UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

BRIAN DAVISON, et al.,

Defendants.

Case No. 8:20-cv-00325-MSS-MRM

JOINT MOTION OF RECEIVER AND INVESTOR PLAINTIFFS FOR (I) PRELIMINARY AND FINAL APPROVAL OF PROPOSED SETTLEMENTS; (II) APPROVAL OF FORM, CONTENT AND MANNER OF NOTICE OF SETTLEMENTS AND BAR ORDERS; (III) ENTRY OF BAR ORDERS; AND (IV) SCHEDULING A HEARING

Through this joint motion, Burton W. Wiand, the Court-appointed Receiver in the above-captioned action (this "Action"), and the Investor Plaintiffs in *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren*, et al., Case No. 8:20-cv-01677-MSS-CPT, also pending in this Court,[1] respectfully seek approval of ***at least $44 million*** in seventeen interrelated settlement agreements (collectively, the "Settlements") reached with the former lawyers, managers, and sales agents of EquiAlt LLC. ("EquiAlt"). Set forth in **Appendix A**, the Settlements are a remarkable achievement, through which the Receiver

[1] The "Investor Plaintiffs" are Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004. To the extent not already admitted to practice before the Court, undersigned counsel for the Investor Plaintiffs have filed a Motion for Special Admission in this action for the purposes of seeking approval of the proposed coordinated settlements by this Court. [Doc. 752]

and the Investor Plaintiffs expect to generate very substantial funds to greatly reduce the gap between (a) total claims that will be allowed under the Receiver's Court-approved Claims Review Process, and (b) the Receivership assets marshalled and liquidated by the Receiver to date. In short, the Settlements present a rare opportunity to repay most of the principal losses suffered by EquiAlt investors holding approved claims in the Receivership Estate.

The Settlements are the fruit of a joint prosecution and common interest agreement between the Receiver and the Investor Plaintiffs effective February 23, 2021 (the "Joint Prosecution Agreement"), under which they have cooperatively pursued monetary relief on behalf of those investors who purchased unregistered securities issued by EquiAlt LLC ("EquiAlt"). That cooperation has included coordinated settlement discussions and, in addition to the above-captioned action, the following filed actions:

- *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et al. v. Paul R. Wassgren, et al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles (the "Receiver's Lawyer Action");
- *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren*, et al., Case No. 8:20-cv-01677-MSS-CPT, pending in this Court (the "Investors' Lawyer Action"); and
- *Burton W. Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida (the "Receiver's Sales Agent Action").

The simultaneous, coordinated assertion of the claims in these actions has enabled the Receiver and the Investor Plaintiffs to share discovery and otherwise maximize their resources in pursuing potentially culpable third-parties. Furthermore, the Receivership Estate affords a highly cost-effective and efficient means of distributing all recoveries

obtained through those coordinated efforts to EquiAlt investors, along with the proceeds of the Receiver's other liquidation efforts.

As a result of their combined efforts, the Receiver and Investor Plaintiffs (collectively, "the Settling Plaintiffs") have to date achieved the Settlements with the following parties (collectively, "the Settling Defendants"):

(a) EquiAlt managers Brian Davison ("Davison") and Barry Rybicki (collectively, "the Management Defendants");[2]

(b) EquiAlt sales agents Family Tree Estate Planning, LLC, James Wootten, MASears, LLC d/b/a Picasso Group, DeAndre Sears, Maria Antonio Sears, American Financial Security, LLC, American Financial Investments, LLC, Ronald F. Stevenson, Barbara Stevenson, Live Wealthy Institute, LLC, Dale Tenhulzen, REIT Alliance Marketing, LLC, Ernest "Cal" Babbini, Elliott Financial Group, Inc., Todd Elliott, Elliott Financial Advisors, LLC, Greg Talbot, Rokay Unlimited, LLC, Anthony R. Spooner, Seek Insurance Services, LLC, James D. Gray, John E. Friedrichsen, Agents Insurance Sales, Barry Wilken, Barry Neal, Ben Mohr, Ben Mohr LLC, Ben Mohr, Inc., Marketing Dynamics, Inc., Tim LaDuca, J. Wellington Financial, LLC, and Jason Jodway (collectively, "the Sales Agent Defendants");[3] and

(c) DLA Piper LLP (US), Fox Rothschild LLP, and Paul R. Wassgren (collectively, "the Lawyer Defendants").

The Receiver and the Investor Plaintiffs hereby respectfully move for the Court's

[2] The Court has previously approved the Receiver's earlier settlement agreement with Rybicki. [Doc. 526] The Court also has approved the SEC's settlement with Davison, requiring among other things disgorgement of more than $25 million and an assignment requiring Davison to turn over to the Receiver all of his assets other than certain specified items. [Doc. 587]

[3] The Court has previously approved the Receiver's settlement agreements with certain other EquiAlt sales agents: (1) Edgar Lozano and his affiliated businesses, GIA LLC and GIA, Inc. [Doc. 346]; (2) Joe Prickett and his affiliated business, J. Prickett Agency [Doc. 536]; and (3) The Sterling Group. [Doc. 707]

approval of the foregoing Settlements. Doing so will not only generate over $44 million for the benefit of the Receivership and EquiAlt investors with approved claims, it will also: (a) finally resolve the Receiver's claims against the Lawyer Defendants in the Receiver's Lawyer Action; (b) finally resolve the Investor Plaintiffs' claims against the Lawyer Defendants in the Investors' Lawyer Action; (c) finally resolve the Receiver's claims asserted against the Sales Agent Defendants in the Receiver's Sales Agent Action; and (d) finally resolve the Investor Plaintiffs' claims against the Sales Agent Defendants and Davison.

This joint resolution constitutes an undeniably valuable asset for the Receivership Estate. Although the claims asserted against the Lawyer Defendants by the Receiver and by the Investor Plaintiffs are potentially competing claims, under the Joint Prosecution Agreement and the Settlements, any recoveries obtained in the Investors' Lawyer Action will be channeled to the Receivership for distribution through the Receivership Claims Process. In addition, the Lawyer Defendants have stated that their proposed settlement payment includes funds they would have otherwise used to defend EquiAlt-related lawsuits, and that they are agreeing to settle and contributing those funds in exchange for releases and other protections from future lawsuits. Accordingly, under the Settlements, the Management Defendants and the Sales Agent Defendants have agreed to release claims against the Lawyer Defendants – absent which the Lawyer Defendants would otherwise insist on withholding substantial defense funds or refuse to settle at all.

To minimize investor confusion and to avoid duplicative proceedings, all of the necessary approvals are being sought through a two-step procedure in this Action consistent with prevailing precedent in other receivership cases.

First, the Receiver and Investor Plaintiffs request that the Court enter forms of Preliminary Approval Orders for the settlements with the Lawyer Defendants and for certain of the remaining Settling Defendants[4] substantially in the form and substance as

[4] Preliminary approval by the Court and an opportunity for interested parties to object are not

the proposed orders attached as **Exhibits A** and **B**. The Preliminary Approval Orders: (1) preliminarily approve the Settlements; (2) establish final approval procedures – including procedures for providing notice to parties affected by the Settlements, along with an opportunity to object and participate in the final approval hearing; and (3) stay certain actions against the Lawyer Defendants to preserve the *status quo* and reduce the unnecessary dissipation of Receivership assets pending completion of the final approval process. Based on the facts and legal authorities set forth in this Motion, the Settling Parties propose that the Preliminary Approval Orders be entered without a hearing. *See, e.g., SEC v. Ariel Quiros, et al.*, Case No. 16-cv-21301, Doc. 318 (S.D. Fla., April 20, 2017) ("*Jay Peak*") (entering a preliminary approval order adopting a similar, two-step settlement approval process) (copy attached as **Exhibit C**).

Second, the Receiver and Investor Plaintiffs request that, after the requirements and procedures of the Preliminary Approval Orders are implemented and met, the Court enter orders substantially in the form and substance as the proposed orders attached as **Exhibits D** and **E,** which will serve as the Court's final orders approving the Settlements and bar all non-governmental claims against the Lawyer Defendants, Davison, and certain Sales Agent Defendants, as further described below. The Settling Plaintiffs and the Settling Defendants (collectively "the Settling Parties") will address any objections to final approval through supplemental briefing filed in advance of the final approval hearing. Investor Plaintiffs' Counsel and Special Counsel for the Receiver ("Receiver Special Counsel") will also submit timely separate applications for Court approval of

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required for those settlement agreements with Sales Agent Defendants that are not conditioned on the entry of bar orders. Accordingly, the proposed Preliminary Approval Order does not seek preliminary approval or notices for the settlement agreements with the following Settling Sales Agents: MASears, LLC d/b/a Picasso Group, DeAndre Sears, Maria Antonio Sears, REIT Alliance Marketing, LLC, Ernest "Cal" Babbini, Elliott Financial Group, Inc., Todd Elliott, Elliot Financial Advisors, LLC, Greg Talbot, Rokay Unlimited, LLC, Anthony R. Spooner, Seek Insurance Services, LLC, James D. Gray, John E. Friedrichsen, Agents Insurance Sales, Barry Wilken, Barry Neal, Ben Mohr, Ben Mohr LLC, Ben Mohr, Inc., J. Wellington Financial, LLC, and Jason Jodway.

their fee and expense awards. Upon final Court approval obtained in this Action, the Receiver's Lawyer Action and the Investors' Lawyer Action will be dismissed with prejudice, thereby obviating the need for parallel class action settlement proceedings.

Accordingly, the Receiver and Investor Plaintiffs respectfully seek leave (a) to submit the proposed forms of preliminary approval order for the Settlements under Local Rule 3.01(f), and (b) to lodge with the Court the proposed forms of final order approving the Settlements for entry at or following the final approval hearing.

BACKGROUND

A. This Action

On February 11, 2020, the Securities and Exchange Commission ("SEC") commenced this Action in this Court against EquiAlt, Davison, Rybicki, and others, alleging that they "conducted a Ponzi scheme raising more than $170 million from over 1,100 investors nationwide, many of them elderly, through fraudulent unregistered securities offerings." [Compl. ¶ 1] The SEC named as additional defendants a number of EquiAlt investment funds (the "EquiAlt Funds") and related entities, and moved for the appointment of a receiver to administer EquiAlt's assets and liabilities. The SEC has alleged that at all relevant times, Davison and Rybicki exercised control over the business operations of EquiAlt and the EquiAlt Funds. [Compl. ¶¶ 4, 37] The SEC further alleges that the EquiAlt Funds "have been operated as a Ponzi scheme almost since their inception." [Compl. ¶ 42]

The SEC asserted claims under the Federal Securities Act for unlawfully selling unregistered securities and for committing securities fraud. *See* 15 U.S.C. §§ 77e(a) and (c) and 77q(a)(1), (2) and (3). The SEC also asserted claims against Davison and Rybicki for violating the anti-fraud provisions of the Exchange Act and Rule 10b-5 promulgated thereunder, control person liability and aiding and abetting the foregoing securities laws violations. *See* 15 U.S.C. § 78j(b) and 17 C.F.R. § 240.10b-5(a), (b) and (c).

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B. Appointment of the Receiver

On February 14, 2020, the Court entered its Order appointing Burton W. Wiand as Receiver for EquiAlt (the "Receivership Order"), which directed the Receiver to investigate and institute legal proceedings for the benefit and on behalf of the EquiAlt Receivership Estate and its investors. [Doc. 11][5] The Court on July 8, 2021, furthermore approved the Receiver's establishment of a claims process through which to distribute to the EquiAlt investors the proceeds recovered by the Receiver (the "Receivership Claims Process"). [Doc. 347]

The Receiver is specifically charged to "[t]ake immediate possession of all property, assets and estates of every kind" of the Receivership Estate, including specifically claims against potentially liable third-parties. Doc. 11, at ¶¶ 1, 2. The Court subsequently entered an order authorizing the Receiver to engage Johnson Pope Bokor Ruppel & Burns, LLP as Receiver Special Counsel to investigate and prosecute litigation against the Lawyer Defendants, whom the Receiver suspected of committing torts in connection with Davison and Rybicki's offer and sale of the unregistered EquiAlt securities through the unlicensed Sales Agent Defendants. [Doc. 127][6]

C. The Investors' Lawyer Action and the Receiver's Lawyer Action

Meanwhile, the Investor Plaintiffs on July 21, 2020, commenced the Investors' Lawyer Action against the Lawyer Defendants in Florida. The Investors' Lawyer Action was transferred to this Court by order dated July 24, 2020 [*Gleinn* Doc. 7], followed by the filing of an amended complaint on August 3, 2020. [*Gleinn* Doc. 13]

On September 28, 2020, the Receiver opened the Receiver's Lawyer Action as a

[5] The "Receivership Estate" has since been expanded to include the following entities: 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 [Doc. 184, at 6–7] and EquiAlt Fund I, LLC [Doc. 284].

[6] The Receiver and Investor Plaintiffs acknowledge that the allegations in the Amended Complaint in the Investors' Lawyer Action and the complaint in the Receiver's Lawyer Action have not been proven, and that no court has made any findings with respect to the accuracy or inaccuracy of the allegations in these pleadings.

second litigation front against the Lawyer Defendants, initially asserting the Receiver's independent derivative claims against them in California federal court. The Receiver on December 30, 2021, voluntarily refiled those claims in California Superior Court.

Until the settlement was reached with the Lawyer Defendants, the Investors' Lawyer Action was heavily litigated with motions to dismiss fully briefed [*Gleinn* Docs. 63, 73, and 82] and the Motion for Class Certification filed. [*Gleinn* Doc. 129] The parties engaged in significant discovery in that action, including the production and review of over 600,000 pages of documents, discovery motions, and a number of depositions. [*Gleinn* Docs. 88 and 90]

D. The Joint Prosecution Agreement

Rather than engage in a counterproductive and wasteful competition for potentially limited recovery on behalf of the investors, the Investor Plaintiffs and the Receiver instead entered into the Joint Prosecution Agreement, under which they agreed to pool their efforts and resources and work cooperatively to pursue and maximize recoveries against the Lawyer Defendants. To ensure the efficient and coordinated prosecution of their respective claims, to minimize administration costs, and to avoid needless motion practice, the Investor Plaintiffs and the Receiver specifically agreed that any recoveries in their coordinated actions would be distributed to EquiAlt investors through the Receivership Claims Process, based upon a presumptive 50-50 allocation of the coordinated recoveries. The Joint Prosecution Agreement also allowed the Receiver to receive the fruits of all discovery conducted in the Investors' Lawyer Action, which had progressed to the discovery phase prior to the commencement of discovery in the Receiver's Lawyer Action. The Joint Prosecution Agreement furthermore addressed the sharing of common costs (under which counsel for the Investor Plaintiffs have already advanced some $275,000 and counsel for the Receiver has paid some $25,000).

Any fees or costs to be deducted from the common settlement fund are subject to approval by the Court. Counsel for the Investor Plaintiffs will file a separate application

and supporting documentation seeking Court approval for payment of their attorneys' fees and expenses from the common settlement fund. Receiver Special Counsel, who represent the Receiver pursuant to a contingency fee agreement previously approved by the Court, will file an application seeking Court approval of expenses incurred by Receiver Special Counsel.

E. The Receiver's Sales Agent Action

The Receiver meanwhile tasked his forensic accountants to identify those EquiAlt sales agents and their associated entities who received substantial "commissions" or "marketing fees" in return for their sales of the EquiAlt securities. Based on this information, the Receiver on February 13, 2021, commenced the Receiver's Sales Agent Action, naming some 37 sales agents and entities as defendants. For their part, the Investor Plaintiffs negotiated tolling agreements with several of the key sales agents. This allowed the Investor Plaintiffs and the Receiver to engage in coordinated negotiations and to pursue side-by-side settlements with several Sales Agent Defendants, concurrently with their prosecution of the Investors' Lawyer Action and the Receiver's Lawyer Action.

F. The Proposed Settlement Agreement with the Lawyer Defendants

The Receiver, the Investor Plaintiffs, and the Lawyer Defendants spent months negotiating a resolution of the Receiver's and the Investor Plaintiffs' claims, including engaging in multiple mediation sessions under the supervision of nationally renowned JAMS mediator David Geronemus. The Lawyer Defendants were only willing to make the maximum available financial contribution if reasonably assured that they would not need those funds to defend third-party claims by sales agents and others. Specifically, the Lawyer Defendants were only willing to contribute a total payment of $44 million to resolve the claims of the Receiver and the Investor Plaintiffs if the settlement were conditioned on (a) the securing of general releases and covenants not to sue the Lawyer Defendants from the Management Defendants and the Sales Agent Defendants, and (b)

the entry of a bar order protecting the Lawyer Defendants from the commencement or continuation of any actions against them brought by non-governmental plaintiffs relating to EquiAlt.[7] Entry of the proposed bar orders by the Court is thus an essential required term and express condition of the Lawyer Defendant Settlement. Bar orders are routinely sought and granted in this type of complex litigation and in exchange for significant monetary settlements like the Settlements sought to be approved here.

Securing the required releases with a multitude of Sales Agent Defendants and the Management Defendants was a complicated, time-consuming and protracted ordeal that took almost 18 months to accomplish. As explained below, the Receiver, and Investor Plaintiffs have (with several waivers provided by the Lawyer Defendants) successfully obtained all required general releases and covenants not to sue from the Management Defendants and the Sales Agent Defendants through settlement agreements previously and presently submitted for Court approval. Approval of the Settlements now presented is thus an essential required term and express condition of the Lawyer Defendant Settlement.

G. The Proposed Settlement Agreements with the Sales Agent Defendants

On March 10, 2022, the Receiver, the Investor Plaintiffs, the SEC, and certain of the Sales Agent Defendants participated in an initial mediation session before highly regarded Florida mediator Howard Tescher. Although substantial progress was made, separate final agreements were achieved only after months of extensive subsequent negotiations with each Sales Agent Defendant, including the production of supplemental, sworn financial information and documentation by certain of the Sales Agent Defendants.

Ultimately, as part and parcel of the voluntary resolution of the Receiver's claw-

[7] To date, no federal or state governmental or regulatory body has brought any action against the Lawyer Defendants. The only pending suit against the Lawyer Defendants by any third-party (aside from the Receiver and the Investor Plaintiffs) is the action filed by former sales agent Robert Armijo, as discussed *infra*.

back claims and the Investor Plaintiff's distinct investor claims, through the mediation and through non-mediated negotiations, the Receiver and Investor Plaintiffs successfully reached the Sales Agent Settlements with the Sales Agent Defendants, submitted as **Exhibits J-X**. The precise terms and conditions of each settlement varies depending upon the Sales Agent Defendant's (a) relative degree of culpability, (b) total amount of commissions received, (c) established or anticipated regulatory repayment obligations, (d) overall financial condition, and (e) purported legal or equitable defenses or offsets. Collectively, the remaining Sales Agent Settlement Agreements obtained through the joint efforts of the Arizona Corporation Commission (the "ACC"), the SEC, the Receiver and the Investor Plaintiffs could contribute additional amounts for the benefit of EquiAlt investors, either through the Receivership or the appropriate regulatory agency. However, the amount ultimately realized from the Sales Agent Settlement Agreements is dependent on the financial capacity of the Settling Sales Agents and the collectability of their payment obligations, which in many cases is doubtful.

To induce certain Sales Agent Defendants (specifically, Ronald F. Stevenson, Tim LaDuca, Jason Wootten, Dale Tenhulzen, and their respective related entities) to maximize their voluntary reimbursement payments and to release all their competing claims against the Lawyer Defendants, the Receiver and the Investor Plaintiffs in those instances agreed to seek entry of bar orders protecting them from further third-party claims for which they would otherwise have to (a) reserve funds to defend themselves, or (b) preserve competing indemnity claims against the Lawyer Defendants. Obtaining these bar orders is an essential term of the settlement with each of these Sales Agent Defendants, and in turn an essential term of the settlement with the Lawyer Defendants.

H. The Remaining Sales Agents

Despite the extensive, unflagging efforts of the Receiver and Investor Plaintiffs, certain sales agents – John Marques; Lifeline Innovations and Insurance Solutions, LLC; Patrick Runninger; The Financial Group, LLC; Robert Armijo aka Bobby Joseph

Armijo; Joseph Financial Investment Advisors, LLC; and Joseph Financial, Inc. (collectively, the "Remaining Sales Agents") – did not sign releases. However, the Lawyer Defendants have agreed to waive the release condition as to the Remaining Sales Agents, so long as the Court (a) approves the Settlement with the Lawyer Defendants and (b) enters the bar order preventing the assertion of claims against the Lawyer Defendants.[8]

I. The Proposed Settlement Agreement with Davison

As the Court is aware, the SEC earlier moved for entry of final judgment against Management Defendants Davison and Rybicki. [Doc. 353 (Davison); Doc. 526 (Rybicki)] In granting the SEC's motions, the Court entered consent judgments requiring Davison and Rybicki to turn over virtually all their respective assets to the Receiver for ultimate distribution through the Receivership Estate to the investors. [Doc. 355 (Davison); Doc. 528 (Rybicki)]

The Receiver did not initiate formal litigation against Davison because the recoveries from him in the SEC Action (other than civil penalties) would be channeled and distributed through the Receivership. However, in his settlement with the SEC, Davison specifically carved out from his assignment of assets any claims he might have against the Lawyer Defendants, leaving him free to prosecute claims against them in competition with the Receiver and the Investor Plaintiffs. Because prosecution of such claims by Davison against the Lawyer Defendants would inevitably interfere with the efforts of both the Receiver and the Investor Plaintiffs to recover against the Lawyer Defendants, to satisfy the condition of the Lawyer Defendant Settlement, the Investor Plaintiffs negotiated a separate settlement agreement with Davison through which they

[8] The Investor Plaintiffs initiated actions against Robert Armijo, Joseph Financial Investment Advisors LLC and Joseph Financial, Inc. in California Superior Court and in the U.S. District Court for the Middle District of Florida. The Investor Plaintiffs recently dismissed those actions when the Lawyer Defendants agreed to waive the release condition with respect to Mr. Armijo and his affiliated entities pending this Court's approval of the Lawyer Defendant Settlement and entry of a bar order.

have secured the requisite release of his claims against the Lawyer Defendants in return for the entry of a corresponding bar order likewise protecting Davison against any further claims, including any claims by the Lawyer Defendants.

The Receiver fully supports this arrangement because through the SEC settlement he has already taken an assignment of most of Davison's remaining assets. [Doc. 355-1, at 6-9] The Lawyer Defendants have agreed to extend the operative deadline to allow sufficient time for the Davison release, which is conditioned on entry of a bar order, to become effective. Obtaining the Davison bar order is thus again both an essential required term of the settlement with Davison and a condition and essential term of the $44 million settlement with the Lawyer Defendants.

J. The Related Regulatory Actions

As noted above, either or both the SEC and the ACC have initiated various actions seeking regulatory relief against Davison, against Rybicki, and against certain of the Sales Agent Defendants. While negotiating the Davison Settlement Agreement and the Sales Agent Settlement Agreements, the Receiver and the Investor Plaintiffs were careful to ensure that nothing in the Settlements (including the entry of any of the proposed bar orders) would adversely affect the SEC's independent regulatory authority and objectives. At the same time, to avoid any counter-productive competitive pursuit of the same limited assets, the Receiver and the Investor Plaintiffs agreed to credit payments made to the SEC and/or the ACC in satisfaction of payments due under the Sales Agent Settlement Agreements, since those payments ultimately flow to the benefit of the same set of EquiAlt investors. Nothing in the Settlement Agreements undermines or otherwise dilutes the relief obtained by the SEC and ACC.

K. Summary

The seventeen legally and factually intertwined Settlements with the Lawyer Defendants, the Sales Agent Defendants, and the Management Defendants (collectively, "the Settling Defendants") are thus the product of extensive, exhaustive, and tightly

coordinated efforts of the Receiver and the Investor Plaintiffs, all designed to afford maximum, cost-effective recoveries for the benefit of EquiAlt investors while protecting Receivership assets from diminishment through potential competing claims against the Lawyer Defendants.

APPLICABLE LEGAL STANDARD

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *SEC v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *SEC v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566. A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See SEC v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *SEC v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. SEC*, 467 F.3d 73, 81 (2d Cir. 2006).

A district court therefore has the power to approve a settlement proposed by a receiver that is fair, adequate, and reasonable, and is the product of good faith negotiations after an adequate investigation by the receiver. *Sterling v. Steward*, 158 F.3d 1199 (11th Cir. 1998). The same standard generally applies to approval of settlements proposed by plaintiffs in class action proceedings asserting securities fraud claims. *See* Fed. R. Civ. P. 23(e)(2). "Determining the fairness of the settlement is left to the sound discretion of the trial court and ***we will not overturn the court's decision absent a clear showing of abuse of that discretion***." *Id.* at 1202 (quoting *Bennett v. Behring Corp.,* 737 F.2d 982, 986 (11th Cir. 1984) (emphasis supplied)).

A district court also has the power to enter an order preliminarily staying and

permanently enjoining third parties from bringing any claims against a settling party that could have been asserted by or through the receivership or in connection with any of the facts giving rise to the receivership – often referred to as a "bar order." *SEC v. Quiros*, 966 F.3d 1195, 1199–1200 (11th Cir. 2020); *see, e.g., SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (approving bar order in SEC receivership). Bar orders are often necessary "to assist the parties in reaching a settlement," where (1) "essential" to the settlement and (2) "fair and equitable, with an eye toward the effect on the barred parties." *Quiros*, 966 F.3d at 1199 (citing, *e.g., Matter of Munford, Inc.*, 97 F.3d 449, 455 (11th Cir. 1996) (approving a bar order in a bankruptcy case)). Entry of a bar order is reviewed for an abuse of discretion. *Quiros,* 766 F.3d at 1199.

Finally, the powers of the Court over the Receivership include the fixing of procedures for the approval of the proposed settlement, as long as due process is afforded to affected persons. *See Elliott*, 953 F.2d at 1566.

LEGAL ARGUMENT

L. Each of the Settlements is Fair, Adequate, and Reasonable

To approve a settlement in an equity receivership, the district court must find the settlement is fair, adequate, and reasonable, and is not the product of collusion between the parties. *See Sterling*, 158 F.3d at 1203. To determine whether the settlement is fair, courts examine the following factors: "(1) the likelihood of success; (2) the range of possible [recovery]; (3) the point on or below the range of [recovery] at which settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved." *Id.* at 1203 n.6 (citing *Bennett*, 737 F.2d at 986).

Here, application of the *Sterling* factors undeniably weighs heavily in favor of approval. The Receiver and the Investor Plaintiffs have for more than two years jointly and diligently investigated and prosecuted all claims filed against the Lawyer

Defendants, the Management Defendants, and the Sales Agent Defendants. Before entering into the settlements, the Receiver and the Investor Plaintiffs – through the coordinated efforts of their respective highly experienced counsel – carefully considered and dutifully investigated, analyzed, and evaluated their potential claims with the benefit of discovery; the defenses that would be asserted to those claims and the risks attendant to those defenses; the delay and expense of prosecution of such claims; the uncertainty of outcome in any such litigation; the possibility and risks of appeal of any adverse outcome; and the ultimate collectability of any judgments obtained against the Settling Defendants. That investigation and evaluation revealed that the potential claims against the Settling Defendants without exception involved contested and hotly disputed facts and legal defenses that would require very substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigations and any ensuing appeals and the collectability of any judgments if obtained. Throughout the related litigations, pre-litigation demands, and resulting settlement negotiations, the Settling Defendants were likewise represented by extremely accomplished defense counsel, underscoring the risk of litigation in terms of time, expense, and uncertainty of outcome. *See, Hemphill v. San Diego Ass'n of Realtors, Inc.,* 225 F.R.D. 616, 621 (S.D. Cal. 2004) ("[T]he courts respect the integrity of counsel and presume the absence of fraud or collusion in negotiating the settlement[.]").

The Settlements were furthermore only executed after extensive, arm's length mediations and negotiations conducted between the parties in good faith. *See, e.g., Poertner v. Gillette Co.,* 14-13882, 2015 WL 4310896, *6 (11th Cir. 2015) (affirming approval of class action settlement, noting the parties' arm's-length negotiations moderated by an experienced mediator); *Lee v. Ocwen Loan Servicing, LLC,* No. 14-CV-60649, slip op. at 25-26 (S.D. Fla. Sept. 14, 2015) (approving settlement and noting that parties' use of a highly respected mediator supported the conclusion that the settlement was not the product of collusion); *Hamilton v. SunTrust Mortg. Inc.,* No. 13-60749-CIV,

2014 WL 5419507, at *2 (S.D. Fla. Oct. 24, 2014) (noting that the fact that the settlement occurred following significant litigation, considerable document discovery, and months of negotiations with the help of a well-respected mediator supported approval of class action settlement). In addition to the mediation with the Lawyer Defendants overseen by David Geronemus, the Receiver, the Investor Plaintiffs, and the SEC participated in two different mediations and follow up sessions before Howard Tescher to negotiate settlements with many of the EquiAlt sales agents. During negotiations and in preparation for mediations, the parties exchanged extensive substantive legal analysis of the parties' potential claims and defenses. Settlements with most of the Sales Agent Defendants were ultimately achieved through the mediations before Mr. Tescher and separate arms' length negotiations.

The Receiver and the Investor Plaintiffs thus carefully analyzed the range of potential recovery against the Settling Defendants, balanced against the risks and costs associated with continued litigation. The claims of the Investor Plaintiffs and the Receiver against the Lawyer Defendants involve vigorously contested legal and factual disputes that would require substantial time and expense to litigate, with attendant uncertainty as to the outcome of such litigation and any ensuing appeal. Moreover, continued litigation among the Receiver, the Investor Plaintiffs, and the Lawyer Defendants will substantially delay any potential recovery to EquiAlt investors.[9] Furthermore, the settlements reached by the SEC, the Receiver and the Investor Plaintiffs with Davison and Rybicki resulted in the turnover by Davison and Rybicki to the Receiver of virtually all meaningful assets held by them. Thus, entry of a bar order in Davison's favor forgoes nothing, while clearing the path to the $44 million contribution secured from the Lawyer Defendants.

The Receiver at the same time asserted fraudulent transfer and unjust enrichment

[9] The Receiver's Lawyer Action and the Investors' Lawyer Action have both been stayed while the conditions precedent to the executed Lawyer Defendant Settlement have been satisfied by the Receiver and Investor Plaintiffs.

claims against the Sales Agent Defendants, while the Investor Plaintiffs threatened or filed direct securities laws claims against them. The Receiver sought to recover the commissions paid by EquiAlt to the Sales Agent Defendants, while the Investor Plaintiffs demanded statutory damages generally equal to the principal amount of the EquiAlt debentures they sold, plus statutory interest. The settlements reached by the SEC, the ACC, the Receiver, and the Investor Plaintiffs with the Sales Agent Defendants resulted in the agreement to repay all or a portion of sales commissions subject to the agents' varying degrees of financial capacity, while simultaneously and more importantly clearing the way for the $44 million settlement with the Lawyer Defendants.

In short, the Settlements collectively provide an undeniable, substantial benefit to the Receivership Entities and thereby to every EquiAlt investor, and as such are unquestionably fair, adequate, and reasonable, and the product of good faith after an adequate investigation by the Receiver and the Investor Plaintiffs. *See, e.g., SEC v. Alleca,* No. 1:12-CV-03261-ELR, 2021 WL 4843987, at *12 (N.D. Ga. Sept. 9, 2021) (approving receiver's proposed settlement under the *Sterling* factors); *SEC v. 1 Glob. Cap. LLC*, No. 18-CV-61991, 2018 WL 8050527, at *3 (S.D. Fla. Dec. 27, 2018) (same). The funds generated by the Settlements are expected to help fill the shortfall between (a) all allowed investor principal losses, plus interest, and (b) the funds currently in the Receivership estate.

M. Entry of the Preliminary Approval Orders Is Appropriate and Warranted

The proposed forms of Preliminary Approval Orders (**Exbibit A** and **B**) are consistent with those typically entered in connection with the recognized two-step approval process. *See, e.g., Jay Peak* [Preliminary Approval Order, Doc. 318], copy attached as **Exhibit C**. The Preliminary Approval Orders address the provision of notice regarding the proposed Settlements involving bar orders, and set dates for fee and/or expense applications by the Investor Plaintiffs and Special Counsel, for objections, and for further briefing in response to any objections.

The proposed Preliminary Approval Orders also include a provision that would stay all pending actions against the Lawyer Defendants relating to EquiAlt. **Exhibit A**, ¶ 2. *See generally, SEC v. Wencke*, 622 F.2d 1363, 1369 (9th Cir. 1980) (recognizing the District Court's authority to enter anti-litigation injunctions where necessary to prevent interference with administration of the receivership estate); *SEC v. Vescor Capital Corp.*, 599 F.3d 1189, 1195 (10th Cir. 2010) (discussing need for stay of related actions where litigation would affect receivership's distribution). At this time, the only known such action by a third-party (the "Armijo Action") has been brought by a former EquiAlt sales agent, Robert J. Armijo ("Armijo"). Armijo is the only sales agent with substantial sales who refused to release his purported claims against the Lawyer Defendants. Armijo contends the Lawyer Defendants are liable for his offer and sale of the unregistered EquiAlt securities,[10] even though (a) he was never a client of the Lawyer Defendants, (b) he did not even purport to discuss the offering with Wassgren until years after he started selling EquiAlt securities and received hundreds of thousands of dollars in sales commissions, and (c) any such claims are long-since time-barred. Armijo has meanwhile voluntarily submitted to this Court's personal jurisdiction by filing a claim for some $14 million against the Receivership Estate. In the Receiver's forthcoming claim determination motion, he will be recommending that the Court deny Armijo's claim.[11]

The stay provisions of the Preliminary Approval Order pertaining to the Lawyer Defendants are an appropriate means to briefly pause the Armijo Action (and any other such actions) pending the Court's consideration of the bar order necessary under the Lawyer Defendant Settlement to generate the payment of funds and the inter-related releases of claims required thereunder. Here, as in *Jay Peak*, such continuing actions

[10] Armijo has sued the Lawyer Defendants in state court in California, an action which the Lawyer Defendants have removed to federal court and have moved to transfer to this District pursuant to 28 U.S.C. § 1404(a).

[11] The Receiver has furthermore filed suit against Armijo, seeking to recover approximately $1.4 million in commissions paid to Armijo for the unlawful offer and sale of the unregistered EquiAlt securities.

threaten the Settlement because the claims asserted by Armijo are interrelated to those asserted against the Lawyer Defendants by the Investor Plaintiffs and the Receiver. Indeed, much of Armijo's complaint was plainly cribbed directly from the Investor Plaintiffs' complaint. *Compare, e.g.,* **Exhibits F** & **G**.[12] In addition, continued prosecution of claims against the Lawyer Defendants necessarily distracts from the Settling Parties' efforts to resolve all matters, while also increasing litigation fees and costs on all sides – including the Receivership Estate, thereby harming investors and creditors with valid claims.

N. Entry of the Bar Orders Is Appropriate and Warranted

In addition to approving the Settlements, the proposed forms of final order submitted by the Receiver and Investor Plaintiffs contain bar orders consistent with the provisions of the settlement agreements with the Lawyer Defendants and certain Sales Agent Defendants. **Exhibits D** & **E**; *see also, e.g., SEC v. Ariel Quiros, et al.*, Case No. 16-cv-21301, Doc. 353 (S.D. Fla., June 30, 2017) (copy of final order attached as **Exhibit H**); *see generally, U.S. Oil and Gas Lit.,* 967 F.2d 489, 494 (11th Cir. 1992) ("[B]ar orders play an integral role in facilitating settlement. Defendants buy little peace through settlement unless they are assured that they will be protected against … other causes relating to the underlying litigation.").

Federal courts overseeing receiverships have regularly entered bar orders to facilitate settlement. *SEC v. DeYoung*, 850 F.3d 1172, 1182 & 1183 n.5 (10th Cir. 2017) (affirming the entry of a bar order to maximize the value of settlement to the receivership estate; collecting cases where similar bar orders were approved by federal courts); *Kaleta*, 530 F. App'x at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as "ancillary relief" to that proceeding); *Gordon v.*

[12] The Court may take judicial notice of the respective complaints, which are offered to show the high degree of interrelatedness, not for the truth of the matter alleged within those pleadings. *DeBose v. Ellucian Co., L.P.*, 802 F. App'x 429, 434 (11th Cir. 2019); *Bakov v. Consol. Travel Holdings Grp., Inc.*, No. 19-CV-61509-WPD/SNOW, 2020 WL 9934410, at *1, n.1 (S.D. Fla. Apr. 9, 2020).

Dadante, 336 F. App'x 540, 542 (6th Cir. 2009) (approving a settlement that was conditioned on the entry of a bar order). District courts have the power to enter bar orders in equity receiverships where necessary or appropriate as ancillary relief in the context of the underlying action, including injunctions against non-parties as part of settlements in the receivership. *Kaleta*, 530 F. App'x at 362. The Receiver has in fact used this same procedure multiple times in this Court in similar cases involving entities operated as alleged fraudulent Ponzi schemes. *See, e.g., Wiand v. Stoel Rives LLP, et al.*, Case No: 8:16-cv-1133-T-36JSS (M.D. Fla.); *SEC v. Nadel et al.*, Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (same).

Under Eleventh Circuit jurisprudence, a bar order may be entered to facilitate a receivership settlement so long as the bar order is (1) "fair and equitable" under the circumstances presented, and (2) "integral" to the settlement, in the sense that the parties would not resolve their dispute without its entry. *Quiros,* 966 F.3d at 1199–1200; *Alleca*, 2021 WL 4843987, at *12.

Here, there can be no doubt that the voluntary resolutions achieved through those Settlements requiring bar orders are in each instance fair, equitable, and in the best interests of the Receivership and the EquiAlt investors. Without the bar orders, the Lawyer Defendants are unwilling to pay the $44 million to fund the Lawyer Defendant Settlement. It is doubtful they would even be willing to settle without the protection of a bar order, and even if they were willing to do so, they would no doubt insist that funds be reserved to defend and/or pay potential claims against them by third-parties, including Davison, Armijo, and the Settling Sales Agents. Absent a settlement with Davison, the Investor Plaintiffs would potentially be mired in time-consuming and expensive class action litigation with Davison – with very slim prospects for additional recoveries given the Final Judgment in this Action already requiring Davison to turn over to the Receiver the lion's share of his assets. Also, without the bar orders, Davison and the larger Sales Agent Defendants would have likewise demanded a holdback of

settlement funds and the preservation of their claims against the Lawyer Defendants, for fear that they would be sued by non-settling investors – leaving the Receiver the prospect of continued time-consuming and expensive litigation without any certainty of outcome. *See Seaside Eng'g*, 780 F.3d at 1079 (bar order appropriate to stop the depletion of estate assets expended in litigation).

The Settlements (and the bar orders entered pursuant thereto) are also in the best interests of investors because they represent a substantial recovery to the Receivership estate without the expense and risk of litigation, thereby compensating investors with approved claims through the Receivership Claims Process. *See Kaleta*, 530 F. App'x at 362 (investors may "pursue their claims by participat[ing] in the claims process for the Receiver's ultimate plan of distribution for the Receivership Estate") (alteration in original; internal quotations omitted); *Zacarias v. Stanford Int'l Bank, Ltd.*, 945 F.3d 883, 903 (5th Cir. 2019) (rejecting third party's argument that "bar order deprived them of their property (that is, their claims) without due process and without just compensation" because "the bar orders channel investors' recovery associated with [the settling parties] through the receivership's distribution process"); *DeYoung*, 850 F.3d at 1182-83 (same). As the Fifth Circuit recognized in *Zacarias*, a bar order is often necessary to prevent self-interested objectors from circumventing the orderly process of a receivership: "Allowing investors to circumvent the receivership would dissolve this orderly process – circumvention that must be foreclosed for the receivership to work. It was no abuse of discretion for the district court to enter the bar orders to effectuate and preserve the coordinating function of the receivership." 945 F.3d at 902.

Moreover, the entry of a bar orders is expressly made "integral" to every settlement reached with those Settling Defendants who demanded them, in the sense that the settling parties could not resolve their disputes without entry of the bar orders and the primary interrelated settlements are expressly conditioned on entry of the bar orders. *See U.S. Oil and Gas Lit.*, 967 F.2d at 494-95 (approving bar order deemed

"integral" to approved settlement); *contrast, Quiros*, 766 F.3d at 1199 (disapproving bar order that was not "essential" to resolving the underlying litigation). First, the Lawyer Defendant Settlement is explicitly dependent upon the entry of a bar order approved by the Court and upheld on appeal (if any). **Exhibit I**, at § II.B.4 ("If the Claimant Settling Parties do not secure the Bar Order, or if the Respondent Settling Parties determine that any material modification of the Bar Order by the district court in the Action is unsatisfactory, invalid, or unenforceable, in whole or in part, then this Agreement will terminate and the entire Settlement will be null and void."). Likewise, the settlement agreements with those Sales Agent Defendants contemplating the entry of a bar order expressly provide: "Should the Court decline either to approve the Settlement Agreement or to enter the requested Bar Order, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their status *quo ante*." *See,* **Exhibits J- M**, ¶ 4.

The bar order required by the Davison Settlement Agreement is no less "integral" to both the Davison settlement ***and*** the Lawyer Defendant Settlement. As explained above, in his Assignment with the Receiver, Davison had expressly carved out and preserved his competing claims against the Lawyer Defendants. The Investor Plaintiffs were keenly aware that, no matter how remote the prospects might be for successful litigation of those claims, the continued viability of such claims by Davison posed a significant obstacle to the Investor Plaintiffs' ability to maximize their recovery on their claims against the Lawyer Defendants in the Investors' Lawyer Action. Yet Davison refused to release his claims against the Lawyer Defendants absent a comparable bar order eliminating the risk that he might have to assert those claims if sued by a non-settling party. Consequently, the Davison Settlement Agreement explicitly provides: "Should the Court decline to enter the Bar Order…as to Davison, unless the Parties in writing agree otherwise, the Settlement Agreement…will be deemed void *ab initio* and the Parties returned to their *status quo ante.*" **Exhibit Y**, ¶ 2. Moreover, entry of the

Davison bar order is at the same time integral to the $44 million Lawyer Defendant Settlement, the effectiveness of which is conditioned on the Davison release, which as just noted is itself conditioned on entry of the Davison bar order.

O. The Proposed Notice, Summary Notice and Final Approval Process Is Appropriate and Warranted

"Due process requires notice and an opportunity to be heard." *Elliott*, 953 F.2d at 1566. The procedures required to satisfy due process vary "according to the nature of the right and to the type of proceedings." *Id.* "[A] hearing is not required if there is no factual dispute." *Elliott*, 953 F.2d at 1566. Ultimately, due process requires procedures that are "fair." *Id.*; *see also, e.g., Harmelin v. Man Fin. Inc.,* No. CIV.A. 05-2973, 2007 WL 4571021, at *4 (E.D. Pa. Dec. 28, 2007) (notice of bar order provided to all investors before court approved settlement); *Gordon*, 336 F. App'x at 544 (court entered order providing interested parties with opportunity to "comment" on settlement reached by equity receiver with broker/dealer and request for bar order).

Here, the Proposed Notice sets forth the terms of the Settlements requiring bar orders and advises the recipients that they may object or otherwise respond to this Joint Motion in writing within 30 days from the date of the Notice, and provides notice that the final approval hearing date will occur 30 days later. As such, the Proposed Notice will provide all known potential claimants with actual notice of – and the opportunity to object to – approval of those Settlements and entry of the respective bar orders.

The Parties propose the issuance of the agreed-upon forms of notice (the "Proposed Notice") to all persons and entities whose interests are conceivably affected by the Court's approval of those Settlements conditioned on the entry of bar orders. *See* attached **Exhibit Z**. In addition, the Parties propose that the Receiver publish a summary notice (the "Proposed Summary Notice") once in **USA Today, The Tampa Bay Times, The Arizona Republic, The San Francisco Chronicle, and the Los Angeles Times.** *See* attached **Exhibit AA**. Through this process, the Parties will provide notice of the proposed settlements in the form of: (1) actual notice to the investors in EquiAlt and to potential

other parties the Receiver believes have liability to Receivership Entities or claims against the Settling Defendants, and (2) publication notice to all other interested parties.

P. Proposed Settlements Approval Schedule.

The Parties propose that the following deadlines be set forth in the Preliminary Approval Orders:

Dissemination of Proposed Notice	Complete Within 10 Days After Entry of Preliminary Approval Orders
Deadline for Objections to Settlements	30 Days Before Final Approval Hearing
Deadline for Responses to Objections to Settlements	14 Days After Filing Of Objections to Settlements
Final Approval Hearing	To Be Ordered By The Court

CONCLUSION

For the foregoing reasons, the Receiver and the Investor Plaintiffs respectfully request (a) that the Court grant their Joint Motion, and enter the proposed forms of Preliminary Approval Orders, and (b) following further briefing and the final hearing, entering the proposed Final Approval Orders, approving the Settlements as fair and reasonable, entering the respective bar orders, and approving the fee awards to Special Counsel and to counsel for the Investor Plaintiffs.

RULE 3.01 CERTIFICATION

Counsel for the Receiver and for the Investor Plaintiffs have conferred with counsel for the Settling Defendants, and are authorized to represent to the Court that there are no objections from them to the relief requested in this Joint Motion. Further, counsel for the SEC has stated that the SEC does not object to the relief sought herein.

Dated: January 5, 2023.

Respectfully submitted,

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Counsel for Investor Plaintiffs

APPENDIX A

Settling Defendant(s)	Exhibit	Gross Financial Contribution	Release of Lawyer Defendants
DLA Piper LLP (US), Fox Rothschild LLP, and Paul Wassgren	**I**	$44,000,000.00	--
Ronald F. Stevenson Barbara Stevenson American Financial Security, LLC American Financial Investments, LLC	**J**	$520,657.00 [offset to extent payment made through to SEC & ACC], plus release of $204,367.90 in claims filed with the Receivership Estate	X
Tim LaDuca Marketing Dynamics Inc.	**K**	$84,216.95 [offset by payment made to clients through ACC]	X
Jason Wootten Family Tree Estate Planning, LLC	**L**	$1,105,054.00 [offset to extent payment made through to SEC & ACC]	X
Dale Tenhulzen Live Wealthy Institute, LLC	**M**	$_____**TBD**_____ [offset to extent payment made through to SEC], plus release of $53,050.00 in claims filed with the Receivership Estate	X
DeAndre Sears, Maria Antonio Sears MASears LLC dba Picasso Group	**N**	$1,321,165.00 [offset to extent payment made to SEC]	X

Settling Defendant(s)	Exhibit	Gross Financial Contribution	Release of Lawyer Defendants
Todd Elliott Elliott Financial Group, Inc. Elliott Financial Advisors, LLC	**O**	$805,662.68 [offset to extent payment made through to ACC]	X
Anthony Spooner Rokay Unlimited, LLC	**P**	$744,158.70 [offset to extent payment made through to ACC]	X
James Gray Seek Insurance Services LLC	**Q**	$309,428.75 [offset to extent payment made through to ACC]	X
Ernest C. Babbini REIT Alliance Marketing, LLC	**R**	$68,384.28, plus release of $32,000.00 claim filed with the Receivership Estate	X
Barry Neal	**S**	$5,951.86, plus release of $25,000.00 claim filed with the Receivership Estate	X
Greg Talbot	**T**	$13,047.09	X
Barry Wilken Agents Insurance Sales	**U**	$12,304.97, plus release of $175,612.46 in claims filed with the Receivership Estate	X
Ben Mohr Ben Mohr, LLC Ben Mohr, Inc.	**V**	$5,678.90	X
John Friedrichsen	**W**	$15,784.08, plus release of $242,541.04 in claims filed with the Receivership Estate	X

Settling Defendant(s)	Exhibit	Gross Financial Contribution	Release of Lawyer Defendants
Jason Jodway J. Wellington Financial, LLC	**X**	$2,500.00	X
Brian Davison	**Y**	Davison's release of the Lawyer Defendants; all assets previously assigned to the Receivership	X

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

Case No: 8:20-cv-00325-MSS-MRM

ORDER (I) PRELIMINARILY APPROVING SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, AND PAUL WASSGREN, DLA PIPER LLP (US) AND FOX ROTHSCHILD LLP; (II) APPROVING

FORM AND CONTENT OF NOTICE, AND MANNER AND METHOD OF SERVICE AND PUBLICATION; (III) SETTING DEADLINE TO OBJECT TO APPROVAL OF SETTLEMENT AND ENTRY OF BAR ORDER; AND (IV) SCHEDULING A HEARING

THIS MATTER came before the Court upon the Joint Motion for (i) Approval of Settlement among Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (ii) Approval of Form, Content, and Manner of Notice of Settlement and Bar Order; (iii) Entry of Bar Order; and (iv) Scheduling a Hearing; with Incorporated Memorandum of Law [Dkt. ___] (the "**Motion**"), filed by Burton W. Wiand as the Court-appointed receiver (the "**Receiver**") of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**"). The Motion concerns the Receiver's request for approval of a proposed settlement among: a group of investors that filed a putative class action in the United States District Court for the Middle District of Florida (defined below as the "**Investor Plaintiffs**"); the Receiver; and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, which is memorialized in the settlement agreement attached to the Motion as Exhibit I (the "**Settlement Agreement**").

As used in this Order, the "**Settling Parties**" means the Investor Plaintiffs; the Receiver; and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. Terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement. To the extent there is any discrepancy between a defined term in the Settlement Agreement and the same defined term herein, the definition in the Settlement Agreement will control. By way of the Motion, the Receiver and the Investor Plaintiffs

seek an order preliminarily approving the Settlement Agreement and establishing procedures to provide: (a) notice of the settlement and an opportunity to object and setting a deadline for any objections to the settlement; (b) notice for motions to approve the application by counsel for the Investor Plaintiffs' for an award of expenses and attorneys' fees and the application by the Receiver Special Counsel for an award of expenses (collectively the "**Fee and Expense Motions**") and deadlines for any objections to the Fee and Expense Motions; and (c) scheduling a hearing on those matters. After reviewing the terms of the Settlement Agreement, reviewing the Motion and its exhibits, and considering the arguments and proffers set forth in the Motion, the Court preliminarily approves the Settlement Agreement and hereby establishes procedures for final approval of the Settlement Agreement and the Fee and Expense Motions and entry of the Final Approval and Bar Order attached as Exhibit D to the Motion (the "**Bar Order**") as follows:

1. **Preliminary Approval.** Based upon the Court's review of the Settlement Agreement, the Motion and its attachments, and upon the arguments and proffers set forth in the Motion, the Court preliminarily finds that the settlement is fair, adequate and reasonable, is a prudent exercise of the business judgment by the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, and is the product of good faith, arm's length and non-collusive negotiations between the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. The Court, however, reserves a final ruling with respect to the terms of the Settlement Agreement, including the Bar Order, until after the Final Approval Hearing (defined below)

occurs, or is cancelled pursuant to Section 6, infra.

2. **Notice.** The Court approves the form and content of the notice attached as Exhibit Z to the Motion (the "**Notice**"). The Court further approves the summary notice form (the "**Summary Notice**") attached to the Motion as Exhibit AA. The Summary Notice is to be used for all publication notice requirements. The full Notice will be directly sent to all Parties who have filed a claim with the Receiver (whether or not that claim has been accepted or rejected) as well as all other interested Parties to this case. Service and publication of the Notice and Summary Notice in accordance with the manner and method set forth in this paragraph constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion and the Fee and Expense Motions, the Settlement Agreement, and the Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion and/or the Fee and Expense Motions, the Settlement Agreement, the Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the United States Constitution. Accordingly:

    a. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement to be served by first class U.S. mail, postage

prepaid, to:

i. all counsel who have appeared of record in the SEC Action and all parties who have appeared in the SEC Action and who are not represented by counsel;

ii. all counsel who are known by the Receiver to have appeared of record in (1) the EquiAlt Actions or (2) in any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which bar orders were requested and issued; and

viii. all Sales Agents and Non-Releasing Sales Agents.

b. The Receiver is directed, no later than 10 days after entry of this Order, to:

i. Cause the Summary Notice in substantially the same form as attached to the Motion to be published once in USA Today, The Tampa Bay Times, The Arizona Republic, The San Francisco Chronicle, and the Los Angeles Times; and

ii. Cause the full Notice in substantially the same form as attached to the Settlement Agreement to be published on the website maintained by the Receiver in connection with the

SEC Action (www.equialtreceivership.com).

c. The Receiver is directed, no later than 5 days before the Final Approval Hearing (defined below), to file with this Court written evidence of compliance with the subparts of this paragraph, which may be in the form of an affidavit or declaration.

3. **Final Hearing.** The Court will conduct a hearing via Zoom before the Honorable Mary S. Scriven in the United States District Court for the Middle District of Florida, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida, 33602, in Courtroom 7A, at __: _.m. on _____, 2023 (the "**Final Approval Hearing**"). The link for the Zoom hearing will be circulated before the Final Approval Hearing in accordance with the Court's normal protocols and procedures. The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement, determination of the Fee and Expense Motions, and entry of the Bar Order.

4. **Objection Deadline; Objections and Appearances at the Final Approval Hearing.** Any person who objects to the terms of the Settlement Agreement, the Fee and Expense Motions, the Bar Order, the Motion, or any of the relief related to any of the foregoing, must file an objection, in writing, with the Court pursuant to the Court's Local Rules, no later than thirty (30) days before the Final Approval Hearing. All objections filed with the Court must:

a. Contain the name, address, telephone number of the person filing the objection or his or her attorney;

b. Be signed by the person filing the objection, or his or her attorney;

c. State, in detail, the factual and legal grounds for the objection;

d. Attach any document the Court should review in considering the objection and ruling on the Motion and/or the Fee and Expense Motions; and

e. If the person filing the objection intends to appear at the Final Approval Hearing, make a request to do so.

Subject to the discretion of this Court, no person will be permitted to appear at the Final Approval Hearing without first filing a written objection and requesting to appear at the hearing in accordance with the provisions of this paragraph. Copies of any objections filed must be served by email and regular U.S. mail on:

Name	**Address**	**Email Address**
Burton W. Wiand	Law Office of Burton W. Wiand, P.A. 114 Turner Street, Clearwater, FL 33756	Burt@BurtonWWiandPA.com
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Vidya A. Mirmira	Williams & Connolly LLP 680 Maine Avenue SW, Washington, DC 20024	vmirmira@wc.com
Stephen C. Richman	Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East, West Palm Beach, FL 33401	srichman@gunster.com
Simon A. Gaugush	Carlton Fields, Corporate Center Three at International Plaza, 4221 W. Boy Scout Boulevard, Suite 1000, Tampa, Florida 33607	sgaugush@carltonfields.com
Howard M. Bushman	The Moskowitz Law Firm, PLLC 2 Alhambra Plaza, Suite 601 Coral Gables, FL 33134	howard@moskowitz-law.com
Andrew S. Friedman	Bonnett Fairbourn Friedman & Balint, P.C. 7301 N. 16th Street, Suite 102 Phoenix, AZ 85020	afriedman@bffb.com

Any person failing to file an objection by the time and in the manner set forth in this paragraph will be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing, and such person will be forever barred from raising such objection in this SEC Action or any other action or proceeding, subject to the discretion of this Court.

5. **Responses to Objections.** Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order by filing a response in this SEC Action. Any responses will be due 14 days after the filing of the objection. To the extent any person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

6. **Adjustments Concerning Hearing and Deadlines.** The date, time and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, may be subject to adjournment, modification or cancellation by the Court without further notice other than that which may be posted by means of the Court's CM/ECF system in the SEC Action. **If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing.**

7. **No Admission.** Nothing in this Order or the Settlement Agreement is or will be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties regarding the SEC Action, the action brought by the Investor Plaintiffs, or any other case or proceeding.

8. **Jurisdiction.** The Court retains exclusive jurisdiction to consider all further matters relating to this Order, the Motion, the Fee and Expense Motions, and the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement and the Bar Order.

9. **Stay of Related Litigation.** The Court also finds that, under its broad equitable power, a temporary stay of any prosecution or further litigation by the parties to that certain action currently captioned as *Robert J. Armijo v. Paul R. Wassgren, et. al.*, Case No. 2:22-cv-08851 AB(PVCx) in the U.S. District Court for the Central District of California, Western Division (the "Armijo Action"), is warranted to preserve the claims of the Receiver being settled and the orderly administration of the Receivership Estate. Until further order of this Court, Robert J. Armijo, Paul R. Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP are restrained from prosecuting or litigating the claims in the Armijo Action, but may provide notice of this Order, and status updates, including arising from the Motion, to the court presiding over the Armijo Action. This stay does not apply to any pending or future actions brought by the Receiver, the Securities and Exchange Commission, or any federal or state governmental bodies or agencies.

DONE AND ORDERED in Chambers at Tampa, Florida, this ___day of _____ _____, 2022.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund, LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

Equialt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No. 8:20-cv-00325-MSS-MRM

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

ORDER (I) PRELIMINARILY APPROVING SETTLEMENTS AMONG RECEIVER, INVESTOR PLAINTIFFS AND CERTAIN SALES AGENTS AND MANAGEMENT DEFENDANTS; (II) APPROVING FORM AND CONTENT OF NOTICE, AND MANNER AND METHOD OF

SERVICE AND PUBLICATION; (III) SETTING DEADLINE TO OBJECT TO APPROVAL OF SETTLEMENTS AND ENTRY OF BAR ORDERS; AND (IV) SCHEDULING A HEARING

THIS MATTER came before the Court upon the "Joint Motion of Receiver and Investor Plaintiffs for (i) Preliminary and Final Approval of Proposed Settlements; (ii) Approval of Form, Content, and Manner of Notice of Settlements and Bar Order; (iii) Entry of Bar Orders; and (iv) Scheduling a Hearing;" with Incorporated Memorandum of Law [Dkt. ___] (the "**Motion**") filed by Burton W. Wiand as the Court-appointed receiver (the "**Receiver**") of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**") and the investor Plaintiffs (the "**Investor Plaintiffs**") in *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren*, et al., Case No. 8:20-cv-01677-MSS-CPT.

The Motion includes a request by the Receiver and the Investor Plaintiffs for Court approval of the following proposed settlements among the Receiver, the Investor Plaintiffs and the following EquiAlt sales agents: Ronald F. Stevenson, Barbara Stevenson, American Financial Security, LLC, American Financial Investments, LLC, Tim LaDuca, Marketing Dynamics, Inc., Jason Wooten, Family Tree Estate Planning, LLC, Dale Tenhulzen, and Live Wealthy Institute, LLC, (collectively "the **Sales Agent Defendants**") attached as **Exhibits J-M** to the Motion (collectively the "**Agent Settlement Agreements**").

The Court also has considered a settlement between the Investor Plaintiffs and Brian Davison ("**Davison**") by which Davison will release Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP in exchange for a bar order which is attached as **Exhibit Y** to the Motion (the "**Davison Settlement Agreement**").

As used in this Order, the "**Settling Parties**" means collectively the Receiver, the Investor Plaintiffs, and the Sales Agent Defendants. Terms used but not defined in this Order have the meaning ascribed to them in the applicable settlement agreement. To the extent there is any discrepancy between a defined term in the any of the settlement agreements and the same defined term herein, the definition in the applicable settlement agreement will control.

By way of the Motion, the Receiver and the Investor Plaintiffs seek an order preliminarily approving the Agent Settlement Agreements and the bar order required by the Davison Settlement Agreement, and establishing procedures to provide: (a) notice of the settlements and the bar orders contemplated thereunder, and an opportunity to object and setting a deadline for any objections to any of the settlements; (b) notice for motions to approve applications by the Receiver's Special Counsel and counsel for the Investor Plaintiffs' for awards of expenses and/or attorneys' fees (collectively, the "**Fee and Expense Motions**") and deadlines for any objections to the Fee and Expense Motions; and (c) scheduling a hearing on those matters. After reviewing the terms of the Agent Settlement Agreements and the Davison Settlement Agreement, reviewing the Motion and its exhibits, and

considering the arguments and proffers set forth in the Motion, the Court preliminarily approves the Agent Settlement Agreements and the bar order required by the Davison Settlement Agreement, and hereby establishes procedures for final approval of the Agent Settlement Agreements and the Fee and Expense Motions and entry of the Final Approval and bar orders attached as exhibits to the Agent Settlement Agreements and the Davison Settlement Agreement (the "**Bar Orders**") as follows:

1. **Preliminary Approval.** Based upon the Court's review of the Agent Settlement Agreements, the Motion and its attachments, and upon the arguments and proffers set forth in the Motion, the Court preliminarily finds that each of the Agent Settlement Agreements is fair, adequate and reasonable, is a prudent exercise of the business judgment by the Receiver, the Investor Plaintiffs and the Sales Agent Defendants. The Court, however, reserves a final ruling with respect to the terms of the Agent Settlement Agreements and the Bar Orders, until after the Final Approval Hearing (defined below) occurs, or is cancelled pursuant to Section 6, *infra*.

2. **Notice.** The Court approves the form and content of the notice attached as **Exhibit Z** to the Motion (the "**Notice**"). The Court further approves the summary notice form (the "**Summary Notice**") attached to the Motion as **Exhibit AA**. The Summary Notice is to be used for all publication notice requirements. The full Notice will be directly sent to all Parties who have filed a claim with the Receiver (whether or not that claim has been accepted or rejected) as well as all other

interested Parties to this case. Service and publication of the Notice and Summary Notice in accordance with the manner and method set forth in this paragraph constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion and the Fee and Expense Motions, the Agent Settlement Agreements and the Bar Orders, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlements and object to the Motion and/or the Fee and Expense Motions, the Agent Settlement Agreements and/or the Bar Orders, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the United States Constitution. Accordingly:

a. The Receiver is directed, no later than 10 days after entry of this Order, to cause the approved form Notice to be served by first class U.S. mail, postage prepaid, to:

    i. all counsel who have appeared of record in the SEC Action, and all parties who have appeared in the SEC Action and who are not represented by counsel;

    ii. all counsel who are known by the Receiver to have appeared of record in (1) the EquiAlt Actions or (2) in any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities, or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which bar orders were requested and issued; and

viii. all Sales Agents and Non-Releasing Sales Agents.

b. The Receiver is directed, no later than 10 days after entry of this Order, to:

i. cause the approved form of Summary Notice to be published once in USA Today, The Tampa Bay Times, The Arizona Republic, The San Francisco Chronicle, and the Los Angeles Times; and

ii. cause the approved form of Notice to be published on the website maintained by the Receiver in connection with the SEC Action (www.equialtreceivership.com).

c. The Receiver is directed, no later than 5 days before the Final Approval Hearing (defined below), to file with this Court written evidence of compliance with the subparts of this paragraph, which may be in the form of an affidavit or declaration.

3. Final Hearing. The Court will conduct a hearing via Zoom before the Honorable Mary S. Scriven in the United States District Court for the Middle

District of Florida, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida, 33602, in Courtroom 7A, at __:__ _.m. on _____ ___, 2023 (the "**Final Approval Hearing**"). The link for the Zoom hearing will be circulated before the Final Approval Hearing in accordance with the Court's normal protocols and procedures. The purposes of the Final Approval Hearing will be to consider final approval of the Agent Settlement Agreements and the Davison Settlement Agreement, determination of the Fee and Expense Motions, and entry of the Bar Orders. At the Final Approval Hearing the Court also will consider approval of settlements not requiring the issuance of a bar order, among the Receiver and the following EquiAlt sales agents: MASears, LLC d/b/a Picasso Group, DeAndre Sears, Maria Antonio Sears, REIT Alliance Marketing, LLC, Ernest "Cal" Babbini, Elliott Financial Group, Inc., Todd Elliott, Elliot Financial Advisors, LLC, Greg Talbot, Rokay Unlimited, LLC, Anthony R. Spooner, Seek Insurance Services, LLC, James D. Gray, John E. Friedrichsen, Agents Insurance Sales, Barry Wilken, Barry Neal, Ben Mohr, Ben Mohr LLC, Ben Mohr, Inc., J. Wellington Financial, LLC, and Jason Jodway.

4. **Objection Deadline; Objections and Appearances at the Final Approval Hearing.** Any person who objects to the terms of the Agent Settlement Agreements, the Fee and Expense Motions, the Bar Orders, or any of the relief related to any of the foregoing, must file an objection, in writing, with the Court

pursuant to the Court's Local Rules, no later than thirty (30) days before the Final Approval Hearing. All objections filed with the Court must:

a. Contain the name, address, telephone number of the person filing the objection or his or her attorney;

b. Be signed by the person filing the objection, or his or her attorney;

c. State, in detail, the factual and legal grounds for the objection;

d. Attach any document the Court should review in considering the objection and ruling on the Motion and/or Fee and Expense Motions; and

e. If the person filing the objection intends to appear at the Final Approval Hearing, make a request to do so.

Subject to the discretion of this Court, no person will be permitted to appear at the Final Approval Hearing without first filing a written objection and requesting to appear at the hearing in accordance with the provisions of this paragraph. Copies of any objections filed must be served by email and regular U.S. mail on:

Name	Address	Email Address
Burton W. Wiand	Law Office of Burton W. Wiand, P.A. 114 Turner Street, Clearwater, FL 33756	Burt@BurtonWWiandPA.com
Guy M. Burns	Johnson Pope, Bokor Ruppell & Burns, LLP 401 East Jackson Street, Suite 3100, Tampa, FL 33601	guyb@jpfirm.com

Katherine C. Donlon	Johnson, Cassidy, Newlon & DeCort 2802 N. Howard Avenue, Tampa, FL 33607	kdonlon@jclaw.com
John K. Villa	Williams & Connolly LLP 725 Twelfth Street, N.W., Washington D.C. 20005	jvilla@wc.com
Stephen C. Richman	Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East, West Palm Beach, FL 33401	srichman@gunster.com
Simon A. Gaugush	Carlton Fields, Corporate Center Three at International Plaza, 4221 W. Boy Scout Boulevard, Suite 1000, Tampa, Florida 33607	sgaugush@carltonfields.com
Howard M. Bushman	The Moskowitz Law Firm, PLLC 2 Alhambra Plaza, Suite 601 Coral Gables, FL 33134	howard@moskowitz-law.com
Andrew S. Friedman	Bonnett Fairbourn Friedman & Balint, P.C. 7301 N. 16th St., Suite 102 Phoenix, AZ 85020	afriedman@bffb.com

Any person failing to file an objection by the time and in the manner set forth in this paragraph will be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing, and such person will be forever barred from raising such objection in this SEC Action or any other action or proceeding, subject to the discretion of this Court.

5. **Responses to Objections.** Any party to the Agent Settlement Agreements or the Davison Settlement Agreement may respond to an objection filed pursuant to this Order by filing a response in this Action. Any responses will be due 14 days after the the filing of the objection. To the extent any person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

6. **Adjustments Concerning Hearing and Deadlines.** The date, time and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, may be subject to adjournment, modification or cancellation by the Court without further notice other than that which may be posted by means of the Court's CM/ECF system in the SEC Action. **If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing.**

7. **No Admission.** Nothing in this Order, the Agent Settlement Agreements, or the Davison Settlement Agreement is or will be construed to be an admission

or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties regarding the SEC Action, any action brought by the Receiver or the Investor Plaintiffs, or any other case or proceeding.

8. **Jurisdiction.** The Court retains jurisdiction to consider all further matters relating to the Motion, the Fee and Expense Motions or the Agent Settlement Agreements and the Davison Settlement Agreement, including, without limitation, entry of an Order finally approving the Agent Settlement Agreements and the Bar Orders.

DONE AND ORDERED in Chambers at Tampa, Florida, this ____ day of _____ _____, 2022.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund, LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

Equialt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 16-CV-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants, and

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants

_____/

ORDER (I) PRELIMINARILY APPROVING SETTLEMENT BETWEEN RECEIVER, INTERIM CLASS COUNSEL, AND RAYMOND JAMES & ASSOCIATES, INC.; (II) TEMPORARILY STAYING RELATED LITIGATION AGAINST RAYMOND JAMES & ASSOCIATES, INC.; (III) APPROVING FORM AND CONTENT OF NOTICE, AND MANNER AND METHOD OF SERVICE AND PUBLICATION; (IV) SETTING DEADLINE TO OBJECT TO APPROVAL OF SETTLEMENT AND ENTRY OF BAR ORDER; AND (V) SCHEDULING A HEARING

THIS MATTER came before the Court upon the Motion for (i) Approval of Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (ii) Approval of Form, Content and Manner of Notice of Settlement and Bar Order; (iii) Temporary Stay of Related Litigation Against Raymond James & Associates, Inc.; and (iv) Entry of a Bar Order; with Incorporated Memorandum of Law [ECF No. 315] (the "Motion") filed by the Michael I. Goldberg, as the Court-appointed receiver (the "Receiver") of the entities set forth on Exhibit A to this Order (the "Receivership Entities") in the above-captioned civil enforcement action (the "SEC Action"). The Motion concerns the Receiver's request for approval of the proposed settlement with Interim Class Counsel and Raymond James & Associates, Inc. ("Raymond James") set forth in the Settlement Agreement dated April 13, 2017 (the "Settlement Agreement") attached as Ex. A to the Motion. Terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement.

By way of the Motion, the Receiver seeks an Order preliminarily approving the Settlement Agreement and establishing procedures to provide notice of the settlement and an opportunity to object, setting a deadline to object and scheduling a hearing. After reviewing the terms of the Settlement Agreement, reviewing the Motion and its exhibits, and considering the arguments and proffers set forth in the Motion, the Court preliminarily approves the Settlement Agreement and hereby establishes procedures for final approval of the Settlement Agreement and entry of the Bar Order as follows:

1. **Preliminary Approval.** Based upon the Court's review of the Settlement Agreement, the Motion and its attachments, and upon the arguments and proffers set forth in the Motion, the Court preliminarily finds that the settlement is fair, adequate and reasonable, is a prudent exercise of the business judgment by the Receiver, and is the product of good

faith, arm's length and non-collusive negotiations between the Receiver and Raymond James. The Court, however, reserves a final ruling with respect to the terms of the Settlement Agreement, including the Bar Order, until after the Final Approval Hearing (defined below).

2. **Stay of Related Litigation Against Raymond James.** The Court also finds that, under its broad equitable power, a temporary stay of the Receiver's action against Raymond James, captioned *Goldberg v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.) (the "Receiver's Action"), and the actions brought by investors in certain Receivership Entities against Raymond James, including, without limitation, *Daccache v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21575-FAM; *Zhang v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-24655-KMW (S.D. Fla.); *Gonzalez et al. v. Raymond James & Associates, Inc. et al.*, Case No. 16-17840-CA-01 (11th Jud. Cir. Miami-Dade Cty); and *Waters v. Raymond James & Associates, Inc. et al.*, Case No. 11-2016-CA-001936-0001-XX (20th Jud. Cir. Collier Cty) (collectively, the "Investor Actions"), is warranted to preserve the claims of the Receiver being settled and the orderly administration of the Receivership Estate. This stay shall only be effective with respect to claims against Raymond James and does not affect the prosecution of any claim against any other defendant in the Receiver's Action or the Investor Actions. This stay does not apply to any pending or future actions brought by any federal or state governmental bodies or agencies.

3. **Notice.** The Court approves the form and content of the notice attached as Ex. C to the Settlement Agreement (the "Notice"). Service or publication of the Notice in accordance with the manner and method set forth in this paragraph constitutes good and sufficient

notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion, the Settlement Agreement and the Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion, the Settlement Agreement, the Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the Unites States Constitution. Accordingly:

a. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement, to be served via email (or if no electronic mailing address is available, then by first class U.S. mail, postage prepaid) to

   i. all counsel who have appeared of record in the SEC Action;

   ii. all counsel for all investors who are known by the Receiver to have appeared of record in any legal proceeding or arbitration commenced by or on behalf of any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action;

   iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein; and

   iv. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver.

   v. all parties to the SEC Action, the Class Action, and the Investor Actions.

   vi. all professionals, financial institutions, and consultants of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

vii. all owners, officers, directors, and senior management employees of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

viii. other persons identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

b. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement to be published

i. twice a week for three consecutive weeks in each of The Burlington Free Press and Vermont Digger; and

ii. on the website maintained by the Receiver in connection with the SEC Action (www.JayPeakReceivership.com).

c. The Receiver is directed to provide promptly copies of the Motion, the Settlement Agreement, and all exhibits and attachments thereto, to any person who requests such documents via email to Kimberly Matregrano at kimberly.matregrano@akerman.com, or via telephone by calling Ms. Matregrano at 954-759-8929. The Receiver may provide such materials in the form and manner that the Receiver deems most appropriate under the circumstances of the request.

d. The Receiver is directed, no later than 5 days before the Final Approval Hearing (defined below), to file with the Court in the SEC Action written evidence of compliance with the subparts of this paragraph, which may be in the form of an affidavit or declaration.

4. **Final Hearing.** The Court will conduct a hearing before the Honorable Darrin P. Gayles in the United States District Court for the Southern District of Florida, Wilkie D.

Ferguson United States Courthouse, 400 North Miami Avenue, Miami, Florida 33128, in Courtroom 11-1, at 10:30 a.m. on June 30, 2017 (the "Final Approval Hearing"). The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement, entry of a Bar Order as provided in Ex. B to the Settlement Agreement, and award of attorneys' fees as described in paragraph 7.

5. **Objection Deadline; Objections and Appearances at the Final Approval Hearing.** Any person who objects to the terms of the Settlement Agreement, the Bar Order provision, the Motion, or any of the relief related to any of the foregoing, must file an objection, in writing, with the Court pursuant to the Court's Local Rules, no later than June 5, 2017. All objections filed with the Court must:

    a. Contain the name, address, telephone number of the person filing the objection or his or her attorney;

    b. Be signed by the person filing the objection, or his or her attorney;

    c. State, in detail, the factual and legal grounds for the objection;

    d. Attach any document the Court should review in considering the objection and ruling on the Motion; and

    e. If the person filing the objection intends to appear at the Final Approval Hearing, make a request to do so.

Subject to the discretion of this Court, no person will be permitted to appear at the Final Approval Hearing without first filing a written objection and requesting to appear at the hearing in accordance with the provisions of this paragraph. Copies of any objections filed must be served by email or regular mail on:

Michael I. Goldberg
(michael.goldberg@akerman.com)
Akerman LLP
350 East Las Olas Boulevard, Ste. 1600
Fort Lauderdale, FL 33301

-and-

Jeffrey C. Schneider
(jcs@lklsg.com)
Levine Kellogg Lehman Schneider + Grossman, LLP
201 S. Biscayne Blvd., 22nd Floor
Miami, FL 33131

-and-

Stanley H. Wakshlag
(shw@knpa.com)
Deborah S. Corbishley
(dsc@knpa.com)
Kenny Nachwalter, P.A.
1441 Brickell Ave., Ste. 1100
Miami, FL 33131

-and-

Thomas A. Tucker Ronzetti
(tr@kttlaw.com)
Harley S. Tropin
(hst@kttlaw.com)
Kozyak Tropin & Throckmorton, LLP
2525 Ponce de Leon Blvd., 9th Floor,
Miami, FL 33134

Any person failing to file an objection by the time and in the manner set forth in this paragraph shall be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing, and such person shall be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

6. **Responses to Objections.** Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order by filing a response in the SEC Action. To the

extent any person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

7. **Attorneys' Fee Claims Forms.** Within 30 days of the entry of this Order, all attorneys wishing to seek compensation from the Attorneys' Fund established in paragraph 10 of the Settlement Agreement for services rendered on behalf of Investors must serve the Receiver, Class Counsel, and counsel for Raymond James a claim for compensation in substantially the same form as the Attorney Claim Form attached as Exhibit "K" and file with the District Court in the SEC Action a Notice of Service of Attorney Claim Form in substantially the same form as the Notice of Service of Attorney Claim Form attached to the Settlement Agreement as Exhibit "L." Failure of an attorney to submit an Attorney Claim Form and file a Notice of Service of Attorney Claim Form within such time period shall bar compensation from the Attorneys' Fund. The procedures for distribution of the Attorneys' Fund and for resolution of disputes relating to distribution of the Attorneys' Fund set forth in paragraph 10 of the Settlement Agreement are hereby approved by this Court.

8. **Adjustments Concerning Hearing and Deadlines.** The date, time and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, shall be subject to adjournment, modification or cancellation by the Court without further notice other than that which may be posted by means of the Court's CM/ECF system in the SEC Action. **If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing.**

9. **No Admission.** Nothing in this Order or the Settlement Agreement is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the settling parties with regard to the SEC Action, the Receiver's Action, the Investor Actions, any proceeding therein, or any other case or proceeding.

10. **Jurisdiction.** The Court retains jurisdiction to consider all further matters relating to the Motion or the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement and the Bar Order provision.

DONE AND ORDERED in Chambers at Miami, Florida, this 20th day of April, 2017.

DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

EXHIBIT D

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No: 8:20-cv-00325-MSS-MRM

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

FINAL ORDER (I) APPROVING SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, AND PAUL WASSGREN, DLA PIPER LLP (US) AND FOX ROTHSCHILD LLP; AND (II) BARRING, RESTRAINING, AND ENJOINING CLAIMS AGAINST THE ATTORNEY RELEASED PARTIES

THIS MATTER came before the Court on the Joint Motion of Receiver and Investor Plaintiffs for (i) Preliminary and Final Approval of Proposed Settlements; (ii) Approval of Form, Content, and Manner of Notice of Settlements and Bar Orders; (iii) Entry of Bar Orders; and (iv) Scheduling a Hearing; with Incorporated Memorandum of Law [Dkt. __] (the "**Motion**") filed by Burton W. Wiand as the Court-appointed receiver (the **"Receiver")** of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**") and the investor Plaintiffs (the "**Investor Plaintiffs**") in *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT (the "**Investor Action**"). Pursuant to this Court's Order (I) Preliminarily Approving Settlement Among Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (II) Approving the Form and Content of Notice (the "**Notice**"), and Manner and Method of Service and Publication; (III) Setting the Deadline to Object to Approval of Settlement and Entry of Bar Order; and (IV) Scheduling a Hearing [Dkt. __] (the "**Preliminary Approval Order**"), the Court held a hearing on _____, 2023 to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver and the Investor Plaintiffs request final approval of a proposed settlement among: (1) the Investor Plaintiffs; (2) the Receiver, who filed the complaint in the litigation in the Superior Court of California, County of Los Angeles – Central District captioned *Burton W. Wiand, not individually, but solely in his capacity as Receiver v. Paul Wassgren, et al.*, Case No. 20STCV49670 (the "**Receiver Action**"); (3) Paul Wassgren, (4) DLA Piper LLP (US), and (5) Fox Rothschild LLP.

The settlement is memorialized in the settlement agreement attached to the Motion as Exhibit I (the "**Settlement Agreement**").[1]

By way of the Motion, the Receiver and the Investor Plaintiffs request entry of a bar order (the "**Bar Order**") permanently barring, restraining and enjoining any person or entity—other than any federal or state governmental bodies or agencies—from pursuing claims against any of the Attorney Released Parties (as defined herein) relating to the events and occurrences underlying the claims in the SEC Action, the Receiver Action and/or the Investor Action, any of the Receivership Entities or the Receivership Estate, or which arise directly or indirectly in any manner whatsoever from the Attorney Released Parties' activities, omissions, services or counsel, or alleged activities, omissions, services or counsel, in connection with the Receivership Entities, the Receivership Estate, EquiAlt, the EquiAlt Securities, or persons and entities who offered for sale or sold any EquiAlt Securities, including but not limited to all Sales Agents and Non-Releasing Sales Agents (hereinafter the "**Attorneys' Activities**"), to the broadest extent permitted by law.

The Court's Preliminary Approval Order preliminarily approved the Settlement Agreement, approved the form and content of the Notice, and set forth procedures for the manner and method of service and publication of the Notice to all affected parties, including all investors who invested in securities issued by EquiAlt or its wholly owned

[1] As used in this Order, the "**Settling Parties**" means the Receiver, the Investor Plaintiffs, Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. Defined and/or initial capitalized terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement. To the extent there is any discrepancy between a defined term in the Settlement Agreement and the same defined term herein, the definition in the Settlement Agreement will control.

funds or entities (collectively, the "**Investors**") and stayed the further prosecution of litigation by the parties to the action currently captioned as *Robert J. Armijo v. Paul R. Wassgren, et. al.*, Case No. 2:22-cv-08851 AB(PVCx)-JFW (MRWx), in the U.S. District Court for the Central District of California, Western Division. The Preliminary Approval Order and related documents were served by mail on all identifiable interested parties and publicized to provide the best practicable notice to any unidentified persons and to any persons for whom current mailing addresses are not available.

The Preliminary Approval Order set a deadline for affected parties to object to the Settlement Agreement and/or (ii) the Bar Order. The Preliminary Approval Order scheduled the hearing for consideration of such objections, as well as the Settling Parties' arguments and evidence in support of the Settlement Agreement and/or the Bar Order. That deadline has passed, and Objections were filed at Dkt. Nos. _____, _____, and _____.

The Receiver filed a declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order [Dkt. __] (the "**Declaration**").

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunction [Dkt. 238], the Permanent Injunction [Dkt. 260], and the Asset Freeze Order [Dkt. 11]. In addition, the Court has read and considered the Motion, the Settlement Agreement, other relevant filings of record, and the arguments

and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement, and the Bar Order, and authority to grant the Motion, approve the Settlement Agreement, enter the Bar Order, and award attorneys' fees. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action). *See also Matter of Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996) (approving settlement and bar order in a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 489, 496-97 (11th Cir. 1992) (approving settlement and bar order in a class action).

B. The service or publication of the Notice as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and was reasonably calculated under the circumstances to notify all affected persons of the Motion, the Settlement Agreement and the Bar Order, and of their opportunity to object thereto, of the deadline for objections, and of their opportunity to appear and be heard at the hearing concerning these matters. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order and all matters related thereto and to be heard at the hearing; therefore, the service and publication of the Notice complied with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any Investors, objectors, and parties to the SEC Action to be heard if they desired to participate.

D. The Settling Parties negotiated over a period of many months; their negotiations included the exchange and review of documents, multiple depositions, numerous telephone conferences, frequent written communications, and mediation at which counsel for all Settling Parties were present or available by telephone or Zoom.

E. The Settlement Agreement was entered into in good faith, is at arm's length, and is not collusive.

i. The claims the Investor Plaintiffs brought against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each plaintiff, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal issues and related arguments. Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny that they are liable in any way to the Investor Plaintiffs.

ii. The claims the Receiver brought against Paul R. Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP likewise involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal issues and related arguments. Paul R. Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny that they are liable in any way to the Receiver.

F. The Settlement Agreement provides for DLA Piper LLP (US) and Fox Rothschild LLP to each pay or cause to be paid Twenty-Two Million Dollars ($22,000,000.00), for a total, collective payment of Forty-Four Million Dollars

($44,000,000.00) (the "**Settlement Amount**") to settle the Investor Action and the Receiver Action.

G. The payment of attorneys' fees to counsel for the Investor Plaintiffs relieves the Investor Plaintiffs from the obligation to pay attorneys' fees and costs out of their own recoveries with respect to their claims against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP.

H. The Receiver will act as disbursing agent for the Settlement Amount. Subject to the approval and control of the Court, the Receiver will distribute the Settlement Amount, less any attorneys' fees and costs approved by the Court for counsel for the Investor Plaintiffs and Special Counsel for the Receiver, at such times and in such amounts as the Receiver determines to be in the best interests of the Receivership Estate.

I. The Court finds that the Settlement Amount to be paid by the Respondent Settling Parties is fair and reasonable.

J. Based upon the foregoing findings, the Court further finds and determines that entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, that the proposed settlement as set forth in the Settlement Agreement is fair, adequate and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Settlement Amount provides a recovery to the Receiver and to the Investors for the benefit of the Receivership Entities and the Investors that is well within the range of reasonableness. *See Sterling v. Stewart*, 158

F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is fair, adequate and reasonable, and is not the product of collusion between the settling parties).

K. Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP have expressly conditioned their willingness to enter into the Settlement Agreement, and pay, or cause to be paid, the Settlement Amount, on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Attorney Released Parties (as defined below) that relate in any manner whatsoever to the events and occurrences underlying the claims in the Investor Action, the Receiver Action, the EquiAlt Actions, the Armijo Action, the Receivership Entities, the Receivership Estate, or the Attorneys' Activities (the "**Barred Claims**," as more fully defined below). A necessary condition to Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP's ultimate acceptance of the terms and conditions of the Settlement Agreement is the issuance of the Bar Order and that the Bar Order becomes Final.[2] Pursuant to the terms of the Settlement Agreement, entry of the Bar Order and the Bar Order becoming Final are necessary conditions precedent to the payment of the Settlement Amount.

[2] As used in this Order, any court order being "**Final**" means a court approving and issuing an order unmodified in any material respect after the conclusion or expiration of any right or time period of any person or party to seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. For avoidance of doubt, an order, including this Order, is not considered Final prior to the conclusion or expiration of any right or time period of any person or party to seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. Without in any way limiting the foregoing, an order, including this Order, is not considered Final as used herein during the pendency of any appeal or rehearing of the order, or during the time that an appeal, rehearing, reversal, reconsideration, or modification of the order remains possible.

L. To be clear, DLA Piper LLP (US) and Fox Rothschild LLP are only willing to pay the Settlement Amount, and Paul Wassgren is only willing to consent to settle, in exchange for entry of the Bar Order and finality as to the Barred Claims. The Court finds that the Settling Parties have agreed to the settlement in good faith and that DLA Piper LLP (US) and Fox Rothschild LLP are paying a fair share of the potential damages for which they, and Paul Wassgren, are alleged to be liable, though Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny any wrongdoing or liability, and no court has determined there to be any wrongdoing or liability.

M. As alleged by the Investor Plaintiffs, the Investors made investments in debt or equity securities offerings created by EquiAlt and issued by EquiAlt's wholly owned funds and entities.

N. The Investor Action and the Receiver Action arise from Paul Wassgren's, DLA Piper LLP (US)'s and Fox Rothschild LLP's alleged conduct with respect to the funds invested in the EquiAlt Securities by the Investor Plaintiffs and their respective advice and counsel to EquiAlt related to the issuance of the EquiAlt Securities.

O. **Notice to Affected Parties**

The Receiver has given the best practical notice of the proposed Settlement Agreement and Bar Order to all known interested persons:

i. all counsel who have appeared of record in the SEC Action and all parties who have appeared in the SEC Action who are not represented by counsel;

ii. all counsel who are known by the Receiver to have appeared of record in: (1) the EquiAlt Actions or (2) any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities, or any individual investor or putative class of investors seeking relief against any person or entity relating in

any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which bar orders were requested and issued; and

viii. all Sales Agents and Non-Releasing Sales Agents.

P. The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

Q. In addition, the Receiver has published the Summary Notice approved by the Preliminary Approval Order once in USA Today, the Tampa Bay Times, the Arizona Republic, the San Francisco Chronicle and the Los Angeles Times. The Receiver has also maintained the Notice on the website maintained by the Receiver in connection with the SEC Action (www.equialtreceivership.com).

R. Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Settlement Agreement and Bar Order or has been provided sufficient information to put them on notice how to obtain more information and/or object, if they wished to do so.

S. The Bar Order and the releases in the Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the Investors and other stakeholders and creditors. The Receiver has established a claims process through which Investors and other interested parties may seek disbursement of funds, including the Settlement Amount to the extent such amounts have not been used to administer the Receivership Estate or for the benefit of the Receivership Estate. The interests of the Investors, the Receivership Entities, and, thereby, the interests of other stakeholders and creditors were well-represented by the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel, and by counsel for the Investor Plaintiffs, acting in the best interest of the Investors based on their experienced counsel. Accordingly, the Settlement Agreement is fair, adequate and reasonable, and in the best interests of all creditors of, Investors in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against the Attorney Released Parties relating to the Barred Claims. The Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action., there is no just reason for delay of the finality of this Order.

T. Approval of the Settlement Agreement and the Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Settling Parties have shown good reason for the approval of the Settlement Agreement

and Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Order, including, but not limited to, those not filed as of the date of this Court's execution of this Order, are deemed waived and overruled.

2. The Settlement Agreement is **APPROVED** and is final and binding upon the Settling Parties and their successors and assigns as provided in the Settlement Agreement. The Settling Parties are authorized to perform their obligations under the Settlement Agreement.

3. The Receiver will disburse the Settlement Amount in accordance with the terms and conditions of the Settlement Agreement and a plan of distribution to be approved by this Court. Without limitation of the foregoing, upon payment of the Settlement Amount as set forth in the Settlement Agreement, the releases set forth in Section II.D of the Settlement Agreement are **APPROVED** and are final and binding on the Parties and their successors and assigns as provided in the Settlement Agreement.

4. The Bar Order as set forth in Paragraph 5 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary

and appropriate as "ancillary relief" to that proceeding); *Munford, Inc. v. Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996).

5. **BAR ORDER AND INJUNCTION: THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE ATTORNEY RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS,** as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity, other than the Arizona Corporation Commission, Securities and Exchange Commission or any other regulatory authority. Barred Persons includes, without limitation: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) persons and entities who offered for sale or sold any EquiAlt Securities, including but not limited to all Sales Agents and Non-Releasing Sales Agents; (v) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (vi) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) claims released in the Settlement Agreement; (ii) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (iii) the

events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iv) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (v) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the Attorneys' Activities. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Attorney Released Parties**" means: DLA, Fox, and Paul Wassgren, each of which is an "**Attorney Released Party**";

e. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

f. "**Court**" means: the United States District Court for the Middle District of Florida;

g. "**DLA**" means: DLA Piper LLP (US) and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including, without limitation, Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

i. "**EquiAlt Securities**" means: all securities issued by any of the Receivership Entities and their parents, subsidiaries, affiliates, predecessors, successors, and assigns;

j. "**Fox**" means: Fox Rothschild LLP and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers,

directors, employees, representatives, partners, counsel, associates, insurers, or agents;

k. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**"; and

l. "**Receiver Sales Agent Action**" means: *EquiAlt Fund, LLC, et al. v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida.

m. This Bar Order does *not* apply to: (i) the United States of America, its agencies or departments, or to any state or local government; and (ii) the Settling Parties' respective obligations under the Settlement Agreement.

n. Nothing in this Bar Order is or will be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

o. No Attorney Released Party will have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation,

disbursement or other use of the amount paid in settlement under the Settlement Agreement.

p. This Bar Order will not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

q. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

r. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order may be subject to such remedies for contempt as the Court may deem appropriate.

6. All Barred Claims against the Attorney Released Parties, including those in the Investor Action, are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the period of time that any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

7. The Investor Plaintiffs and the Receiver are directed and authorized to dismiss their claims against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP with prejudice, when this Order is Final within the meaning of the Settlement Agreement, in accordance with the terms of the Settlement Agreement with no party

admitting to wrongdoing or liability and all parties responsible for their attorneys' fees and costs.

8. This Order will be served by counsel for the Receiver via email, first class mail or international delivery service, on any person or entity afforded notice (other than publication notice) pursuant to the Preliminary Approval Order.

9. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the Bar Order and releases herein or in the Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising this Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

10. Nothing in this Order will operate in any way to release, waive or limit the rights of any Settling Party to sue for any alleged breach of the Settlement Agreement.

11. Nothing in this Order bars the Settling Parties from pursuing claims and causes of action they may have against any person or entity not specifically released by them in the Settlement Agreement.

12. In any action against a non-settling person or entity commenced by or on behalf of the Receiver, the Receivership Entities, or the Investors, the non-settling person or entity shall be entitled to assert as a defense that, but for this Order, it would have been entitled to indemnification or contribution from the Attorney Released Parties for any judgment entered in the action. Such defense will be pled and adjudicated like any other defense in the action. If it is determined in the action that the non-settling person or entity

would, in fact, have been entitled to indemnification or contribution from the Attorney Released Parties, then any judgment entered against the non-settling person or entity in the action will be reduced, dollar-for-dollar, by the amount of indemnification or contribution from the Attorney Released Parties to which the non-settling person or entity would have been entitled. This provision is without prejudice to whatever rights any non-settling person or entity may have (if any) to setoff under applicable law in any action which is now pending or which may be brought in the future by or on behalf of the Receiver, the Receivership Entities, or any Investor.

DONE AND ORDERED in Chambers at Tampa, Florida, this ___ day of _____, 2023.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund, LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

EquiAlt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT E

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No. 8:20-cv-00325-MSS-MRM

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

FINAL ORDER (I) APPROVING SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, CERTAIN SALES AGENTS AND BRIAN DAVISON; AND (II) BARRING, RESTRAINING, AND ENJOINING CERTAIN CLAIMS

THIS MATTER came before the Court on the "Joint Motion of Receiver and Investor Plaintiffs for (i) Preliminary and Final Approval of Proposed Settlements; (ii) Approval of Form, Content, and Manner of Notice of Settlements and Bar Order; (iii) Entry of Bar Order; and (iv) Scheduling a Hearing;" with Incorporated Memorandum of Law [Dkt. ___] (the "**Motion**") filed by Burton W. Wiand as the Court-appointed receiver (the **"Receiver")** of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**") and the investor Plaintiffs (the "**Investor Plaintiffs**") in *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren*, et al., Case No. 8:20-cv-01677-MSS-CPT (the "**Investor Action**"). Pursuant to this Court's Order (i) preliminarily approving the proposed settlements among Receiver, Investor Plaintiffs, and certain sales agents and management defendants; (ii) approving the form and content of notice (the "**Notice**"), and manner and method of service and publication; (iii) setting the deadline to object to approval of settlements and entry of a bar order; and (iv) scheduling a hearing [Dkt. ___] (the "**Preliminary Approval Order**"), the Court held a hearing on _____ ___, 2023, to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver and the Investor Plaintiffs request final approval of the proposed settlements (the "**Agent Settlement Agreements**") among the Receiver, the Investors and the following EquiAlt sales agents: Family Tree Estate Planning, LLC, Jason Wooten, MASears, LLC d/b/a Picasso Group, DeAndre

Sears, Maria Antonio Sears, American Financial Security, LLC, American Financial Investments, LLC, Ronald F. Stevenson, Barbara Stevenson, Live Wealthy Institute, LLC, Dale Tenhulzen, REIT Alliance Marketing, LLC, Ernest "Cal" Babbini, Elliott Financial Group, Inc., Todd Elliott, Elliot Financial Advisors, LLC, Greg Talbot, Rokay Unlimited, LLC, Anthony R. Spooner, Seek Insurance Services, LLC, James D. Gray, John E. Friedrichsen, Agents Insurance Sales, Barry Wilken, Barry Neal, Ben Mohr, Ben Mohr LLC, Ben Mohr, Inc., Marketing Dynamics, Inc., Tim LaDuca, J. Wellington Financial, LLC, and Jason Jodway (collectively, "the **Sales Agent Defendants**").[1] The Receiver and the Investor Plaintiffs also request entry of the bar ordere required by a settlement (the **"Davison Settlement Agreement**") between the Investor Plaintiffs and Brian Davison ("**Davison**").

The Agent Settlement Agreements are memorialized in the settlement agreements attached to the Motion as **Exhibits J-X**. The Davison Settlement Agreement is memorialized in the settlement agreement attached to the Motion as **Exhibit Y**.

[1] The Receiver has filed an action (the "**Receiver's Sales Agent Action**") against Jason Wooten, Family Tree Estate Planning, LLC, DeAndre P. Sears, MASears LLC d/b/a Picasso Group, Ronald F. Stevenson, American Financial Security, LLC, American Financial Investments, LLC, Dale Tenhulzen, Live Wealthy Institute, LLC, Ernest Babbini, Bobby Joseph Armijo, Joseph Financial Inc., Todd Elliot, Elliott Financial Group, Inc., John Marques, Lifeline Innovations & Insurance Solutions LLC, Greg Talbot, Anthony Spooner, Rokay Unlimited, LLC, James D. Gray, Seek Insurance Services, LLC, John E. Friedrichsen, Patrick J. Runninger, The Financial Group, LLC, Edgar Lozano, GIA, LLC, Barry Wilken, Agents Insurance Sales, Joe Prickett, J. Prickett Agency, Barry Neal, Ben Mohr, Tim Laduca, Marketing Dynamics Inc., Jason Jodway and J. Wellington Financial, LLC captioned as *Burton W. Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida.

As used in this Order, the "Settling Parties" means the Receiver, the Investor Plaintiffs, the Sales Agent Defendants, and Davison. Defined and/or initial capitalized terms used but not defined in this Order have the meaning ascribed to them in the respective Agent Settlement Agreement. To the extent there is any discrepancy between a defined term in the Agent Settlement Agreement and the same defined term herein, the definition in the Agent Settlement Agreement will control.

By way of the Motion, the Receiver and the Investor Plaintiffs also request entry of a bar order (the "**Bar Order**") permanently barring, restraining and enjoining any person or entity—other than any federal or state governmental bodies or agencies—from pursuing claims against Davison or certain of the Sales Agent Defendants relating to the events and occurrences underlying the claims in the SEC Action, the Receiver Action, and/or the Investor Action, any of the Receivership Entities or the Receivership Estate, or which arise directly or indirectly in any manner whatsoever from the activities, omissions or services in connection with the Receivership Entities, the Receivership Estate, EquiAlt or the EquiAlt Securities to the broadest extent permitted by law.

The Court's Preliminary Approval Order preliminarily approved those Agent Settlement Agreements conditioned upon entry of bar orders and the bar order required by the Davison Settlement Agreement, approved the form and content of the Notice, and set forth procedures for the manner and method of service and publication of the Notice to all affected parties, including all investors who invested in securities issued by EquiAlt or its wholly owned funds or entities (collectively, the "**Investors**").

The Preliminary Approval Order and related documents were served by mail on all identifiable interested parties and publicized to provide the best practicable notice to any unidentified persons and to any persons for whom current mailing addresses are not available.

The Preliminary Approval Order set a deadline for affected parties to object to (i) certain of the Agent Settlement Agreements; and/ or (ii) the Bar Order. The Preliminary Approval Order scheduled the hearing for consideration of such objections, as well as the Settling Parties' arguments and evidence in support of the Agent Settlement Agreements, and/or the Bar Order. That deadline has passed, and Objections were filed at Dkt. Nos. _____, _____, and _____.

The Receiver filed a declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order [Dkt. ___] (the "**Declaration**").

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunction [Dkt. 238], the Permanent Injunction [Dkt. 260], and the Asset Freeze Order [Dkt. 11]. In addition, the Court has read and considered the Motion, the Agent Settlement Agreements, the Davison Settlement Agreement, other relevant filings of record, and the arguments and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Agent Settlement Agreements, the Davison Settlement Agreement, the Bar Order, and authority to grant the Motion, approve the Agent Settlement Agreements and the Davison Settlement Agreement, enter the Bar Order, and any award of attorneys' fees or expenses. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 F. App'x 360, 362 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action). *See also Matter of Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996) (approving settlement and bar order in a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (approving settlement and bar order in a class action).

B. The service or publication of the Notice and Summary Notice as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and was reasonably calculated under the circumstances to notify all affected persons of the Motion, the Agent Settlement Agreements, the Davison Settlement Agreement, and the Bar Order, and of their opportunity to object , of the deadline for objections, and of their opportunity to appear and be heard at the hearing concerning these matters. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Agent Settlement Agreements, and the Bar Order and all matters related thereto and to be heard at the hearing; therefore, the service and publication of the Notice complied with all requirements of applicable law, including, without limitation, the Federal Rules of

Civil Procedure, the Court's local rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any Investors, objectors, and parties to the SEC Action to be heard if they desired to participate.

D. The Receiver and the Investor Plaintiffs negotiated with the Sales Agent Defendants and with Davison over a period of many months; their negotiations included the exchange and review of documents, multiple depositions, numerous telephone conferences, frequent written communications, and in some instances a mediation at which counsel for the Settling Parties were present or available by telephone or Zoom.

E. The Agent Settlement Agreements and the Davison Settlement Agreement were entered into in good faith, are at arm's length, and are not collusive.

i. The claims brought by the Receiver and those threatened to be brought by the Investor Plaintiffs against the Sales Agent Defendants involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each plaintiff, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal issues and related arguments. The Sales Agent Defendants deny that they are liable in any way to the Receiver or to the Investor Plaintiffs.

ii. The claims threatened to be brought by the Investor Plaintiffs against Davison involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each plaintiff, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple

witnesses in multiple fora, and substantial legal issues and related arguments. Davison denies that that he is liable in any way to the Investor Plaintiffs.

F. To settle the claims brought against them in Receiver's Sales Agent Action and those that could be brought against them by the Investor Plaintiffs, the Agent Settlement Agreements provide for the Sales Agent Defendants to (a) collectively pay or cause to be paid a total of approximately $5.7 million, and (b) to release any and all claims against the Receivership Estate, including as either sales agents or investors in EquiAlt (collectively, the "**Agent Settlement Amount**").

G. The amounts payable under each of the Agent Settlement Agreements are fair, reasonable and adequate given the costs and risks associated with the claims asserted in the Receiver's Sales Agent Action and/or those available to the Investor Plaintiffs, the amount of the commissions received by each of the Sales Agent Defendants, and/or considering the financial resources of the Sales Agent Defendants, as investigated by the Receiver and the Investor Plaintiffs.

H. The Court finds that the Agent Settlement Amount to be paid by the Sales Agent Defendants is fair and reasonable.

I. The Receiver will act as disbursing agent for the Agent Settlement Amount. The Receiver will be permitted to distribute the Agent Settlement Amount at such times and in such amounts as the Receiver determines to be in the best interests of the Receivership Estate.

J. The Court further finds that the terms of the Agent Settlement Agreements and the Davison Settlement Agreement are fair, reasonable and adequate

based on the execution and delivery by the Sales Agent Defendants and Davison of releases and covenants not to sue DLA Piper LLP (US), Fox Rothschild LLP and Paul Wassgren (collectively the "**Lawyer Defendants**"), the procurement of which by the Receiver and the Investor Plaintiffs were express and integral conditions to a settlement agreement (the "**Lawyer Settlement Agreement**") by which the Lawyer Defendants have agreed to pay the gross amount of $44 million in settlement of claims brought against them by the Investor Plaintiffs in the Investor Action and by the Receiver in *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et al. v. Paul R. Wassgren, et al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles (the "**Receiver's Lawyer Action**").

K. Based upon the foregoing findings, the Court further finds and determines that entry into each of the Agent Settlement Agreements is a prudent exercise of business judgment by the Receiver and the Investor Plaintiffs, on the one hand, and by the Sales Agent Defendants, on the other hand, and the proposed settlements as set forth in the Agent Settlement Agreements are fair, adequate and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Agent Settlement Amount provides a recovery to the Receiver and to the Investors for the benefit of the Receivership Entities and the Investors that is well within the range of reasonableness. *See Sterling v. Stewart*, 158 F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is

fair, adequate and reasonable, and is not the product of collusion between the settling parties).

L. Sales Agent Defendants Family Tree Estate Planning, LLC, James Wooten, American Financial Security, LLC, American Financial Investments, LLC, Ronald F. Stevenson, Barbara Stevenson, Live Wealthy Institute, LLC, Dale Tenhulzen, Marketing Dynamics, Inc., and Tim LaDuca (collectively the "**Agent Bar Order Recipients**") and Davison have expressly conditioned their willingness to enter into the respective settlement agreements, on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Released Parties (as defined below) that relate in any manner whatsoever to the events and occurrences underlying the claims in the Receiver Sales Agent Action, the Investor Action, the Receivership Entities, the Receivership Estate, or (the "**Barred Claims**," as more fully defined below). Accordingly, issuance of the Bar Order is a necessary and integral condition to the acceptance by the Agent Bar Order Recipients and Davison of the terms and conditions of their respective settlement agreements.

M. To be clear, the Agent Bar Order Recipients and Davison are (a) only willing to enter their respective settlement agreements and (b) only willing to provide the releases and covenants not to sue that are express conditions of the Lawyer Settlement Agreement in exchange for entry of the Bar Order. The Court finds that the parties to the Agent Settlement Agreements and the Davison Settlement Agreement have agreed to those settlements in good faith.

N. **Notice to Affected Parties**

The Receiver has given the best practical notice of the Agent Settlement Agreements, the Davison Settlement Agreement, and the Bar Order to all known interested persons:

i. all counsel who have appeared of record in the SEC Action and all parties who have appeared in the SEC Action who are not represented by counsel;

ii. all counsel who are known by the Receiver to have appeared of record in (1) the EquiAlt Actions or (2) any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities, or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which Bar Order were requested and issued; and.

viii. all Sales Agents and Non-Releasing Sales Agents.

O. The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

P. In addition, the Receiver has published the Summary Notice approved by the Preliminary Approval Order once in USA Today, the Tampa Bay Times, the Arizona Republic, the San Francisco Chronicle, and the Los Angeles Times. The Receiver has also maintained the Notice on the website maintained by the Receiver in connection with the SEC Action (www.equialtreceivership.com).

Q. Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Agent Settlement Agreements, the Davison Settlement Agreement, and the Bar Order or has been provided sufficient information to put them on notice how to obtain more information and/or object, if they wished to do so.

R. The Bar Order and the releases in the Agent Settlement Agreements executed by the Agent Bar Order Recipients and the Davison Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the Investors and other stakeholders and creditors. The Receiver has established a distribution process through which Investors and other interested parties may seek disbursement of funds, including the Agent Settlement Amount to the extent such amounts have not been used to

administer the Receivership Estate or for the benefit of the Receivership Estate. The interests of persons affected by the Bar Order and the releases in the Settlement Agreements were well represented by the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel and by counsel for the Investor Plaintiffs, acting in the best interest of the Investors based on their experienced counsel. Accordingly, the Agent Settlement Agreements and the Bar Order required by the Davison Settlement Agreement are fair, adequate and reasonable, and in the best interests of all creditors of, Investors in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against the Agent Bar Order Recipients and/or Davison relating to the Barred Claims. The Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action and there is no just reason for delay of the finality of this Order.

S. Approval of the Agent Settlement Agreement, the Davison Settlement Agreement, and the Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Receiver, and the Investor Plaintiffs have shown good reason for the approval of the Agent Settlement Agreements, the Davison Agreement, and Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Order, including, but not limited to, those not filed as of the date of this Court's execution of this Order, are deemed waived and overruled.

2. The Agent Settlement Agreements and the Davison Settlement Agreement are **APPROVED** and are final and binding upon the Settling Parties and their successors and assigns as provided in those settlement agreements. The Settling Parties are authorized to perform their obligations under the Agent Settlement Agreements and the Davison Settlement Agreement.

3. The Receiver will disburse the net Agent Settlement Amount in accordance with the terms and conditions of the Agent Settlement Agreements and the plan of distribution to be approved by this Court. Without limitation of the foregoing, upon payment of the Agent Settlement Amount as set forth in the respective Agent Settlement Agreement, the releases set forth in that Agent Settlement Agreement is **APPROVED** and final and binding on the Parties and their successors and assigns as provided in those settlement agreements.

4. The Bar Order as set forth in Paragraph 5 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as "ancillary relief" to that proceeding); *Munford, Inc. v.*

Munford, Inc., 97 F.3d 449, 454-55 (11th Cir. 1996); *In re Jiffy Lube Securities Litig.*, 927 F.2d 155 (4th Cir. 1991); *Eichenholtz v. Brennan*, 52 F.3d 478 (3d Cir. 1995).

5. **BAR ORDER AND INJUNCTION: THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS,** as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity, other than the Arizona Corporation Commission, Securities Exchange Commission or any other regulatory authority, including without limitation: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) persons and entities who offered for sale or sold any EquiAlt Securities; (v) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (vi) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever. Notwithstanding the foregoing, the

Receiver is not barred from pursuing all rights and remedies with respect to the Final Judgment in favor of the SEC and against Davison entered in the above-captioned action on August 5, 2021, including those rights and remedies that the Receiver has under the assignment executed by Davison on May 17, 2021;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" **means with respect to the Agent Bar Order Recipients**: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or

other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (ii) the events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iii) the events or occurrences underlying the claims or allegations in the Receiver's Sales Agent Action, or claims or allegations that could have been brought in the Receiver's Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the EquiAlt Defendants, including but not limited to those events, transactions and circumstances relating in any way to the Sales Agent Activities. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Barred Claims" means with respect to Davison**: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints,

cross claims, counter claims, or third party claims or proceedings of any nature other than claims filed or which may be filed in the future by the Department of Justice, the SEC, any other regulatory authority, or the Receiver as described in paragraph a., above, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) claims released in the Davison Settlement Agreement; (ii) the events or occurrences underlying the claims or allegations in the above-captioned action, or claims or allegations that could have been brought in the above-captioned action; (iii) the events or occurrences underlying the claims or allegations in the Receiver's Sales Agent Action, or claims or allegations that could have been brought in the Receiver's Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Receiver's Lawyer Action, or claims or allegations that could have been brought in the Receiver's Lawyer Action; or (v) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged

injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

e. "**Davison**" means: Brian Davison;

f. "**Released Parties**" means: Ronald F. Stevenson; Barbara Stevenson; American Financial Security, LLC; American Financial Investments, LLC; Jason Wooten; Family Tree Estate Planning, LLC; Tim LaDuca; Marketing Dynamics, Inc.; Dale Tenhulzen; Live Wealthy Institute, LLC; and Davison;

g. "**Sales Agent Activities**" means: the acts, omissions, or services of the Agent Bar Order Recipients in connection with the EquiAlt Defendants or the claims or allegations underlying the SEC Action, the Investor Action, or the Receiver's Sales Agent Action;

h. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

i. "**Court**" means: the United States District Court for the Middle District of Florida;

j. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the

SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including, without limitation, Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Davison and Barry Rybicki;

k. "**EquiAlt Securities**" means: all securities issued by any of the Receivership Entities and their parents, subsidiaries, affiliates, predecessors, successors, and assigns;

l. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**;"

m. "**Receiver**" means: Burton W. Wiand in his capacity as the court-appointed Receiver for the EquiAlt Defendants;

n. "**Receiver's Sales Agent Action**" means: *EquiAlt Fund, LLC, et al. v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida;

o. "**Receiver's Lawyer Action**" means: *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et al. v. Paul R. Wassgren, et al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles.

p. **"SEC Action**" means: the above-captioned action.

q. This Bar Order does ***not*** apply to: (i) the United States of America, its agencies or departments, or to any state or local government; and (ii) the Settling Parties' respective obligations under the Agent Settlement Agreements or the Davison Settlement Agreement.

r. Nothing in this Bar Order is or will be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the settling parties with regard to any case or proceeding, including the Investor Action or the Receiver's Sales Agent Action.

s. No Released Party will have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of any assets of the Receivership.

t. This Bar Order will not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for

reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

u. All Barred Claims against the Released Parties are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the period of time that any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

v. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

w. This Bar Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) as ordered by the Court.

6. Nothing in this Order is intended to nor should be construed to release, limit, or otherwise modify any right, claim, or defenses that the Receiver or one or more Investor Plaintiffs might have with respect to individual claims submitted to the Receiver to recover his, hers, or its investment losses as part of the Receivership claims process.

7. Nothing in this Order shall operate in any way to release, waive, or limit the rights of the Receiver or one or more Investor Plaintiffs, if any, to pursue claims against other third parties unrelated to Davidson or the Sales Agent Released Parties.

8. Nothing in this Order bars the Settling Parties from pursuing claims and causes of action they may have against any person or entity not specifically released by them in the Agent Settlement Agreement or the Davison Settlement Agreement..

9. Nothing in this Order will operate in any way to release, waive or limit the rights of any Settling Party to sue for any alleged breach of the Agent Settlement Agreement or the Davison Settlement Agreement.

10. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the Bar Order and releases herein or in the Agent Settlement Agreement or Davison Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the Bar Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

11. Any party, attorney, or other person who acts in a manner contradictory to this Order shall be subject to such remedies for contempt as the Court shall deem appropriate.

DONE AND ORDERED in Chambers at Tampa, Florida, this ____ day of _____, 2023.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund, LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

Equialt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT F

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RICHARD GLEINN and PHYLLIS GLEINN, CARY TOONE, JOHN CELLI 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, BERTRAM D. GREENBERG, as trustee for the Greenberg Family Trust, BRUCE R. AND 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, individually and on behalf of others similarly situated, Plaintiffs, vs. PAUL WASSGREN, an individual; DLA PIPER (US), a limited liability partnership; and FOX ROTHSCHILD LLP, a limited liability partnership, Defendants.	Case No. **8:20-cv-01677-VMC-CPT** **JURY DEMANDED**

AMENDED CLASS ACTION COMPLAINT

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; Marcia O'Neal; and Sean O'Neal, as trustee for The O'Neal Family Trust Dated 4/6/2004, as amended (collectively, "Plaintiffs") allege the following claims for their complaint against Defendants Paul Wassgren ("Wassgren"), DLA Piper (US) ("DLA Piper") and Fox Rothschild LLP ("Fox

Rothschild") (collectively, "Defendants"). Plaintiffs allege the following on information and belief, except as to those allegations that specifically pertain to the named Plaintiffs, which are alleged on personal knowledge.

INTRODUCTION

1. Plaintiffs bring this class action against the Defendants to obtain rescission, damages, and/or other relief on behalf of themselves and hundreds of other investors who collectively have lost millions of dollars in a Ponzi scheme orchestrated and perpetrated by the principals of EquiAlt, a private real estate investment firm based in Florida. The Ponzi scheme, which involved the unlawful sale of unregistered securities ("the EquiAlt Securities") combined with fraudulent misrepresentations, was carried out by the managers of EquiAlt acting in concert with Wassgren, a partner at the Fox Rothschild law firm and, later, a partner at the DLA Piper law firm.

2. EquiAlt and its promoters could not have perpetuated the massive fraudulent Ponzi scheme without the active assistance and participation of their lawyers. This class action is brought on behalf of the EquiAlt investors in (1) Florida, (2) California, (3) Arizona, (4) Colorado, and (5) Nevada seeking to hold accountable Wassgren, Fox Rothschild, and DLA Piper—the lawyers who knowingly aided and abetted the fraudulent scheme.

3. Over time, EquiAlt and Wassgren, through integrated offerings of unregistered securities, raised more than $170 million from at least 1,100 investors located in various states, including investors residing in Florida, California, Arizona, Colorado and Nevada. A large percentage of the EquiAlt investors are elderly and many of them invested their life savings in the unregistered EquiAlt Securities.

4. On February 11, 2020, the Securities and Exchange Commission ("SEC") in the Middle District of Florida filed an enforcement action against EquiAlt, the EquiAlt investment funds, and the EquiAlt promoters, Brian Davison (Chief Executive Officer) and Barry Rybicki (Managing Director), seeking injunctive and other relief (the "SEC Action"). The complaint in the SEC Action charges that those defendants operated EquiAlt as a Ponzi scheme and committed multiple violations of the Federal securities laws:

> The Commission brings this emergency action to halt an ongoing fraud conducted by EquiAlt LLC, a private real estate investment company. Beginning in 2011, to the present, Defendants EquiAlt, Brian Davison and Barry Rybicki conducted a Ponzi scheme raising more than $170 million from over 1,000 investors nationwide, many of them elderly, through fraudulent unregistered securities offerings. Defendants promised investors that substantially all of their money would be used to purchase real estate in distressed markets in the United States and their investments would yield generous returns. Instead, EquiAlt, Davison and Rybicki misappropriated millions in investor funds for their own personal use and benefit.

Complaint for Injunctive and Other Relief and Demand for Jury Trial, ¶ 1, copy attached as **Exhibit A.**

5. Three days after the SEC filed the SEC Action, EquiAlt was placed into a liquidating receivership. On May 8, 2020, the EquiAlt Receiver ("The Receiver") filed its first quarterly report, a copy of which is attached as **Exhibit B** ("the Receiver's Report"). The Receiver's Report includes extensive findings regarding the operations of the EquiAlt Ponzi scheme. In particular, the Receiver reported:

> These [EquiAlt] investments were sold without registration with either state or federal regulatory agencies. The offerings were purportedly made pursuant to federal exemptions from registration under the provisions of the Securities Act of 1933 provided in Regulation D. However, none of the first four [EquiAlt] Funds qualified for a Regulation D exemption or any other exemption from registration. The offerings appear to be one continuous fraudulent offering of unregistered securities. The lack of any exemption was clear to the perpetrators from the language contained in offering documents delivered to investors.

Ex. B at 14.

PARTIES AND NON-PARTY ACTORS

PLAINTIFFS

6. Plaintiffs Richard and Phyllis Gleinn are individuals and spouses, who reside and are domiciled in Sumter County, Florida. The Gleinns are investors in EquiAlt Securities.

7. Plaintiff Cary Toone is an individual who resides and is domiciled in the State of Arizona. Toone is an investor in EquiAlt Securities.

8. Plaintiffs John and Maria Celli are individuals and spouses who reside and are domiciled in the State of Arizona. The Cellis are investors in EquiAlt Securities.

9. Plaintiff Steven J. and Tracey F. Rubinstein are individuals and spouses who reside and are domiciled in the State of Arizona. The Rubinsteins are trustees of the Rubinstein Family Living Trust Dated 6/25/2010, which invested in EquiAlt. The Rubinsteins, via their trust, are investors in EquiAlt Securities.

10. Plaintiff Eva Meier is an individual who resides and is domiciled in San Diego, California. Meier is an investor in EquiAlt Securities.

11. Plaintiff Georgia Murphy is an individual who resides and is domiciled in San Diego, California. Meier is an investor in EquiAlt Securities.

12. Plaintiff Greenberg is the trustee of the Greenberg Family Trust, a revocable trust. Plaintiff Bert Greenberg is, and was at all material times, who resides and is domiciled in Santa Clara County, California. Greenberg is an investor in EquiAlt Securities.

13. Plaintiffs Bruce R. Hannen and Geraldine Mary Hannen are spouses and individuals who reside and are domiciled in the state of Colorado. The Hannens are investors in EquiAlt Securities.

14. Plaintiffs Rory and Marcia O'Neal are individuals and spouses who reside and are domiciled in the State of Nevada. The O'Neals are investors in EquiAlt Securities.

15. Plaintiff Sean O'Neal is the trustee of the O'Neal Family Trust. Plaintiff Sean O'Neal is an individual who resides and is domiciled in the State of Nevada. O'Neal is an investor in EquiAlt Securities.

16. Plaintiff Robert Cobleigh is an individual who resides and is domiciled in the State of California. Cobleigh is an investor in EquiAlt Securities.

DEFENDANTS

17. Defendant DLA Piper is a Maryland limited liability partnership operating as a law firm with its principal place of business at 6225 Smith Avenue, Baltimore, MD 21209. DLA Piper is thus a citizen of Maryland. DLA Piper does business in Florida at 200 South Biscayne Boulevard, Suite 2500, Miami, Florida.

18. Defendant Fox Rothschild is a Pennsylvania limited liability partnership operating as a law firm with its principal place of business located at 2000 Market St, 20th Floor, Philadelphia, PA, 19103. Fox Rothschild is thus a citizen of Pennsylvania. Fox Rothschild does business in Florida at One Biscayne Tower, 2 South Biscayne Blvd., Suite 2750, Miami Florida.

19. Fox Rothschild and DLA Piper served as EquiAlt's legal counsel in connection with the offer and sale of the EquiAlt Securities

20. Defendant Wassgren is an individual who resides and is domiciled in the State of California. Wassgren is thus a citizen of California. Wassgren is an attorney who has been a partner at DLA Piper since 2017. Prior to his affiliation with DLA Piper, Wassgren was a partner at Fox Rothschild. At all times relevant to the allegations of this complaint, Wassgren was acting within

the course and scope of his employment with Fox Rothschild and his later employment with DLA Piper.

OTHER NON-PARTY ACTORS

21. Non-defendant EquiAlt LLC ("EquiAlt") is a Nevada limited liability company that engaged in the offer and sale of the EquiAlt Securities to investors in several states, including Florida.

22. Non-defendant Brian Davison ("Davison") is the former CEO of EquiAlt.

23. Non-defendant Barry Rybicki (Rybicki") is a Managing Director of EquiAlt.

24. Non-defendants EquiAlt Fund LLC ("Fund 1"); EquiAlt Fund II, LLC ("Fund 2"), EquiAlt Fund III, LLC ("Fund 3") and EA SIP LLC ("Fund 4") (collectively, the "Funds") are investment funds formed by Non-Defendants Davison and Rybicki to raise monies from investors through the sale of the EquiAlt Securities.

25. Non-Defendants EquiAlt, the Funds, Davison, and Rybicki are hereinafter referred to collectively as the "Non-Defendant Promoters."

JURISDICTION AND VENUE

26. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 ("CAFA") codified as 28 U.S.C. § 1332(d)(2). The matter in controversy exceeds $5,000,000, in the aggregate, exclusive of interest and costs; each alleged class will have 100 or more members, and minimal diversity exists.

27. This Court has personal jurisdiction over each Defendant because each Defendant was involved in the marketing and sale of the EquiAlt Securities issued from EquiAlt headquarters in Tampa, Florida. Defendants have purposefully availed themselves of the laws of the State of Florida and have established minimum contacts with the State of Florida. The Court also has

personal jurisdiction under Fla. Stat. §§ 48.193(1)(a)(1) over the Defendants because they operate, conduct, engage in, or carrying on a business or business venture in this state or having an office or agency in this state. Both Fox Rothschild and DLA Piper transact substantial business in Florida, including from a DLA office in Miami, Florida, and Fox Rothschild offices in Miami and West Palm Beach, Florida. Defendants market, promote, distribute, and render their services in Florida, causing Defendants to incur both obligations and liabilities in Florida. Further, the Court has personal jurisdiction over Wassgren under Fla. Stat. § 48.193(1)(a)(2).

28. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district. In addition, the SEC Action was filed in this district.

GENERAL ALLEGATIONS

A. Background of the EquiAlt Ponzi Scheme

29. EquiAlt was formed in 2011 by its Chief Executive Officer Davison and its Managing Director Rybicki (collectively, the "Managers"). EquiAlt represented to its investors in offering documents that substantially all of their invested funds would be used to purchase, rehabilitate and sell for profit single-family properties located in distressed markets throughout the United States, thereby generating generous returns of 8–12% for the investors. Instead, EquiAlt, Davison, and Rybicki with the active assistance of Defendants perpetrated an illegal Ponzi scheme by which they fraudulently misappropriated millions of dollars for their own personal benefit from the offer and sale of unregistered securities in violation of the federal and state securities laws, through a network of unlicensed sales agents located in Florida, California, Arizona, Colorado, and Nevada, and other states.

30. According to the Declaration of Mark Dee filed in the SEC action, EquiAlt morphed into a Ponzi scheme soon after its inception in 2011. A copy of the Declaration of Mark

Dee (the "Dee Declaration") is attached as **Exhibit C.** Mr. Dee, a Senior Accountant for the SEC, attested that Davison and Rybicki misappropriated millions of dollars for their own personal benefit, misused investor funds for purposes inconsistent with the Private Placement Memorandums used to offer and sell the EquiAlt Securities ("PPMS"), and saddled the Funds with financial losses stemming from excessive fees, bonuses and payments to insiders and affiliated entities. These excessive misappropriated fees rendered EquiAlt insolvent and unable to pay the amounts due to investors other than by raising new investor funds as part of the resulting Ponzi scheme. In short order the proceeds received by the Funds from property sales and loan receipts were inadequate to pay the high payments due to investors under the unregistered EquiAlt Securities, which obligated the Funds to pay interest to investors at rates ranging from 8% to 12%. Consequently, EquiAlt systematically diverted monies from one Fund to another and used investment proceeds raised from new investors to make the interest payments due to existing investors.

31. EquiAlt conducted its business affairs and perpetrated an illegal and fraudulent Ponzi scheme through a series of limited liability companies ("LLCs") controlled by Davison and Rybicki. EquiAlt itself was formed as a Nevada LLC to manage a series of real estate investment funds that issued and sold to investors unregistered securities styled as fixed-interest debentures. The unregistered EquiAlt Securities were issued by the Funds. Another LLC operated by Rybicki, BR Support Services LLC ("BR Services"), was formed in Arizona to recruit, oversee and pay commissions to the unlicensed sales agents who marketed and sold the unregistered EquiAlt Securities to unsuspecting investors.

32. Shortly after EquiAlt was formed in 2011, Davison and Rybicki began to aggressively promote sales of the EquiAlt Securities issued by Fund 1 through a network of

unlicensed sales agents located in Florida, California, Arizona, Nevada, and other states. Davison managed EquiAlt's financing and day-to-day operations, including the acquisition and development of properties owned by the Funds. Rybicki solicited and oversaw the activities of the unlicensed sales agents, communicated with investors and raised monies from investors.

33. Over time, Rybicki recruited approximately 19 sales agents through BR Services. Participating sales agents would submit to BR Services certain documentation and the investors' funds, which BR Services would transmit to EquiAlt. When the investors' funds were received, EquiAlt would disburse funds to BR Service equal to 12% of the invested amounts and BR Services in turn would pay commissions to the agents equal to 6% or more of the invested amounts. For example, the following chart from the Receiver's Report lists sales commissions paid to the sales agents recruited by Rybicki:

Sales Agent Name	**Total Paid**
Agents Insurance Sales / Barry Wilken	$ (240,159.33)
American Financial Security / Ron Stevenson / Barbara Stevenson	(1,712,750.95)
Barry Neal	(119,037.20)
Ben Mohr	(113,578.00)
Bobby Armijo / Joseph Financial Inc.	(1,100,042.65)
Dale Tenhulzen / Live Wealthy Institute	(1,484,531.29)
Elliot Financial Group / Todd Elliot	(805,662.68)
Family Tree Estate Planning / Jason Wooten	(3,749,783.61)
GIA, LLC / Edgar Lozano	(278,807.24)
Greg Talbot	(260,941.89)
J. Prickett Agency / Joe Prickett	(187,374.57)
James Gray / Seek Insurance Services	(405,286.75)
John Friedrichsen	(327,681.69)
Lifeline Innovations / John Marques	(822,318.06)

Patrick Runninger	(293,599.53)
Sterling Group	(478,562.12)
The Bertucci Group LLC / Leonardo LLC / Leonardo Bertucci	(139,950.00)
Tony Spooner / Rokay Unlimited, LLC	(622,169.05)
Wellington Financial, LLC / Jason Jodway	(48,000.00)
TOTAL	**$ (13,190,236.61)**

As the foregoing chart shows, the EquiAlt sales agents collected more than $13 million in commissions from sales of the EquiAlt Securities to investors.

34. Rybicki selected agents who had existing clients with whom they had pre-existing confidential fiduciary relationships of trust and confidence. The sales agents, who were largely unlicensed insurance producers and financial advisors, provided investment advice concerning the EquiAlt Securities, counseling their clients that the debentures were conservative, safe investments providing healthy investment returns with little or no investment risk. The sales agents purported to conduct sufficient analysis to confirm that prospective investors possessed the knowledge and expertise in financial and business matters and the capability to evaluate the merits and risks associated with the EquiAlt Securities. Rather than doing so, however, the EquiAlt sales agents improperly endorsed the EquiAlt Securities as low risk investments and affirmatively encouraged and exhorted their largely unsophisticated clients to invest their life savings and retirement assets in the risky unregistered securities.

35. A majority of the investors who purchased the unregistered securities issued by the Funds were non-accredited, meaning that their net worth was less than $1 million, their individual income was less than $200,000 in each of the two most recent years (or $300,000 in joint income with their spouse), or they failed to meet the other requirements of 17 CFR § 230.501. In addition,

to be accredited, purchasers must have sufficient knowledge and experience in financial and business matters to make them capable of evaluating the merits and risks of the prospective investment. Under Regulation D, the safe harbor exemption from registration is forfeited if the issuer sells its unregistered securities to more than 35 non-accredited purchasers. When the EquiAlt Securities offerings by the Funds are aggregated, it is clear that EquiAlt had more than 35 non-accredited purchasers because the Form D for the Fund 1 offering discloses 31 non-accredited purchasers and the Form D for Fund II discloses 10 non-accredited purchasers, for a total of at least 41 non-accredited purchasers of EquiAlt Securities.

B. Defendants' Active Participation and Assistance in the Offer and Sale of the Unregistered EquiAlt Securities

36. As a partner at Fox Rothschild and later as a partner at DLA Piper, Wassgren served as legal counsel for EquiAlt who advised and assisted EquiAlt on numerous matters, including compliance with applicable Federal and State securities laws. In a recent podcast, Wassgren described EquiAlt as "a long-time client of mine."[1] DLA Piper's website notes that Wassgren represented EquiAlt in connection with "[f]und and REIT formations, including a series of private [securities] offerings."[2] According to the DLA Piper website, Wassgren "practices at the intersection of corporate law, real estate and securities."[3] Despite his youthful age, therefore, Wassgren is a highly sophisticated securities lawyer, well-versed in the stringent federal and state law provisions regulating the offer and sale of securities to investors in California, Arizona, Florida, Colorado and Nevada including in particular the prohibitions against public offerings of unqualified or unregistered securities through unlicensed brokers and sales agents.

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[1] https://podcasts.apple.com/kw/podcast/paul-wassgren-from-youngest-bond-trader-ever-to-oz/id1460212490?i=1000438104456 (last visited June 15, 2020)

[2] https://www.dlapiper.com/en/us/people/w/wassgren-paul/ (last visited June 15, 2020).

[3] *Id.*

37. Wassgren represented EquiAlt for several years as a partner at Fox Rothschild. Wassgren brought EquiAlt with him as a client when he joined DLA Piper as a partner in 2017. Wassgren had primary responsibility for the EquiAlt engagements of Fox Rothschild and DLA Piper. As recently as 2018, and after defending the Arizona investigation into EquiAlt's operations described below, Wassgren led a team of DLA Piper attorneys assisting EquiAlt in the formation and offering of $500 million fund to purchase and develop properties within Qualified Opportunity Zones.

38. Over the years, Fox Rothschild and DLA Piper collected hundreds of thousands of dollars in fees from EquiAlt and its affiliates from EquiAlt and the Funds.

39. Wassgren was deeply involved with EquiAlt and the Funds from their very inception. In his deposition taken in the SEC investigation leading up to the SEC Action, EquiAlt CEO Davison described Wassgren's instrumental role as architect of the EquiAlt business organizations:

> Q: The second full paragraph on page 3 states … "As the CEO and founder, Mr. Davison … actively works with EquiAlt outside legal and financial advisors to develop and implement strategic ling-term planning for the company…." Is that an accurate description of your responsibilities at EquiAlt?
>
> ***
>
> A: … I just would like to clarify that my definition of financial advisors is directly related to my job position, which would be Denver, a staff CPA with great experience, ***my legal counsel, Paul Wassgren, I deal with quite extensively when the companies interact with each other that he's built for me,*** to make sure I'm good on that. But other than that, I would say that paragraph is generally accurate, yes.

Deposition of Brian Davison, excerpt attached as **Exhibit D**, at 21 (emphasis added).

40. While a partner at Fox Rothschild and later, as a partner at DLA Piper, Wassgren prepared and filed with the Nevada Secretary of State the Articles of Organization for each of the

Funds, listing himself as the "Organizer" and "Registered Agent" for the Funds. Wassgren also drafted the PPMs used by EquiAlt to solicit sales of its unregistered and nonqualified securities. As Davison testified to the SEC:

> Q: And who developed the concept of raising money for these investment funds through private placement memorandums?
>
> A: That's me.
>
> ***
>
> Q: Okay. So who contacted the law firm to help generate those private placement memorandums?
>
> A: I do.
>
> Q: Okay. It was you?
>
> A: It was me.
>
> ***
>
> Q: And which law firm, and which attorney, and when?
>
> A: So the individual is Paul Wassgren.
>
> ***
>
> Q: Fox Rothschild? Does that sound familiar?
>
> A: He was at Fox Rothschild.
>
> Q: Which firm is he at now?
>
> A: I believe he's with DLA Piper.

Ex. D at 26–27**.** Copies of PPMs drafted by Wassgren for each of the Funds are attached as **Composite Exhibit E**.

41. Indeed, Wassgren drafted the EquiAlt PPMs from the very beginning of its existence. As Davison testified in his deposition that "[g]enerally speaking, on a transactional basis, I created documents like these [PPMs] with counsel about the time period of 2000—I'm

sorry—2011, private placement memorandum generally." Pl. Mot. for TRO, Exh. 4, Davison Tr. at 92. **Exhibit D** at 92.

42. Wassgren also drafted the Subscription Agreements, the EquiAlt Securities, and the Prospective Purchaser Questionnaires ("Investor Questionnaires") used to attest that the investors were "accredited," a requirement for the securities to be exempt from registration as a "private offering" under Rule 506(b) of SEC Regulation D ("Regulation D"). An exemplar Investor Questionnaire is attached as **Exhibit F**. As drafted, the Investor Questionnaires were addressed to Fox Rothschild or DLA Piper, such that prospective investor was directed to complete the questionnaire and send the signed document to the Defendants' offices. Through their receipt of such Investor Questionnaires, and otherwise, Defendants kept themselves informed of the number and level of financial sophistication of the prospective investors to whom the EquiAlt Securities were being offered and sold.

43. The PPMs and other offering documents prepared by Wassgren contained numerous false and misleading statements and concealed or omitted material information about the use of investors' funds and the risks associated with the Funds. Among other material misrepresentations, the PPMs prepared by Wassgren:

- Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"
- Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"
- Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"
- Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered securities;
- Falsely overstated the percentage of investor funds that would be used to invest

in properties;

- Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;
- Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices; and
- Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents.
- Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt

44. Although the PPMs made partial disclosures that Davison and Rybicki would be compensated through management fees and undefined "substantial compensation and benefits" these disclosures were misleading half-truths because the PPMs also assured the prospective investors that the Company "does not anticipate significant operating costs" and the projected sources and uses of cash failed to disclose the exorbitant amounts misappropriated and diverted by Davison and Rybicki. More importantly, the PPMs failed to disclose that, as Davison and Rybicki knew and intended, the exorbitant amounts that they stripped from the EquiAlt Funds quickly rendered the funds insolvent and incapable of paying the amounts due to investors other than with funds raised from new investors through the Ponzi platform.

45. In addition to drafting and providing information for the PPMs, Wassgren and the law firm Defendants consented to the inclusion of their names in the PPMs and the associated offering materials incorporated in the PPMs. As just noted, while Wassgren was a partner at Fox Rothschild, the Investor Questionnaires attached as exhibits to the PPMs named the law firm and directed the investors to mail the completed questionnaires to the law firm's offices in Nevada. When Wassgren moved to DLA Piper in 2017, the Investor Questionnaires were changed to name DLA Piper and set forth the new law firm's mailing address in California. The PPMs also stated

that: (a) the securities were offered "subject to … [the] approval of counsel;" (b) the fund's "counsel will review certain documents" used to effectuate the real estate transactions by which the Funds intended to acquire properties; (c) the Fund "will rely on the opinion of … its legal counsel with respect to its classification as a limited liability company for Federal income tax purposes;" and (d) the securities could not be transferred unless, among other things, "in the opinion of counsel to the company, registration is not required…." These statements concerning the legal advice to be obtained from EquiAlt's counsel all referred to Wassgren and the law firm Defendants.

46. Wassgren and the law firm Defendants furthermore prepared false and misleading marketing materials distributed to prospective investors and knowingly allowed EquiAlt to use their names and professional reputations in the marketing materials. While Wassgren was a partner at Fox Rothschild, EquiAlt marketing brochures (an example of which is attached as **Exhibit G**) prominently featured Wassgren and Fox Rothschild as the investment firm's legal counsel, thereby providing comfort to prospective investors that EquiAlt was a legitimate, financially sound investment firm that complied with all applicable regulatory and legal requirements. When Wassgren subsequently became a partner at DLA Piper, the EquiAlt marketing brochure (an example of which is attached as **Exhibit H**) was changed to reflect that Wassgren and DLA Piper served as legal counsel for EquiAlt. Both EquiAlt marketing brochures invited prospective investors to contact Defendants directly, identifying them as "independent" professionals who offered to give the investors "insight into the fund and its activities." *Id.*[4]

[4] DLA Piper through numerous press releases also touted to the public the law firm's involvement and major role in assisting EquiAlt, but has since removed these specific website announcements:

> DLA Piper advises EquiAlt on the formation and offering of its
> ...www.dlapiper.com › news › 2018/11 › dla-piper-advises-EquiAlt-on-q...

47. Wassgren knew the representations in the PPMs that the EquiAlt Securities were exempt from registration under the federal securities laws pursuant to Regulation D and were made "in strict compliance with the applicable state securities laws" were false and misleading. Among other things, Wassgren knew that: (a) EquiAlt intended to sell and did in fact sell its securities to more than 35 non-accredited investors through the Funds, which were all part of a single integrated offering; (b) EquiAlt engaged directly and through its agents in general solicitations and advertising to market its unregistered securities; (c) EquiAlt made commission payments to its unlicensed sales agents not disclosed in its SEC filings claiming the Reg D exemption from registration; and (d) EquiAlt would and did fail to provide investors with information and disclosures required by Regulation D, including audited financial statements.

Nov 15, 2018 – DLA Piper represented EquiAlt LLC, in the formation and offering of their recently formed EquiAlt Qualified Opportunity Zone Fund, LP that ...

Paul Wassgren | People | DLA Piper Global Law Firmwww.dlapiper.com › people › wassgren-paul

DLA Piper represented EquiAlt LLC, in the formation and offering of their recently formed EquiAlt Qualified Opportunity Zone Fund, LP that purchases and ...

https://www.leopardsolutions.com/hotspot/ListSummaryDetails.aspx?categoryid=0&month=11&year=2018

DLA Piper advises EquiAlt on the formation and offering of its US$500 million Qualified Opportunity Zone fund

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Explore @DLA_Piper Twitter Profile | DLA Piper, a global law firm operating through ... We advised EquiAlt on the formation and offering of its US$500 million ...

48. Aware that EquiAlt failed to qualify for its claimed registration exemption yet was offering and selling the unregistered securities using unlicensed sales agents, Wassgren knew that his clients were engaged in multiple ongoing violations of the applicable federal and state securities laws.

49. Wassgren also actively assisted EquiAlt's ongoing securities law violations by developing a stratagem to mischaracterize the sales agents as mere "Consultants" being paid "finders fees" as a subterfuge to facilitate the offer and sale of the EquiAlt Securities by unlicensed dealers. In furtherance of this unlawful contrivance, Wassgren drafted a so-called "Finder's Fee Agreement" between the applicable investment fund and the unlicensed sales agents, a copy of which is attached as **Exhibit I**. The Finder's Fee Agreement drafted by Wassgren acknowledged that the fund would "compensate" the sales agents for "introducing the Company [fund] to Investors who may be interested in considering a potential investment in the Company." *Id.* at 1. Although Wassgren was-well aware that the sales agents would be providing investment advice to their current and prospective clients (to whom they owed fiduciary duties), Wassgren drafted the Finder's Fee Agreement to falsely represent that each agent would not "make representations concerning the terms, conditions or provision of any possible investment" in the EquiAlt Funds. *Id.* at 2.

50. Recognizing that the contemplated activities of the EquiAlt sales agents contravened both Federal and State securities laws, Wassgren drafted the Finder's Fee Agreement to provide for indemnification of both the EquiAlt fund and the agent against losses incurred by either of them arising from the "Consultant's failure to register as a broker-dealer with the Securities and Exchange Act of 1934, or as required by applicable state law or Consultant's violation of state or federal securities laws and regulations." *Id.* at 3. Acknowledging Wassgren's

contemplated continued participation in the ongoing securities law violations, the Finder's Fee Agreement provided that any notices required under the agreement, including notice of claims arising from securities laws violations, were to be provided to Wassgren himself on behalf of the EquiAlt Funds. *Id.* at 5.

51. Rather than disclosing the ongoing securities violations or withdrawing from further representation (as required by the applicable ethical rules), Wassgren instead assisted EquiAlt in its attempt to conceal those violations. To that end, as alleged more fully below, Wassgren orchestrated the creation of multiple purportedly separate investment funds in an attempt to conceal the number of unaccredited investors to whom the unregistered securities were sold. Wassgren also assisted in the preparation of materially false SEC filings which—to conceal EquiAlt's ongoing securities law violations—intentionally understated the number of non-accredited EquiAlt Fund investors and misrepresented the nature and amount of commissions paid to the unlicensed sales agents.

52. The all-encompassing involvement of Wassgren and the law firm Defendants in the affairs and business operations of EquiAlt was recently described by Rybicki in filings with this Court. As Rybicki has avowed, attorney Wassgren provided advice and input on virtually all aspects of EquiAlt's operations, including preparation of the false and misleading PPMs and marketing materials used to induce investors into purchasing the EquiAlt securities, compliance with the applicable securities laws and the payment of commissions to unlicensed sales agents:

> Mr. Davison and Mr. Wassgren … drafted and had authority over the PPMs. EquiAlt retained the services of Paul Wassgren in virtually all aspects of EquiAlt's business operations and entrusted him with ensuring EquiAlt complied with securities laws … Mr. Wassgren prepared EquiAlt's marketing materials to investors aware of the purpose for which these materials would be disseminated and used, vetted and participated in approving EquiAlt's PPMs; and provided legal advice to EquiAlt as to the legality of paying commissions to unregistered sales agents for the sale of debentures. … Mr. Rybicki directed sales agents to speak

with Mr. Wassgren when they had questions regarding the legal requirements for selling EquiAlt Funds.

[ECF No. 152 at 19–20]

53. In sum, Wassgren (a) was knowing participant in the ongoing illegal sales of securities by the Non-Defendant Promoters, (b) played a substantial role in inducing the illegal sales, and (c) lent substantial assistance to an ongoing scheme to defraud. Wassgren knew or should have known that under the standards of the legal profession, "[A] lawyer has an obligation not knowingly to participate in any violation by the client of the securities laws." ABA Statement of Policy on Lawyer Responses to Auditor Requests for Information.[5] In these circumstances, Wassgren was professionally obligated to terminate its representation to avoid covering-up and assisting the ongoing (and past) fraud perpetrated by the Non-Defendant Promoters. He did not do so.

54. Not only that, but Wassgren's actions in assistance to and in concert with the Non-Defendant Promoters went far beyond his role as legal counsel to EquiAlt. Wassgren even went so far as to affirmatively provide legal advice to potential and existing ***sales agents***, falsely assuring them that EquiAlt complied with all applicable securities laws and that the unlicensed agents could lawfully sell the EquiAlt unregistered and unqualified securities.

55. Wassgren spoke directly with many of the unlicensed broker-dealer sales agents to provide them with false assurances that EquiAlt complied with all securities laws and that the agents could lawfully offer and sell the EquiAlt Securities, even though they were not registered.

[5] *See also In re Am. Cont'l Corp./Lincoln Sav. and Loan Secur. Litig.*, 794 F. Supp. 1424, 1452 (D. Ariz. 1992) ("An attorney may not continue to provide services to corporate clients when the attorney knows the client is engaged in a course of conduct designed to deceive others, and where it is obvious that the attorney's compliant legal services may be a substantial factor in permitting the deceit to continue.").

For example, attorney Wassgren told sales agent Dale Tenhulzen that Wassgren "wrote the PPM" and explained how Tenhulzen would be compensated for selling EquiAlt Securities. Attorney Wassgren advised Tenhulzen that he did not need a license to legally sell and get paid for the sale of the EquiAlt Securities. [ECF No. 152-2 at 27-30]

56. Another EquiAlt sales agent, John Friedrichsen, received the same advice from attorney Wassgren. When he first began selling the EquiAlt Securities, Rybicki told him that Wassgren had advised that the sales agents did not need to be registered to sell EquiAlt Funds. [ECF No.152-4, ¶ 8]. After Davison and Wassgren created EquiAlt's REIT Fund, Mr. Friedrichsen wondered whether he could receive commissions for selling the REIT Fund and, at Mr. Rybicki's suggestion, called Mr. Wassgren to inquire. *Id.*, ¶ 10. During the call, Mr. Wassgren, who "knew I [Friedrichsen] was a sales agent for EquiAlt Funds… explained that financial agents needed to acquire a Series 7 license to sell debentures for the REIT Fund." *Id.*, ¶ 11.

57. Yet Attorney Wassgren knew the EquiAlt Securities did not qualify for a public offering exemption under federal or state law. Wassgren also knew that the sales agents selling the EquiAlt Securities were not registered as dealers or salespersons under federal and state securities laws. Nonetheless, in furtherance of the ongoing Ponzi scheme, Wassgren personally, systematically, affirmatively, and falsely represented to the sales agents that they could lawfully sell the unregistered EquiAlt Securities—never disclosing that EquiAlt and the agents were violating the federal and state securities laws by selling unregistered securities and by selling investments for EquiAlt without registering as a securities dealer.

58. In addition to actively assisting EquiAlt and the Non-Defendant Promoters by drafting false offering documents, preparing organizational documents for the Funds and for other entities in which properties were held, advising and assisting EquiAlt's efforts to avoid registration

under the applicable securities laws and providing false assurances to the sales agents, CEO Davison has testified that Wassgren actively assisted him in developing and implementing strategic long-term planning for EquiAlt, again assistance beyond the scope of the routine rendition of legal services.

C. The EquiAlt Securities Are Non-Exempt Unregistered/Unqualified Securities

59. The EquiAlt Securities are securities within the meaning of the Securities Act of 1933 ("the Federal Act"), which unless exempt must be registered before being offered or sold in the United States. 15 U.S.C. §77e.

60. The EquiAlt Securities are likewise securities under the Florida Securities and Investor Protection Act (the "FSIPA"), which unless exempt must be qualified before being offered or sold in Florida unless they are exempt from registration under the Federal Act. § 517.07, Fla. Stat.

61. The EquiAlt Securities are likewise securities under the California Securities Law of 1968 ("CSL"), which unless exempt must be qualified before being offered or sold in California unless they are exempt from registration under the Federal Act. Cal. Corp. Code §25102(o).

62. The EquiAlt Securities are likewise securities under the Arizona Securities Act ("ASA"), which unless exempt must be qualified before being offered or sold in Arizona unless they are exempt from registration under the Federal Act. § 44-1841, Ariz. Stat.

63. The EquiAlt Securities are likewise securities under the Colorado Securities Act ("CSA"), which unless exempt must be qualified before being offered or sold in Colorado unless they are exempt from registration under the Federal Act. C.R.S. § 11-51-201.

64. The EquiAlt Securities are likewise securities under the Nevada Securities Act ("NSA"), which unless exempt must be qualified before being offered or sold in Nevada unless they are exempt from registration under the Federal Act. NRS 90.295 and 90.460.

65. Defendants prepared the PPMs for the EquiAlt Securities, which acknowledged them as "securities," and which described the raised funds as being used to purchase, improve, lease and sell single-family properties in distressed real estate markets in the U.S. and to participate in "opportunistic loan transactions" in the United States.

66. Recognizing that the EquiAlt Securities are securities within the meaning of the Federal Act and the FISPA, the CSL, the ASA, and the NSA, Defendants provided legal advice to, drafted documents for, and otherwise actively assisted EquiAlt in falsely claiming an exemption from registration as a "private offering" under Rule 506(b) of SEC Regulation D ("Rule 506").

67. Rule 506(b) is considered a "safe harbor" under Section 4(a)(2) of the Federal Act. It provides objective standards that a company can rely on to meet the requirements of the Section 4(a)(2) exemption. Companies conducting an offering that qualifies under Rule 506(b) can raise an unlimited amount of money and can sell securities to an unlimited number of accredited investors.

68. An offering under Rule 506(b) is, however, subject to the following requirements:

- no general solicitation or advertising to market the securities may be conducted; and
- securities may not be sold to more than 35 non-accredited investors (all non-accredited investors, either alone or with a purchaser representative, must meet the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment).

Furthermore, as a general condition to a Rule 506(b) exemption, all non-accredited investors must be given specific information relating to the offeror's financial condition. 17 C.F.R. § 230.502(b).

69. Defendants advised EquiAlt with respect to the required filings with the SEC to claim an exemption from registration under Regulation D. Defendants therefore had actual knowledge of the requirements EquiAlt was required to follow in order to exempt the offer and

sale of the EquiAlt Securities from the registration requirements under the Federal and State securities statutes.

70. However, through their active involvement in the documentation, offering and sales of the EquiAlt Securities, their interactions with EquiAlt and its principals and its interactions with the EquiAlt sales agents and securities regulators, Defendants knew that the EquiAlt Securities were in fact offered and sold in non-compliance with the requirements of Regulation D.

71. First, Defendants knew that investments in the EquiAlt Securities were being solicited through general solicitations and advertisements, including: (a) newspaper ads such as in the attached **Exhibit J**, and (b) group presentations such as the slideshow attached as **Exhibit K** ; and (c) sales brochures such as the attached **Exhibits G** and **H**. Defendants also knew that in-house employees at EquiAlt were soliciting investments from the general public through cold-calling campaigns, social media, websites, in-person meetings, and info-dinners.

72. Second, Defendants drafted the subscription materials to be completed by potential investors to confirm the accredited or non-accredited status of the potential investors. Defendants drafted those subscription materials for completion and return directly to their offices for review by Wassgren, and thereby received direct reports of the number, age, geographic location, and financial sophistication of the investors to whom the EquiAlt Securities were being offered and sold. Defendants thus knew that many of the investors had indicated they were unaccredited or unsophisticated in that they lacked knowledge and expertise in financial or business matters, were not capable of evaluating the merits and risks of the investment, and were not otherwise capable of bearing the economic risks of the investment. Defendants also knew that far more than the maximum permitted number of the unaccredited investors had been sold the EquiAlt Securities, a prohibition which they attempted to circumvent through the creation of purportedly distinct Funds.

73. Third, Defendants knew that EquiAlt has not satisfied the general condition that the offerors supply all non-accredited investors with the EquiAlt financial reports and information required under Rule 502(b).

74. Fourth, Defendants aware of, and knowingly permitted, EquiAlt's promotion of Wassgren, DLA Piper, and Fox Rothschild as legal counsel who could vouch for EquiAlt and the legality of the unregistered offer and sale of EquiAlt Securities. For example, EquiAlt's general solicitation materials not only identified DLA Piper or Fox Rothschild as its attorney in connection with EquiAlt's offering, but furthermore supplied the address and phone number for their California offices, and explicitly told investors that Defendants would vouch for the legality of EquiAlt's securities offering and its use of the funds raised through it:

- **Can I contact EquiAlt's CPA or Attorney?** Absolutely, both are independent from EquiAlt LLC and can give you some insight into the fund and its activities.

Ex. G; **Ex. H.**

75. Defendants continued to permit EquiAlt to promote Wassgren and DLA Piper as "independent" legal counsel who investors could contact to obtain information about the EquiAlt Funds and their activities as the Ponzi scheme unfolded, even during the SEC investigation in 2019. **Exhibit L**.

76. Defendants thus agreed to actively assist in the offer and sale of the EquiAlt Securities in order to generate fees and enhance their professional reputation. Indeed, DLA Piper specifically touted its relationship with EquiAlt in other online posts, press releases, and tweets. *See supra*, ¶ 41 n.4 (collectively, the "DLA-EquiAlt Posts").

77. Fifth, Defendants also knew that the EquiAlt Securities were being offered and sold in California, Arizona, Florida, Colorado, Nevada and elsewhere by unlicensed securities broker-

dealers and sales agents who were paid commissions by EquiAlt to do so. But Defendants further knew those commissions were not reported in EquiAlt's SEC filings.

78. Sixth, Defendants actively assisted the offer and sale of the EquiAlt Securities by unlicensed securities broker-dealers and sales agents by assuring them that such sales complied with the operative securities laws.

D. Defendants Intended to Deceive the EquiAlt Investors

79. In addition to their active participation in the fraudulent scheme by drafting misleading offering documents used to induce investors to purchase the EquiAlt Securities, forming the Funds used to perpetrate the Ponzi scheme, providing false assurances to sales agents and investors and assisting in the ongoing affairs of EquiAlt, Defendants actively assisted EquiAlt and its principals in concealing the ongoing securities law violations from the investors, the SEC and state regulators. These actions were all undertaken to deceive EquiAlt's existing and prospective investors into believing that the sale of unregistered securities by the Funds complied with the securities laws, which Defendants knew was an outright lie, and to conceal that the falsity of the representation in the PPMs that the offerings were "being made in strict compliance with the applicable state securities laws."

1. *Wassgren Orchestrates Formation of Multiple Funds and False SEC Filings to Conceal EquiAlt's Ongoing Securities Violations*

80. To qualify for an exemption from registration under Regulation D, issuers must file a submission known as a "Form D" electronically with the SEC no later than 15 days after they first sell securities to the investing public. Form D is a brief notice that includes certain specified details concerning the issuing company's promoters, the total offering amount, commissions paid to agents, the existence of non-accredited investors and similar information.

81. A person who willfully fails to file a Form D or who willfully makes a false statement in a registration statement is guilty of a felony under the Federal securities laws. *See* 15 USC § 77x. Also, under 17 CFR § 239.500(a)(3(i), an issuer must file an amendment to a previously filed Form D to correct any material errors in any previously filed Form D.

82. In furtherance of the ongoing fraudulent scheme, Wassgren drafted, reviewed and/or approved numerous Form Ds signed by Davison and submitted to the SEC on behalf of the EquiAlt Funds in order to claim the benefit of an exemption from registration under Regulation D. See **Exhibit Y**. As alleged in the following paragraphs, Wassgren helped orchestrate a pattern of falsified Form D filings with the SEC calculated to paper over and conceal that the EquiAlt Securities did not qualify for an exemption under Regulation D and, accordingly, from its inception EquiAlt was illegally selling unregistered securities using unlicensed sales agents in violation of the federal and state securities laws.

83. Acting on behalf of EquiAlt, Attorney Wassgren filed the articles of organization for Fund 1 with the Nevada Secretary of State on May 23, 2011. Two months later, on July 19, 2011, EquiAlt Fund 1 filed its initial Form D with the SEC attesting that the securities to be issued by the fund were exempt from registration under Regulation D and that the total offering amount for Fund 1 was $50 million. The initial Form D for Fund 1 also attested that: (a) the first sale of securities issued by the fund had yet to occur; (b) the fund paid no commissions or finders' fees associated with sales of its securities; (c) no amount of the gross proceeds of the offering has been or is proposed to be used for payments to executive officers, directors or promoters; and (d) Brian Davison was the sole related person associated with the fund. By signing the Form D, Davison attested that "[e]ach Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person."

84. The foregoing attestations in the Fund 1 Form D filing with the SEC were false when made. Contrary to those attestations, the first sale of securities issued by Fund 1 were made in January 2011, months before the Form D was filed with the SEC, Fund 1 had paid commissions to unlicensed sales agents, and, in addition to Davison, Rybicki was a related person associated with Fund 1. Furthermore, although the Fund 1 Form D (and all other subsequent Form D filings) attested that no portion of the offering proceeds would be paid to any related persons, in reality EquiAlt paid Davison and Rybicki tens of millions of dollars raised through the securities offerings through undisclosed due diligence fees, management fees, success fees, auction fees, underwriting fees purchase discount fees, bonuses and outright improper cash distributions.

85. Wassgren, who actively assisted in the preparation and filing of the Form D, knew that these attestations in the Fund 1 initial Form D filing were false. Among other things, Wassgren knew that proceeds from the sales of securities issued by Fund 1 were being paid as commissions to unlicensed sales agents in contravention of applicable state and federal securities laws. In fact, Wassgren advised the EquiAlt managers to mischaracterize the unlicensed sales agents as "consultants" and to likewise mischaracterize the commission payments as "finders fees." Wassgren knew that the EquiAlt sales agents were unlicensed sales agents who could not possibly qualify as "finders" or mere "consultants" because, among other things, they received transaction-based compensation, provided financial and suitability advice to prospective investors, actively located and solicited prospective investors and distributed PPMs and Subscription Agreements to prospective investors. As a consequence, Wassgren knew that, from the inception of Fund 1, EquiAlt was operating in violation of federal and state securities laws, exposing EquiAlt to civil and criminal penalties, investor claims for rescission, and inexorable ineligibility to participate in further Regulation D exempt offerings.

86. The Form D also falsely attested that no portion of the offering proceeds would be paid to any of the executive officers or promoters of the fund when, in fact, the EquiAlt managers intended to and did divert millions of dollars of the offering proceeds to themselves.

87. As a result of its aggressive solicitation of elderly and unsophisticated investors with limited assets and modest income, EquiAlt soon sold fixed rate debentures issued by Fund 1 to far more than 35 unaccredited and unsophisticated investors, thereby forfeiting its claimed registration exemption under Regulation D. EquiAlt further forfeited its registration exemption by soliciting investments from the general public through cold call solicitations, seminar presentations, media advertisements, websites and social media campaigns. As alleged above, Wassgren knew that EquiAlt had exceeded the limit on sales of unregistered securities issued by Fund 1 to unaccredited investors because the Investor Questionnaires were addressed and sent to Fox Rothschild and to DLA Piper.

88. Knowing that the securities issued by Fund 1 were not exempt from registration because, among other things, the sales to unaccredited investors greatly exceeded the numerical limit permitted by Regulation D and other requirements for the claimed registration exemption, Wassgren hatched a scheme to paper over and conceal the ongoing securities law violations. Based on the advice and with the active and knowing assistance of Wassgren, EquiAlt formed a new investment fund known as EquiAlt Fund II LLC (Fund 2) on April 24, 2013. Wassgren prepared and filed the Articles of Organization for Fund 2 with the Nevada Secretary of State. Fund 2 began selling unregistered securities on May 2, 2013, approximately one week after Fund 2 was formed. However, Fund 2 did not file the required Form D with the SEC until March 31, 2016, nearly three years later. This late-filed Form D was untimely, as Regulation D requires that the necessary notice be filed no later than 15 days after the securities are first sold by the issuer. In the Form D for Fund

2, CEO Davison attested that the securities issued by Fund 2 were exempt from registration under Regulation D.

89. The Fund 2 Form D attested that the total offering amount for the fund was $20 million and that, as of the filing date, Fund 2 had issued $6 million of unregistered securities to 88 investors. The Form D notice also attested that securities in the offering had been sold to 10 unaccredited investors. The initial Form D for Fund 2 further attested that no sales commissions had been paid to any agents and estimated that $250,000 in "Finders' Fees" had been paid in connection with the unregistered securities issued by Fund 2. The Form D filing attested that no portion of the offering proceeds would be paid to Davison, who was identified as the only any executive officer, director and promotor of Fund 2.

90. The foregoing attestations in the initial Form D notice for Fund 2 were false in many material respects. Contrary to the representations in the Form D filing, Fund 2 already had sold unregistered securities to far more than 10 unaccredited investors, the fund had paid commissions to its sales agents, those commissions did not qualify as "Finders' Fees," the amount of those commissions was far greater than $250,000 (as sales commissions ranged from 10–12% of the amounts paid by investors), and Davison was not the sole promoter of the fund. Wassgren knew that these attestations in the Form D notice were false and that accordingly the securities issued by Fund 2 were not exempt from registration under the applicable federal and state securities laws.

91. Moreover, as Wassgren knew, the scheme to split unaccredited investors between Fund 1 and Fund 2 was wholly ineffective to salvage the claimed registration exemption because the unregistered securities were being sold as part of an ongoing, integrated single offering. Among other things, the offerings were part of a single plan of financing, involved issuance of the same

class of security, were made at or about the same time, involved the same type of consideration and were made for the same general purpose. Furthermore, the safe harbor allowed by 17 CFR § 230.502 was not available because the offerings were not made more than six months apart with no offers of the same or similar securities being made in between. Thus, even if the number of unaccredited investors reported for Fund 1 and Fund 2 in the Form D filings were correct (which they were not), Wassgren knew there were at least 41 unaccredited investors in the single integrated offering (31 unaccredited investors in Fund 1 and 10 unaccredited investors in Fund 2), once again confirming that the funds were illegally selling unregistered securities using unlicensed sales agents in violation of the federal and state securities laws.

92. Wassgren was well aware that the integrated serial funds that he advised EquiAlt to form in an attempt to deceive investors into believing that the Funds complied with the federal and state securities laws exposed EquiAlt and its managers to criminal prosecution and civil actions by investors. As Wassgren himself wrote in a 2016 article:

> [M]any developers may still need to turn to other forms of equity. In addition to crowdfunding, issuers may raise capital through more established exemptions such as Rule 506(b) and Rule 506(c). It is critical, however, that such developers or project sponsors seek the advice of securities counsel to ensure each offering complies fully with the associated rules and to prevent integration among multiple offerings, which could render each of them ineffective and, therefore, produce an illegal offering. As I have often counseled clients over the years, no one looks good in an orange jumpsuit. Even if criminal prosecutions for securities law violations are rare, they are best avoided, along with the associated civil actions brought by investors when securities laws have not been strictly followed.

P. Wassgren, "Thinking About Crowdfunding Your Next Syndicated Deal" (February 17, 2016) available at https://dailyproperties.com/real-estate-crowdfunding-rules-regulations/

93. The pattern of false Form D filings by CEO Davison, all made with the knowledge and active assistance of Wassgren, continued over the following years. Fund 2 filed an amended Form D notice on April 26, 2016, less than a month after its initial Form D was filed. The amended

Form D for Fund 2 contained the same false statements as its initial Form D, but eliminated the language contained in the initial notice disclosing that Fund 2 sales agents were actively soliciting sales from investors residing in Arizona, California, Colorado, Massachusetts, Nevada and Utah. Davison amended the Fund 2 Form D in an attempt to withdraw the issuer's admission that sales agents were actively soliciting investors in the fund, which was inconsistent with Wassgren's attempt to evade the securities law violations by falsely characterizing the unlicensed sales agents as "consultants" receiving only "finders' fees."

94. The Fund 2 Form D filing with the SEC was amended again on August 31, 2017 based on advice from attorney Wassgren. According to this new filing, since the prior amendment on April 26, 2017 Fund 2 had sold an additional $15 million of unregistered securities to an additional 121 investors. Yet, according to the new amended Form D, none of these additional investors was non-accredited and Fund D had paid no additional "finder's fees" for any of the new sales. As Wassgren had to know, these representations in the new amended Form D were patently false. Nonetheless, Davison with the approval of Wassgren once again falsely attested when signing that the contents of the Form D notice were true and correct.

95. Wassgren arranged for the formation of another Nevada LLC, known as EquiAlt Fund III, on June 26, 2013. Although no Form D was ever filed for this short-lived fund, EquiAlt sold approximately $2.6 million of unregistered securities in it between July 2013 and December 2015. EquiAlt began to wind down this fund during 2015, when it transferred its properties to Funds 1 and 2, in exchange for payments from Funds 1 and 2 of $1.63 million. This fund was formally closed in June of 2016, using funds diverted from Funds 1 and 2 to redeem its obligations to remaining investors.

96. On January 20, 2016, EquiAlt formed another Nevada LLC, named EA SIP LLC (Fund 4). EquiAlt began raising capital through the issuance of unregistered EquiAlt Securities by Fund 4 in April 2016. With the knowledge and active assistance of Wassgren, Fund 4 filed an initial Form D on August 5, 2016 for an offering in the total amount of $25 million. Like all the Funds' prior SEC filings, the Fund 4 Form D contained a series of false attestations. Although Fund 4 began selling EquiAlt Securities and paying sales agent commissions four or five months earlier, its Form D represented that the first sale of unregistered securities had yet to occur, that there were no Fund 4 investors and that no commissions or finder's fees had been paid to agents. And, as with the other Form D filings, the initial Form D filed with the SEC for Fund 4 failed to disclose that Rybicki was a related person. Nonetheless, Davison falsely attested when signing that the contents of the Form D notice were true and correct.

97. As alleged more fully below, in 2019 the SEC commenced an investigation of EquiAlt and its affiliated entities, including the Funds. DLA Piper attorneys, including Wassgren, represented EquiAlt and its managers in connection with the SEC investigation. Realizing that the jig was up, Wassgren assisted in the preparation of yet another amended Form D notice for Fund 1. By this point, according to the amended Form D, Fund 1 had raised funds from 1,089 investors totaling $103 million. The newly amended Form D belatedly disclosed that Rybicki was a related person for Fund 1 (as he always had been), and now disclosed that Fund 1 had paid "finders' fees" totaling $12,300,000.

2. *Wassgren Derails Arizona's Investigation into EquiAlt's Operations*

98. The SEC investigation was not the first fended off by Wassgren.

99. In early 2013, the Arizona Securities Division ("ASD") had commenced an investigation into potential securities law violations by EquiAlt and its managers, including EquiAlt's illegal sales of unregistered securities. The ASD was investigating whether the EquiAlt

Securities were investment contracts, and hence securities requiring registration, rather than mere fixed-interest promissory notes.

100. As part of the ASD investigation regulatory authorities sought documents and testimony from EquiAlt, Rybicki and various sales agents. EquiAlt and Rybicki were represented in the investigation by Fox Rothschild attorneys Wassgren and Ernest Badway. Thus, on January 30, 2013, attorney Ernest Badway informed the ASD that Fox Rothschild was "representing both Mr. Rybicki and EquiAlt Fund" and that documents would be produced in response to outstanding subpoenas on February 27, 2013. *See* Email from Badway to Millecam dated Jan. 30, 2013, attached as **Exhibit M.** Arrangements were thereafter made for Davison to be examined under oath on March 27, 2013 and for Rybicki to be examined by the ASD the following day.

101. On March 26, 2013, at 1:43 PM, Rybicki sent an email to Fox Rothschild attorneys Badway and Wassgren marked "**Importance:** High." *See* March 26, 2013 Email Chain, attached as **Exhibit N**. Rybicki indicated that he had just spoken to a client and that Davison "wanted me to send the following information:"

> [ASD] Securities officer (Dee Morin) stated to the client that "we (Equialt) should be giving the client a deed of trust on every investment" if not than [sic] ***this is a violation.***
>
> My issue with this is that I am going to be taking a lot of client phone calls in regard to this question. Can you clarify that this is accurate for what we are doing and how to answer this? Also if this is incorrect is there any way of getting a hold of this officer and explaining how this line of questioning and subsequent accusation is not acceptable?

Id. (emphasis added). Thus, Wassgren and the other Fox Rothschild attorney representing EquiAlt were on actual notice that, in the view of the Arizona Securities Division, the EquiAlt "Debentures" were, in reality, unregistered securities rather than traditional debt instruments, given the lack of any deed of trust or other collateral arrangement; and, that the issuance or sale of the unregistered securities was a violation of the Arizona Securities Act. Wassgren already knew,

of course, that the EquiAlt "Debentures" qualified as unregistered securities; that the Equialt "Debentures" had been sold by unlicensed sales agents; and also knew that none of the investors had been offered or given deeds of trust to collateralize their investments.

102. Davison and Rybicki, concerned that Rybicki was "going to taking a lot of client phone calls in regard to this question" by the securities regulators, frantically asked Wassgren whether the ASD's conclusion was "accurate" and sought advice concerning "how [they should] answer this" accusation. *Id.* Wassgren replied to Rybicki's email within 30 minutes, stating that he had discussed Rybicki's concerns with Ernest Badway, and that they had developed the following messaging for the investors:

> Ernie and I spoke briefly, and ***suggest that you advise your investors that the State of Arizona does not understand the deal structure***. Perhaps they will after we complete the examinations under oath.
>
> To be clear, the offering that we set up is an unsecured debt or promissory note offering. The company is offering a fixed return to all investors. This debt obligation is not secured by a deed of trust.
>
> ***If your investors are in doubt, please feel free to mention that the company is represented by a national law firm that timely filed the securities exemption required under Arizona law.***

Id. (emphasis added). As Wassgren recommended, Rybicki passed the message crafted by Wassgren on to EquiAlt sales agents and as well to its investors.

103. Wassgren's statements, made as part of his continuing, active assistance in EquiAlt's ongoing securities laws violations, falsely represented that the EquiAlt Securities were mere fixed rate promissory notes, when he knew that the EquiAlt debentures in actuality were unregistered securities. Moreover, Wassgren's representations that the EquiAlt Securities were exempt from registration based on timely filed securities exemptions were patently false for the reasons alleged above. Wassgren knew and intended that these false representations would be conveyed to the investors to assuage their concerns about the legality of the EquiAlt offerings, and

even encouraged Rybicki to comfort investors that EquiAlt was represented by the "national law firm" of Fox Rothschild.

104. Wassgren thereafter continued to assist EquiAlt in furtherance of the ongoing Ponzi scheme. From 2016, Wassgren prepared and filed Articles of Organization in Florida for no less than 15 different limited liability companies formed by EquiAlt to acquire and hold properties purchased using investor funds.

105. In addition, during 2018 Wassgren represented EquiAlt in the formation of a Real Estate Investment Trust known as the EquiAlt Secured Income Portfolio REIT (the "REIT"), a new entity into which EquiAlt intended to funnel existing investors holding EquiAlt Securities. DLA Piper was paid at nearly $500,00 in legal fees to form the new REIT directly from the bank account containing funds raised from the investors in the other Funds. The draft promotional materials for the REIT, attached as **Exhibit O**, identified "DLA Piper a renowned global law firm as our counsel."

106. EquiAlt intended to raise funds for the REIT using unlicensed sales agents who were to receive substantial commissions for locating and securing new and existing investors. The offering documents for the REIT, once again prepared by Wassgren, contained misrepresentations and omitted material facts, comparable to those infecting the offering documents Wassgren prepared for the Funds.

107. In reality, the REIT was formed with the active assistance and based on the advice of Wassgren, in an attempt to sanitize the securities laws violations associated with the prior offerings. Thus, $4.8 million of the $5.9 million raised for the REIT resulted from redemptions of EquiAlt Securities held by existing investors reinvesting in the REIT. And, as the SEC was closing

in on the EquiAlt Ponzi scheme, Wassgren and other DLA attorneys were counseling Davison to terminate and convert the REIT into a private partnership. [ECF No. 164-3, Ex. 2].

108. Also, in 2018, Wassgren assisted the EquiAlt managers in forming yet another entity in furtherance of the fraudulent Ponzi scheme. The new fund, organized as a Qualified Opportunity Zone (the "QOZ") offering, purportedly would provide investors willing to hold for 10 years with a non-taxable compounded return of 6%. Once again, with the knowledge of Wassgren, Rybicki reached out to the network of unlicensed sales agents who were used to market and sell the EquiAlt unregistered securities. Also, like the REIT, the offering materials drafted by Wassgren for the QOZ were riddled with material misrepresentations and omissions concerning Davison and Rybicki, the ongoing securities laws violations (both the prior violations and those associated with the QOZ) and the financial failure of the EquiAlt Funds being operated as an ongoing Ponzi scheme.

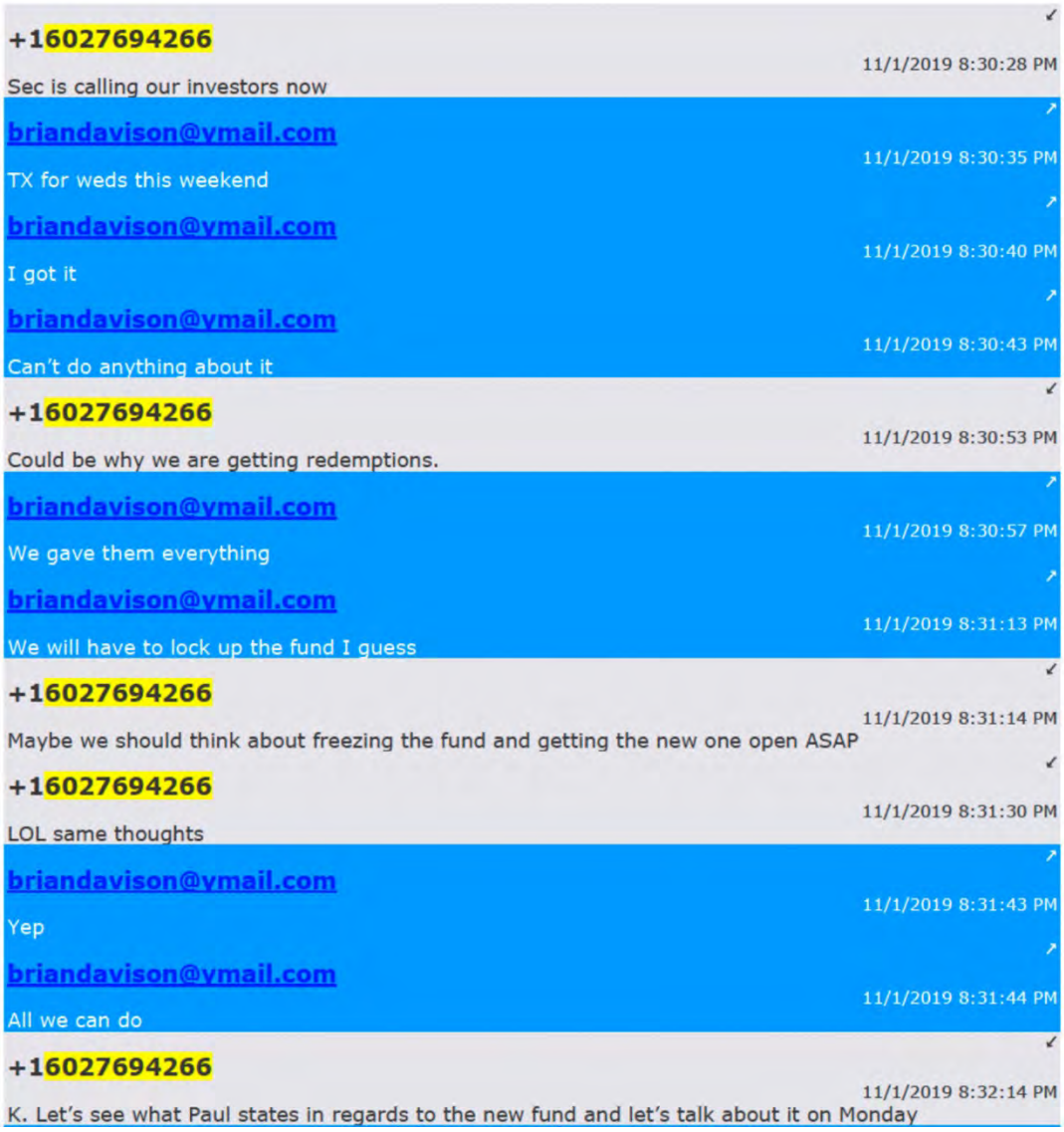
109. Indeed, Wassgren and DLA Piper continued to assist EquiAlt in connection with the REIT and QOZ offerings, which were designed to raise additional funds from investors to allow Davison and Rybicki to perpetuate the ongoing Ponzi scheme, even as the SEC investigation was proceeding and at the same time the SEC was securing its injunction against EquiAlt. [ECF No. 164-3 at 2].

E. The SEC Finally Shuts Down EquiAlt's Illegal Securities Sales

110. By the Spring of 2019, at the latest, the SEC commenced an investigation into the activities of EquiAlt, the Funds, Davison, and Rybicki styled as "In the Matter of Certain Unregistered Securities Transactions." As part of the investigation, the SEC issued subpoenas to the EquiAlt entities, Davison, and Rybicki, conducted on-site inspections at the EquiAlt offices and, in August of 2019, the SEC issued subpoenas for documents and testimony to various sales agents.

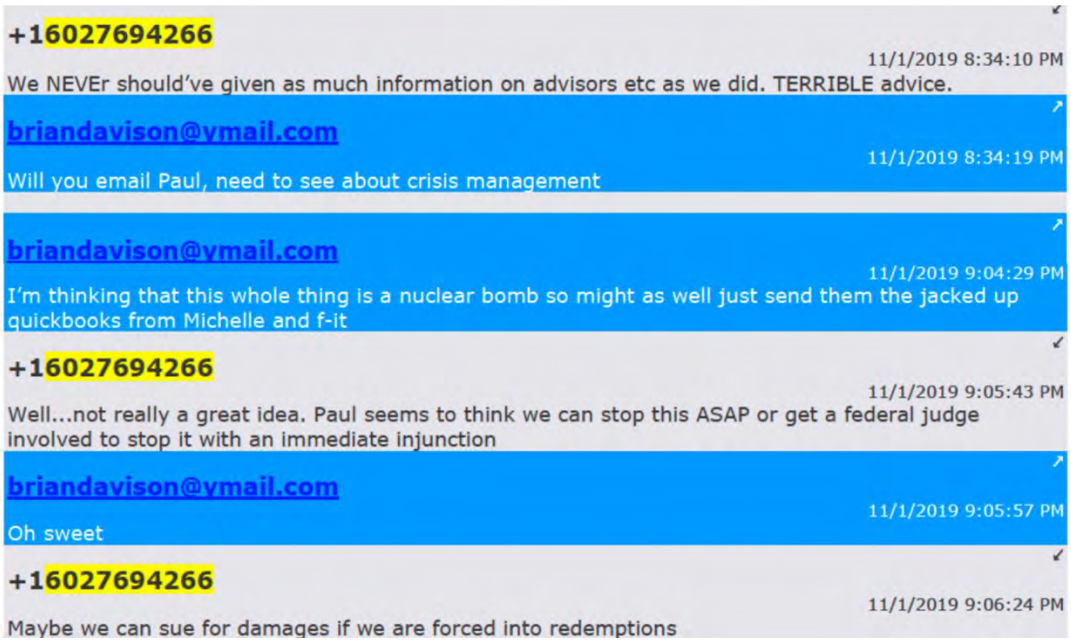
111. Notwithstanding the fact that Wassgren and other DLA Piper lawyers were material witnesses to the underlying securities law violations, DLA Piper continued to represent EquiAlt, the EquiAlt Funds, Davison and Rybicki in the SEC investigation, with DLA Piper attorney Jessica Masella serving as lead counsel. In early September 2019, Rybicki sent emails to various sales agents who had received SEC subpoenas, recommending that they retain a single lawyer to represent them "so we don't have any issues with multiple representatives while going through this" SEC investigation. *See* Email from Rybicki dated Sept. 6, 2019, attached as **Exhibit P**. Rybicki recommended, based on the advice of DLA Piper, that the agents retain attorney Amy Lester and told them that EquiAlt would "do our best to help with your cost for this but we really need to know how many Advisors have been or will be receiving a subpoena before we can commit to a dollar amount etc." *Id.*

112. By November of 2019, the SEC had secured documents and other information through the ongoing investigation and was reaching out to investors. Davison and Rybicki were frantic that the SEC proceedings would cause a run on the bank as additional investors demanded redemptions. With input and advice from Wassgren, they considered closing Fund I and moving money into the REIT that Wassgren was forming for them. The following exchange of text messages between Davison and Rybicki confirms Wassgren's deep involvement in the scheme to close the fund that was the subject of ongoing SEC scrutiny and use the REIT (which was to be a registered entity) as a mechanism to sanitize the rampant prior securities law violations and to perpetuate the Ponzi scheme:



[ECF No. 164-1 at 23-24]

113. Lamenting the fact that DLA Piper had turned over too much information to the SEC concerning EquiAlt's use of unlicensed sales agents, Davison and Rybicki turned to Wassgren for "crisis management" and with the hope that he could obtain an injunction to thwart the ongoing SEC investigation:



[ECF No. 164-1 at 24-25]

114. Davison and Rybicki further lamented that investors were "taking calls from the SEC and then blowing us or the advisors up!" [ECF No. 164-1 at 27]. Davison and Rybicki voiced their frustrations that DLA Piper "should have controlled this [the SEC investigation] better from the start." Davison and Rybicki blamed EquiAlt's registration violations on Wassgren and confirmed that the DLA lawyers had gained knowledge of EquiAlt's accounting and finances. *Id.*

115. On February 11, 2020, the SEC commenced the SEC Action against EquiAlt and others to, among other things, halt the ongoing sale of the EquiAlt Securities, through which EquiAlt had by that time raised over $170 million from Plaintiffs and some 1,100 other investors nationwide, through the efforts of numerous unlicensed sales agents. *See* **Ex. A.**

116. The EquiAlt Securities purchased by Plaintiffs are now worthless.

117. Shortly after the SEC complaint against EquiAlt was unsealed and the SEC's allegations made public, DLA Piper scrubbed the DLA-EquiAlt Posts from its website.

F. The Non-Defendants Sales Agents Owed Plaintiffs Fiduciary Duties

118. Although the EquiAlt sales agents were not registered with the SEC or the Financial Regulatory Authority (FINRA) to sell securities, they have the same fiduciary duties as any FINRA registered financial advisor, broker or other SEC or state registered investment advisor.

119. EquiAlt solicited and sold EquiAlt unregistered securities through EquiAlt authorized sales agents, who acted as *de facto* investment advisors or brokers or financial advisors.

120. Each of the EquiAlt sales agents that sold EquiAlt Securities to the Plaintiffs were: (1) engaged in the business of effecting transactions in securities for the account of others, (2) received transaction-based commissions, (3) provided advice and recommendations as to investment in EquiAlt Securities, (4) actively solicited investments in EquiAlt Securities, and (5) held themselves out as investment advisors, so their mere failure to register as a "broker" or "investment advisor" does not excuse them from the fiduciary and other duties which attach to such activities. Indeed, under Fla. Stat. 517.021 (14(a)), it defines an "investment advisor" as "any person who receives compensation, ... and engages for all or part of her or his time, ... in the business of advising others as to the value of securities or as to the advisability of investments in, purchasing of, or selling of securities"), and similarly, under the SEC Act, 15 U.S.C. § 78c(a)(4), it defines "broker" to be "any person who engaged in the business of effecting transactions in securities for the account of others".

121. Here, each of the EquiAlt sales agents who sold EquiAlt Securities received transaction based commissions.

122. Further, the EquiAlt sales agents actively found investors, provided advice or valuation as to the merit of the EquiAlt investment, and received a commission on each sale.

123. EquiAlt and its sales agents obtained the trust and confidence of the Plaintiffs by purporting to have superior knowledge and expertise in the EquiAlt investments, and, in each instance, in essence advised the Plaintiffs that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities." *See, e.g.*, Exs. G & H.

124. Based on the totality of above information that was disseminated by EquiAlt and its sales agents, their representations of expertise or superior knowledge in EquiAlt investments and the purported safety of the EquiAlt investments, EquiAlt and its financial advisors gained the trust and confidence from the Plaintiffs, and that trust and confidence was reposed in EquiAlt and its financial advisors. This trust and confidence obtained from the Plaintiffs by EquiAlt sales agents and EquiAlt employees created a fiduciary duty owed to the Plaintiffs.

125. EquiAlt and the EquiAlt financial advisors breached their fiduciary duty to the Plaintiffs via their misconduct, more particularly described throughout this complaint, including, but not limited to:

a. Failing to disclose that the EquiAlt Securities were not exempt from registration;

b. Failing to disclose that the EquiAlt Securities were being sold in violation of state and federal securities registration laws;

c. Failing to disclose that EquiAlt Securities were sold via misrepresentations and omissions of material facts as described in this complaint;

d. Failing to disclose that the EquiAlt Securities were sold by unlicensed sales agents, aka investment advisors or brokers, who were required by law to be licensed in order to sell EquiAlt Securities;

e. Failing to disclose that EquiAlt was being operated as a Ponzi scheme, where later investors' monies were being used to pay interest returns and principal to earlier investors;

f. Failing to disclose that EquiAlt's net income, without new investor money, was insufficient to pay its obligations as they came due in the ordinary course of their business;

g. Failing to disclose that there were regulatory inquiries from regulators who were investigating the legality of the sale of EquiAlt Securities;

h. Failing to adequately investigate the EquiAlt operations and investments, such as failing to obtain audited financial statements to confirm the viability of the EquiAlt investments;

i. Failing to fully explain the risks of the EquiAlt Securities that were part of a Ponzi scheme;

j. Failing to study the EquiAlt investments so as to be adequately informed as to its nature, price and financial prognosis;

k. Failing to refrain from self-dealing in that the EquiAlt advisors knew that they did not have verifiable, audited financial information, but yet touted the EquiAlt investments as fully secured by real estate, in order to earn a large commission on each sale;

l. Failing to contact their state securities regulator, FINRA or the SEC to confirm whether they could legally sell EquiAlt Securities without a license;

m. Failing to contact their state securities regulator or the SEC to confirm whether EquiAlt Securities could be sold without registration or a proper exemption from registration; and

n. Failing to obtain a securities license or registration as a broker-dealer before selling EquiAlt Securities.

G. APPLICATION OF THE DISCOVERY RULE, THE FRAUDULENT CONCEALMENT DOCTRINE AND EQUITABLE TOLLING

126. Plaintiffs and the class members had no reason to suspect they had sustained injuries caused by Defendants' wrongful conduct alleged herein until the SEC filed its complaint on February 11, 2020, or later and, despite reasonable investigation, Plaintiffs were unaware until then of a factual basis for the causes of action alleged herein. Plaintiffs and the class members likewise did not and could not reasonably have discovered the alleged breaches of fiduciary duties, misrepresentations and corresponding securities violations and fraud until the SEC filed its complaint, at the earliest.

127. As alleged above, the EquiAlt marketing brochures, sales solicitation documents, PPMs and subscription agreements all made false representations and failed to disclose material information concerning the safety and liquidity of the EquiAlt Securities, the risks associated with investments in the EquiAlt Securities, EquiAlt's compliance with the securities laws, the experience and qualifications of EquiAlt management and the quality and values of the real estate previously acquired and to be acquired by the EquiAlt Funds.

128. EquiAlt and Defendants never disclosed or suggested to Plaintiffs and the class members that EquiAlt and the EquiAlt funds were being operated as part of a massive Ponzi scheme or that the EquiAlt managers were diverting millions of dollars in EquiAlt assets for their own personal gain. Nor did EquiAlt or Defendants disclose to the investors that properties and assets were being transferred between and among the EquiAlt Funds in furtherance of the ongoing Ponzi scheme and breaches of fiduciary duties.

129. Despite their periodic inquiries and efforts to monitor the status of their investments in the EquiAlt Securities, Plaintiffs and the class members lacked any ability to discover the true financial condition of the EquiAlt Funds or the profligate way EquiAlt was being managed and operated. EquiAlt provided no audited or unaudited financial statements to the investors, distributed no written reports describing or summarizing EquiAlt's operations or financial condition, nor did EquiAlt provide any specific information concerning the properties supposedly acquired, appraisals or appraised values of the properties, details concerning the acquisition or sales of the properties supposedly bought and sold by the EquiAlt Funds or any comparable information. To the contrary, all information concerning EquiAlt's operations, financial condition, profits and losses, intra-fund transfers, payments to management and the status of the properties acquired by the EquiAlt Funds and EquiAlt's securities law violations was and remained in the exclusive possession and control of EquiAlt management and/or Defendants.

130. There was simply no possible avenue for Plaintiffs or the class members to pursue or obtain the information necessary for them to discover the wrongdoing alleged herein until the SEC filed its complaint revealing the Ponzi scheme, at the earliest.

131. In addition, Plaintiffs and the class members could not reasonably have discovered the wrongdoing earlier due to the active, ongoing fraudulent concealment of the true facts by EquiAlt and the Defendants. Indeed, in addition to the fraudulent misrepresentations by EquiAlt management, Defendants made affirmative false representations to the investors in the PPMs and other documents drafted by Defendants concerning EquiAlt's compliance with the federal and state securities laws.

132. Under the fraudulent concealment and equitable tolling doctrines applicable to the claims alleged herein, the limitations periods applicable to the claims asserted in this action were

tolled through February 11, 2020, at the earliest, based on the active deception of EquiAlt and the Defendants in concealing Plaintiffs' causes of action.

PLAINTIFF-SPECIFIC ALLEGATIONS

Plaintiffs Richard and Phyllis Gleinn

133. Plaintiffs Richard and Phyllis Gleinn are husband and wife who reside in Sumter County, Florida. The Gleinns invested $50,000 in 2016, which investment matured in 2019. On April 11, 2019, Andre Sears reached out to the Gleinns to solicit them to reinvest with EquiAlt. At or about that time, between April 11, 2019 and April 25, 2019, they were again solicited to "renew" and "add to" their EquiAlt investment. The Gleinns invested $150,000 in EquiAlt Fund II on or about April 25, 2019 and sent their funds to EquiAlt on or about May 1, 2019. The Gleinn's EquiAlt investment contract is attached hereto as **Exhibit Q.**

Plaintiff Cary Toone

134. Plaintiff Cary Toone is a resident of Gilbert, Arizona. Following a solicitation by an unlicensed EquiAlt sales agent, Toone purchased $30,000 of Fund 2 on September 26, 2019 and $60,000 of EquiAlt Fund LLC for his IRA on April 8, 2019. Toone's EquiAlt investment contracts are appended hereto as **Exhibit R.** Toone is not an accredited investor.

Plaintiffs John and Maria Celli

135. Plaintiffs John and Maria Celli are husband and wife who reside in Prescott, Arizona and invested $50,000 in EquiAlt Securities on August 7, 2019. The Celli's EquiAlt investment contract is appended hereto as **Exhibit S.**

Plaintiff Eva Meier

136. Plaintiff Eva Meier is a resident of San Diego County, California and initially solicited to invest $100,000 from her IRA into EquiAlt Fund LLC and made the first investment

in or about September 29, 2017. In or about January 6, 2020, Meier invested additional monies with EquiAlt. On or about January 6, 2020, Meier invested $73,229.81 in EquiAlt Fund II from her beneficiary IRA account, an additional $74,716 in EquiAlt Fund II from her SEP IRA. Meier's EquiAlt investment contract is appended hereto as **Exhibit T.**

Plaintiff Georgia Murphy

137. Plaintiff Georgia Murphy funded that $250,000 investment in or about December 21, 2016. Later, in or about January 30, 2018, Murphy was solicited by Armijo to transfer $150,000 from her EquiAlt Fund LLC investment and roll that into the EquiAlt Secured Income Portfolio. Murphy's EquiAlt investment contract is appended hereto as **Exhibit U.**

Plaintiffs Steven and Tracey Rubinstein

138. Plaintiffs Steven and Tracey Rubinstein are husband and wife, and serve as co-trustees of the Rubinstein Family Trust dated 6/25/2010. On January 31, 2020, the Rubinsteins purchased a $75,000 investment with Fund 2, at an annual rate of 8.00%, with a 48-month term. The Rubinstein's investment contract is appended hereto as **Exhibit V.**

Plaintiff Bertram D. Greenberg

139. Plaintiff Greenberg was on April 3, 2018, sold a $50,000 investment in Fund 1 at his home in Santa Clara County, California. Plaintiff Greenberg was 89 years of age at the time of the offer and sale of the EquiAlt Debenture. Greenberg's EquiAlt investment contract is appended hereto as **Exhibit W.**

Plaintiffs Bruce R. and Geraldine Hannen

140. Plaintiffs Bruce R. and Geraldine Mary Hannen are spouses who were introduced to EquiAlt and the EquiAlt Debentures by unlicensed EquiAlt employees Andre Sears and Maria-Antonia Sears d/b/a The Picasso Group. On July 26, 2016, the Hannens purchased their first

EquiAlt Debenture, making a $200,000 investment with EquiAlt Fund II, at an annual rate of 9.25%, with a 36-month term. On July 13, 2019, and at the end of the 36-month term, the Hannens renewed their EquiAlt investment, purchasing an EquiAlt Debentures for $200,000 with EquiAlt Fund II, at an annual rate of 9.00%, with a 36-month term. The Hannens' investment contracts are appended hereto as **Exhibit X**.

Plaintiffs Rory O'Neal and Marcia O'Neal

141. Plaintiffs Rory and Marcia O'Neal are husband and wife who reside in Reno County, Nevada and who were introduced to EquiAlt and the EquiAlt Debentures by Bobby Armijo of Joseph Financial. On August 21, 2017, the O'Neals invested $200,000 from Marcia O'Neal's IRA in EquiAlt Fund 1 through the acquisition of a debenture security with an annual interest rate of 12%, with a 36-month term. Then, on January 18, 2018, Marcia O'Neal transferred the $200,000 investment from Fund 1 to Fund 4. In exchange, Marcia O'Neal received Stock Certificate Number 16, with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in January 2019 and every quarter thereafter. On October 26, 2017, the O'Neals invested $50,000 from Rory O'Neal's IRA in EquiAlt Fund 1 through the acquisition of a debenture security with a 12% interest rate and a 36-month term. On January 18, 2018, Rory O'Neal transferred the $50,000 investment from Fund 1 to Fund 4. In exchange, Marcia O'Neal received Stock Certificate Number 17, with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in January 2019 and every quarter thereafter. On The O'Neals' investment contracts are appended hereto as **Exhibit Z**.

Plaintiff Sean O'Neal

142. Plaintiff Sean O'Neal resides in Reno County, Nevada and was introduced to EquiAlt and the EquiAlt Debentures by Bobby Armijo of Joseph Financial.. On or about December 8, 2016, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 10% annual interest rate and a 36-month term. On or about October 3, 2017, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 12% annual interest rate and a 36-month term. On or about October 18, 2017, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 12% annual interest rate and a 36-month term. On January 18, 2018, Sean O'Neal transferred a $1,000,000 investment from Fund 1 to Fund 4. In exchange, Sean O'Neal received Stock certificate number 22, with a with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in April 2019 and every quarter thereafter. On May 15, 2018, Sean O'Neal transferred a $2,000,000 investment from Fund 1 to Fund 4. In exchange, Sean O'Neal received Stock certificates number 5, with a with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in April 2019 and every quarter thereafter. O'Neal's investment contracts are appended hereto as **Exhibit AA**.

Plaintiff Robert Cobleigh

143. Plaintiff Robert Cobleigh resides in El Centro, California. On September 20, 2019, Robert Cobleigh invested $270,000 of his savings in EquiAlt Fund 2, purchasing a debenture with a 48-month term and 8.00% interest. Two months later, Cobleigh invested another $250,000 in EquiAlt Fund 1, purchasing a debenture with a 48-month term and 8.00% interest. Cobleigh's investment contracts are appended hereto as **Exhibit BB**.

CLASS ALLEGATIONS

144. Plaintiffs bring assert their claims on behalf of themselves and the following four classes of similarly situated investors in Florida, California, Arizona, Colorado, and Nevada:

> **The Florida Class**: 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.
>
> **The California Class**: 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.
>
> **The California Elder Subclass**: All California residents who were at least 65 years of age when sold an EquiAlt Security.
>
> **The Arizona Class**: 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.
>
> **The Colorado Class**: 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.
>
> **The Nevada Class:** 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.

(collectively, "the Classes"). 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.

145. ***Size of Classes:*** EquiAlt Securities were sold to approximately 1,100 investors nationwide, with hundreds of investors located in Florida, California, Arizona, Colorado, and Nevada. Because there are hundreds of members of each of the Classes described in the foregoing paragraph, joinder of all members is impracticable. The identities and addresses of the members of these Classes can be readily ascertained from business records maintained by EquiAlt.

146. ***Adequacy of Representation*:** Plaintiffs are willing and prepared to serve the Court and the proposed Classes in a representative capacity. Plaintiffs will fairly and adequately protect the interests of the Classes and have no interests that are adverse to, or which materially and irreconcilably conflict with, the interests of the other members of the Classes. The self-interests of Plaintiffs are co-extensive with and not antagonistic to those of absent Class members. Plaintiffs will undertake to represent and protect the interests of absent Class members. Plaintiffs have engaged the services of counsel indicated below who are experienced in complex class litigation and life insurance matters, will adequately prosecute this action, and will assert and protect the rights of and otherwise represent Plaintiffs and the putative Class members.

147. ***The Commonality of Questions of the Law and Fact***: The claims of Plaintiffs and putative Class Members involve common questions of law and fact., including

a. Whether the EquiAlt Securities constituted "securities" with the meaning of the Federal securities statutes;

b. Whether the EquiAlt Securities were exempt from registration under the federal securities statutes;

c. Whether the EquiAlt Securities constituted "securities" with the meaning of the pertinent State securities statutes;

d. Whether the EquiAlt Securities were exempt from registration under the pertinent State securities statutes;

e. Whether the sale of the EquiAlt Securities though the Funds constituted an integrated offering;

f. Whether EquiAlt intended to sell and did in fact sell its securities to more than 35 non-accredited investors through the Funds;

g. Whether EquiAlt engaged directly and through its agents in general solicitations and advertising to market its unregistered securities;

h. Whether EquiAlt made commission payments to its unlicensed sales agents not disclosed in its SEC filings claiming the Reg D exemption from registration;

i. Whether EquiAlt would and did fail to provide investors with information and disclosures required by Regulation D, including audited financial statements;

j. Whether the EquiAlt PPMs contained materially false and misleading statements;

k. Whether the EquiAlt Form D filings contained materially false and misleading statements;

l. Whether Defendants were knowing participants in the ongoing illegal sales of securities by EquiAlt and the Non-Defendant Promoters;

m. Whether Defendants played a substantial role in inducing the illegal sales of EquiAlt Securities;

n. Whether Defendants lent substantial assistance to an ongoing scheme to defraud Plaintiffs and the other members of the Classes;

o. Whether Defendants were professionally obligated to terminate their representation of EquiAlt to avoid covering-up and assisting the ongoing (and past) fraud perpetrated by it and the Non-Defendant Promoters;

p. Whether Defendants' actions constitute primary violations of the pertinent State securities statutes;

q. Whether Defendants' actions constitute secondary violations of the pertinent State securities statutes;

r. Whether Defendants' actions constitute aiding and abetting of violations of the pertinent State securities statutes;

s. Whether Defendants' actions constitute aiding and abetting fraud;

t. Whether Defendants' actions constitute aiding and abetting breach of fiduciary duty;

u. Whether Defendants' actions constitute civil conspiracy;

v. Whether Defendants' actions constitute statutory Elder Abuse under California law;

w. Whether Defendants' actions constitute a violation of any prong of California's unfair Competition Law;

x. Whether Plaintiffs and members the Classes have been damaged, and if so, are eligible for and entitled to compensatory and punitive damages;

y. Whether EquiAlt sales agents were required to be licensed under state or federal securities laws;

z. Whether EquiAlt was operating as an unlicensed broker-dealer; and

aa. Whether Plaintiffs and Members of the Classes are entitled to other, equitable relief.

148. ***Typicality of the Claims or Defenses of the Class Representatives***: Plaintiffs' claims and defenses are typical of the claims and defenses of the putative Class Members.

149. ***Rule 23(b)(3)***: This action is appropriate as a class action pursuant to Federal Rule of Civil Procedure 23 (b)(3). The common questions of law and fact listed above predominate over any individualized questions. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, for the following reasons:

a. Given the age of Class Members, many of whom are elderly and have limited resources, the complexity of the issues involved in this action and the expense of litigating the claims, few, if any, Class Members could afford to seek legal redress individually for the wrongs that Defendants have committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

b. Once Defendants' liability has been adjudicated respecting the EquiAlt Securities, claims of all Class Members can be determined by the Court;

c. This action will ensure an orderly and expeditious administration of the Class's claims and foster economies of time, effort, and expense, and ensure uniformity of decisions; and

d. This action does not present any undue difficulties that would impede its management by the Court as a class action.

A class action is thus superior to other available means for the fair and efficient adjudication of this controversy.

150. ***Nature of Notice to the Proposed Classes.*** The names and addresses of all Class Members are contained in the business records maintained by Defendant and are readily available to Defendant. The Class Members are readily and objectively identifiable. Plaintiffs contemplate that notice will be provided to Class Members by e-mail, mail, and published notice.

CLAIMS FOR RELIEF

THE FLORIDA CLAIMS

COUNT I

Aiding and Abetting Fraud
(Individually and on behalf of the Florida Class)

151. Plaintiffs Gleinn repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

152. EquiAlt and its sales agents, consistent with the brochures, told Plaintiffs words to the effect that that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities.

153. EquiAlt and the EquiAlt financial advisors made misrepresentations and omitted material facts to the Plaintiffs via their misconduct.

154. The Defendants substantially assisted or encouraged the wrongdoing that constituted the Ponzi scheme fraud conducted EquiAlt and its unlicensed sales agents; further, Defendants had knowledge of such fraud, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

155. Defendants stepped out of their normal role as attorneys and participated in the fraud, by participating in the creation of documents which contain clear misstatements and omit material facts that should have been disclosed to the Plaintiffs, and by other actions described in this complaint.

156. Defendants' aiding and abetting the EquiAlt fraud caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

COUNT II

Aiding and Abetting Breach of Fiduciary Duty
(Individually and on behalf of the Florida Class)

157. Plaintiffs Gleinns repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

158. As alleged above, EquiAlt and the EquiAlt sales agents breached their fiduciary duties to the Plaintiffs.

159. The Defendants substantially assisted or encouraged the wrongdoing that constituted the breach of fiduciary duty owed by the EquiAlt and its sales agents; further, Defendants had knowledge of such breach, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

160. Defendants' aiding and abetting the breach of fiduciary duty cannot be excused by a "see no evil, hear no evil" approach, as that would otherwise encourage attorneys to aid clients in fraud by willful blindness.

161. Defendants' aiding and abetting the breach of fiduciary duty caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

COUNT III

Civil Conspiracy
(Individually and on behalf of the Florida Class)

162. Plaintiffs Gleinn repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

163. EquiAlt and its sales agents, consistent with the brochures, told Plaintiffs that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities."

164. EquiAlt's CEO entered into one or more agreements with Defendants to create various private placements to raise money for EquiAlt. That agreement included the drafting of indentures, finder fee contracts, subscription agreements and Private Placement Memoranda for each of the offerings.

165. Defendants engaged in unlawful acts with EquiAlt, namely, the misrepresentation of EquiAlt private placements as properly exempt under the securities laws, and the use of unlicensed sales agents, which Defendants knew were not allowed to sell private placements without a proper securities license with state and federal regulators.

166. The Defendants' conspiracy substantially assisted or encouraged the wrongdoing that constituted the Ponzi scheme fraud conducted by EquiAlt and its unlicensed sales agents; further, Defendants had knowledge of such fraud, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

167. Defendants' conspiracy with EquiAlt to evade the securities laws with respect to registration, exemption from registration and the use of unlicensed sales agents caused damages to the Plaintiffs.

168. Defendants conspiracy with EquiAlt to commit fraud cannot be excused by a "see no evil, hear no evil" approach, as that would otherwise encourage attorneys to aid clients in fraud by willful blindness. Plaintiffs allege that the Defendants had actual knowledge, which can be inferred from the totality of the circumstances of the events plead in this complaint. Plaintiffs lack access to the very discovery materials which would illuminate the Defendants' state of mind. But participants in a fraud do not affirmatively declare to the world that they are engaged in the perpetration of a fraud. Intent to commit fraud is to be divined from surrounding circumstances, and in this case, the Plaintiffs plead that the Defendants stepped out of their normal role as attorneys and participated in the fraud, by participating in the creation of documents which contain clear misstatements and omit material facts that should have been disclosed to the Plaintiffs, and by other actions described in this complaint.

169. Defendants' conspiracy with EquiAlt to commit fraud caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

THE CALIFORNIA CLAIMS

COUNT IV

Violations of the CSL
(Individually and on behalf of the California Class)

170. Plaintiffs Murphy, Meier, Greenberg, and Cobleigh repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

171. California Corp. Code § 25110 prohibits the offer or sale by any person in California of securities that are not qualified through registration. California Corp. Code § 25503 affords a statutory cause of action to victimized investors for violations of Section 25110. Finally, California Corp. Code § 25504.1 extends liability under Section 25503 to any person who materially assists in a violation of Section 25110 and makes them jointly and severally liable with any other person liable under Section 25503.

172. EquiAlt with Defendants' material assistance offered and sold the EquiAlt Securities in California without being properly registered or qualified for offer or sale either with any federal or California regulator.

173. Plaintiffs contend that secondary liability for materially assisting a strict liability violation of the qualification requirements of Section 25110 does not require proof that Defendants intended "to deceive or defraud." However, Plaintiffs in the alternative contend that even if so, Defendants' knowledge of and participation in EquiAlt's non-compliance with the CSL establishes their intent to deceive investors regarding the purported exemption of the EquiAlt Securities from the qualification and licensing requirements of the CSL.

174. California Corp. Code § 25210(b) provides:

> No person shall, … on behalf of an issuer, effect any transaction in, or induce or attempt to induce the purchase or sale of, any security in this state unless [a licensed] broker-dealer and agent have complied with any rules as the commissioner may adopt for the qualification and employment of those agents.

175. Defendants breached Section 25210(b) by encouraging Lifeline and other broker-dealers and agents to offer and sell the EquiAlt Securities despite the fact that (a) such securities were not qualified under the CSL and (b) such broker-dealers and agents were not licensed under the CSL.

176. California Corp. Code § 25501.5 affords a statutory cause of action to victimized investors for violations of Section 25210(b).

177. California Corp. Code § 25401 prohibits fraud in the offer or sale by any person in California of securities. California Corp. Code § 25501 affords a statutory cause of action to victimized investors for violations of Section 25401. Finally, California Corp. Code § 25504.1 extends liability under Section 25503 to any person who materially assists in a violation of Section 25401 with the intent to deceive or defraud, and makes them jointly and severally liable with any other person liable under Section 25503.

178. EquiAlt, with Defendants' material assistance, offered and sold the EquiAlt Securities in California by means of any written or oral communication that includes an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which the statements were made, not misleading.

179. Defendants are accordingly joint and severally liable to Plaintiffs for rescissionary damages under Cal. Corp. Code. § 25504.1.

180. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Cal. Corp. Code § 25503.

COUNT V

Aiding and Abetting Breach of Fiduciary Duty (Individually and on behalf of the California Class)

181. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

182. Based on (a) their respective sales agent's assumption of the role of a securities broker advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and

Plaintiffs' funds to EquiAlt for investment, those sales agents owed Plaintiffs fiduciary duties of loyalty and full disclosure, which were breached by their receipt of commissions in connection unlawful offer and sale to Plaintiffs of unqualified securities through unlicensed broker-dealers and sales agents.

183. Defendants had actual knowledge of the breaches of such fiduciary duties by the sales agent and the other unlicensed broker-dealers EquiAlt utilized to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the breaches, and their conduct was a substantial factor in causing harm to Plaintiff.

184. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its broker-dealers and sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

185. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT VI

Aiding and Abetting Fraud and Deceit
(Individually and on behalf of the California Class)

186. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

187. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors.

188. Plaintiffs and the members of the California Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or

the material omissions and would not have invested in the EquiAlt Securities had they known the true facts. As a consequence, Plaintiffs and the members of the California Class sustained damages.

189. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the California Class.

190. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

191. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

192. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the California Class to punitive and exemplary damages.

COUNT VII

Financial Abuse under the Elder Abuse Act
(Individually and on behalf of the California Subclass)

193. Plaintiffs Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

194. This cause of action is brought under California's Welfare and Institutions Code § 15610, et seq.

195. As alleged above, Plaintiff Greenberg was 89 years or older at all times relevant to this claim. Plaintiff Cobleigh was 80 years old at the time of this claim.

196. California's Elder Abuse Act, Cal. Welf. & Ins. Code § 15610.07, affords a cause of action to person over 65 years of age to recover for "financial abuse."

197. Financial abuse is in turn defined as follows:

> "Financial abuse" of an elder or dependent adult occurs when a person or entity does any of the following:
>
> 1. Takes, secretes, appropriates, obtains, or retains real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both.
>
> 2. Assists in taking, secreting, appropriating, obtaining, or retaining real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both.
>
> ***

California Welf. & Ins. Code § 15610.30(a).

198. A person takes property "for a wrongful use" when he, she or it knew or should have known its conduct was likely to be harmful to the elder. Welf. & Ins. Code § 15610.30(b).

199. The sale of unregistered securities by unlicensed broker-dealers and agents is specifically prohibited in California, for the very reason that it is conduct likely to be harmful to the investor.

200. Through the sale to Plaintiffs Greenberg and Cobleigh of unqualified securities through unlicensed brokers and agents, Defendants engaged in conduct that took, appropriated, obtained and retained Plaintiffs Greenberg's personal property ($50,000 in cash) and Plaintiff Cobleigh's personal property ($520,000) for a wrongful use in violation of Section 15610.30(a)(1).

201. Alternatively, through their participation in the offer and sale to Plaintiffs Greenberg and Cobleigh of unqualified securities through unlicensed brokers and agents, Defendants at a minimum assisted in conduct that took, appropriated, obtained and retained Plaintiff Greenberg's personal property ($50,000 in cash) and Plaintiff Cobleigh's personal property ($520,000) for a wrongful use in violation of § 15610.30(a)(2).

202. Defendants are accordingly liable to Plaintiff for "compensatory damages and all other remedies otherwise provided by law," including reasonable attorney fees and costs. Welf. & Ins. Code § 15657.5(a).

COUNT VIII

Violation of Unfair Competition Law Business & Professions Code § 17200, et seq. (Individually and on behalf of the California Class)

203. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

204. California's Unfair Competition Law, Business & Professions Code §§ 17200 *et seq*. (the "UCL") prohibits acts of unlawful and unfair competition, including any "unlawful, unfair or fraudulent business act or practice," any "unfair, deceptive, untrue or misleading advertising" and any act prohibited by Business & Profession Code §17500.

205. Defendants have committed business acts and practices that violate the UCL by aiding and abetting the breaches of fiduciary duties, fraudulent and unfair conduct and unlawful conduct. Defendants' conduct as alleged above constitutes unlawful competition in that, for the reasons set forth above, said acts and practices violate the Corporations Code.

206. The conduct of Defendants as alleged above also constitutes unfair competition in that, for the reasons set forth above, the acts and practices offend public policy and are unethical, oppressive, and unscrupulous, and are substantially injurious to the public.

207. Defendants' conduct was a proximate cause of the injuries to Plaintiffs and the California Class alleged herein, and it caused and continues to cause substantial injury to Plaintiffs and the members of the California Class. By reason of the foregoing, Defendants should be required to pay restitution to Plaintiffs and members of the California Class.

THE ARIZONA CLAIMS

COUNT IX
Violation of A.R.S. § 44-1841
(Individually and on behalf of the Arizona Class)

208. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

209. The investments sold by the Non-Promotor Defendants were securities as defined by the Arizona Securities Act ("the ASA").

210. The sale of non-exempt unregistered securities in Arizona is prohibited by A.R.S. § 44-1841.

211. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1841.

212. The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

213. Defendants "participated in or induced" the unlawful sale of unregistered EquiAlt Securities, by encouraging their offer and sale, among other things preparing the offering documents designed to unlawfully solicit purchasers of the unregistered EquiAlt Securities knowing they were not exempt from registration under the federal and State securities laws, and deterring state regulators from terminating the offering in Arizona.

214. Defendants are thus jointly and severally liable to Plaintiffs under A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1841.

215. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

216. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT X

Violation of A.R.S. §44-1842
(Individually and on behalf of the Arizona Class)

217. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

218. The investments sold by the Non-Promotor Defendants were securities as defined by the ASA.

219. The sale of securities in Arizona by an unregistered dealer is prohibited by A.R.S. § 44-1842.

220. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1842.

221. The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

222. Defendants "participated in or induced" the unlawful sale of EquiAlt Securities by unregistered dealers, by encouraging such sales in Arizona, by among other things covering for the Non-Defendant Promoters' use of the Non-Defendants sales agents to solicit purchasers of the EquiAlt Securities in Arizona.

223. Defendants are thus jointly and severally liable to Plaintiffs under A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1842.

224. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

225. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT XI

Violation of A.R.S. §§ 44-1991(A)
(Individually and on behalf of the Arizona Class)

226. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

227. The investments sold by the Non-Promotor Defendants were securities as defined by the ASA.

228. Under the ASA, it is unlawful to (1) "[e]mploy any device, scheme or artifice to defraud[;]" (2) "[m]ake any untrue statement of material fact, or omit to state any material act necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading[;]" or to (3) "[e]ngage in any transaction, practice or course of business which operates or would operate as a fraud or deceit." A.R.S. § 44-1991(A).

229. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1991(A). The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

230. The Non-Promoter Defendants conducted a massive Ponzi scheme raising more than $170 million from over 1,000 investors nationwide, many of them elderly, through the fraudulent sale of unregistered securities. The scheme was perpetuated through material misrepresentations and omissions concerning the Funds' compliance with the federal and State securities laws, the safety and risks of the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs' damages. In particular, the Non-Defendant Promotors in the PPM made the following materially false misrepresentations and omissions, among others:

a. Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"

b. Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"

c. Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"

d. Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered EquiAlt Securities;

e. Falsely overstated the percentage of investor funds that would be used to invest in properties;

f. Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;

g. Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices;

h. Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents; and

i. Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt.

231. Defendants "participated in or induced" the unlawful sale of EquiAlt Securities, by encouraging their offer and sale in Arizona, by among other things preparing the offering documents designed to unlawfully solicit purchasers of the unregistered EquiAlt Securities, by adding a patina of legitimacy to the otherwise unlawful operation, and by concealing the lack of any exemption to registration under either the federal or State securities laws, all of which enabled the scheme to unfold to the detriment of Plaintiffs and the Arizona Class.

232. Defendants acted with the specific intent to facilitate the Non-Defendant Promoters' foregoing wrongful conduct, and knowingly or recklessly misrepresented or omitted facts regarding the need to register the securities that rendered their statements, representations, and documents materially false or misleading.

233. Defendants are thus jointly and severally liable to Plaintiffs within the meaning of A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1991(A).

234. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

235. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT XII

Aiding and Abetting Fraud
(Individually and on behalf of the Arizona Class)

236. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

237. The Non-Defendant Promoters made uniform and materially false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the federal and State securities laws, the safety and risks of the EquiAlt Securities, the use of funds raised through the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs' damages.

238. In particular, the Non-Defendant Promotors in the PPM made the following materially false misrepresentations and omissions, among others:

a. Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"

b. Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"

c. Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"

d. Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered EquiAlt Securities;

e. Falsely overstated the percentage of investor funds that would be used to invest in properties;

f. Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;

g. Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices;

h. Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents; and

i. Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt.

239. Defendants were for all times material hereto aware that the information being disseminated by the Non-Defendant Promoters was materially false.

240. Defendants nevertheless rendered substantial assistance and encouragement to the Non-Defendant Promoters' fraudulent conduct, including but not limited to the drafting of the operative PPMs, Subscription Agreements, the EquiAlt Securities, and related organizational and operational agreements and other various regulatory filings, and their several corresponding acts to conceal, omit, and misrepresent material facts to cover up the illicit nature of the Ponzi scheme, all as alleged above with specificity.

241. Defendants thereby aided and abetting the fraud and deceit committed by the Non-Defendant Promotors.

242. Defendants are accordingly jointly and severally liable to Plaintiffs for the fraudulent actions of the Non-Defendant Promoters.

COUNT XIII

Aiding and Abetting Breach of Fiduciary Duty
(Individually and on behalf of the Arizona Class)

243. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

244. The Non-Defendant EquiAlt sales agents who solicited Plaintiffs' investments owed fiduciary duties to Plaintiffs, which derived from their confidential and principal-agent relationship.

245. Given the unbalance of knowledge, Plaintiffs relied heavily upon the Non-Defendant EquiAlt sales agents' representations and advice, and reposed significant trust in the Non-Defendant EquiAlt sales agents.

246. As alleged above, the Non-Defendant EquiAlt sales agents breached their duties to Plaintiffs, including through their receipt of undisclosed and illegal commissions in connection with the unlawful offer and sale to Plaintiffs of unregistered securities through unlicensed broker-dealers and sales agents, causing Plaintiffs damages.

247. Defendants had actual knowledge of the Non-Defendant EquiAlt sales agents' breaches of fiduciary duties.

248. Defendants rendered substantial assistance and encouragement to the Non-Defendant EquiAlt sales agents' breaches and acted to conceal material facts attendant to those breaches, by encouraging them to offer and sell the EquiAlt Securities despite knowing of (a) the lack of registration under either federal or State law, and (b) the lack of any applicable exemption to registration under federal or State law.

249. Defendants are accordingly jointly and severally liable to Plaintiffs for the breach of fiduciary duties by the Non-Defendant Promoters' sales agents.

250. The Non-Defendant Promoters themselves owed fiduciary duties to Plaintiffs under Arizona law.

251. As alleged above, the Non-Defendant Promoters breached their fiduciary obligations to Plaintiffs, including the use through uniform and materially false representations and concealment of material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs damages.

252. The Non-Defendant Promoters' breaches of fiduciary duties caused Plaintiffs' damages.

253. Defendants had actual knowledge of the Non-Defendant Promoters' breaches of fiduciary duties and knew the misrepresentations and omissions were materially misleading and would result in harm.

254. Defendants rendered substantial assistance and encouragement to the Non-Defendant Promoters' breaches of fiduciary obligations, including but not limited to the drafting of the operative PPMs, Subscription Agreements, the EquiAlt Securities, and related operational agreements and regulatory filings, and their several corresponding acts to conceal, omit, and misrepresent material facts as set forth in those documents to cover up the illicit nature of the Ponzi scheme, all as alleged with specificity herein.

255. Defendants are accordingly jointly and severally liable to Plaintiffs for the breach of fiduciary duties by the Non-Defendant Promoters.

THE COLORADO CLAIMS

COUNT XIV

Statutory Aiding and Abetting Anti-Fraud Violations under the CSA (Individually and on behalf of the Colorado Class)

256. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

257. The EquiAlt Securities are securities within as defined by C.R.S. § 11-51-201.

258. C.R.S. § 11-51-501 ("Section 501") prohibits fraud in the offer or sale of securities in Colorado. C.R.S. § 11-51-604 ("Section 604") affords a statutory cause of action to victimized investors for violations of Section 501. Finally, C.R.S. § 11-51-604(5)(c) extends liability under Section 501 to "[a]ny person who knows that another person liable under subsection (3) or (4) of this section is engaged in conduct which constitutes a violation of [Section 501] and who gives substantial assistance to such conduct is jointly and severally liable to the same extent as such other person."

259. The Non-Defendant Promoters sold the EquiAlt Securities by employing devices, schemes, and/or artifices to defraud; by making untrue statements of material facts and/or omitting to state material facts; and/or by engaging in acts, practices, and/or courses of business which operated as a fraud or deceit upon Plaintiffs and the other members of the Colorado Class, in violation of Section 501. Accordingly, Plaintiffs were the purchasers of a "security" in Colorado, the Non-Promoters acted in violation of Section 501with the requisite scienter in connection with the offer and sale of that security, and Plaintiffs relied upon their conduct to their detriment, causing the Plaintiffs' injury.

260. Defendants encouraged EquiAlt and its broker-dealers and agents to offer and sell the EquiAlt Securities in Colorado despite the fact that (a) such securities were not registered under the CSA and (b) such broker-dealers and agents were not licensed under the CSA.

261. Defendants knew that the Non-Defendant Promoters were engaged in conduct which constituted a violation of Section 501, and gave substantial assistance to such conduct, and are therefore jointly and severally liable to Plaintiff Hannen and the Colorado Class.

262. *Respondeat superior* is proper basis for liability under the CSA.

263. Defendants are liable to Plaintiffs and the other members of the Colorado Class under Section 604(3) and (4) for rescission or rescissionary damages.

264. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Section 604(6).

COUNT XV

Aiding and Abetting Registration Violations under the CSA
(Individually and on behalf of the Colorado Class)

265. Plaintiffs Hannens repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

266. C.R.S. § 11-51-301 ("Section 310") prohibits the offer or sale by any person in Colorado of securities that are not registration in accordance with C.R.S. Art. 51. C.R.S. § 11-51-604 ("Section 604") affords a statutory cause of action to victimized investors for violations of Section 301.

267. The EquiAlt Securities were required to be registered under Article 51 of Tile 11 of the Colorado revised Statute, pursuant to Section 301.

268. Neither the EquiAlt Securities nor the transactions were exempted under any pertinent Colorado statute.

269. The Non-Defendant Promoters with Defendants' material assistance offered and sold the EquiAlt Securities in Colorado without being properly registered for offer or sale either with any federal or Colorado regulator.

270. Defendants breached Section 301 by encouraging broker-dealers and agents to offer and sell the EquiAlt Securities in Colorado despite the fact that (a) such securities were not registered under the CSA, and (b) such broker-dealers and agents were not licensed under the CSA.

271. Section 604 specifically provides that statutory liability under that rights and remedies provided by the CSA are in addition to any other rights or remedies that may exist at law or in equity.

272. Respondeat superior is a proper basis for claim under the CSA.

273. Defendants are accordingly joint and severally liable to Plaintiffs and the other members of the Colorado Class for rescission or rescissionary damages.

274. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Section 604(6).

COUNT XVI

Aiding and Abetting Breach of Fiduciary Duty
(Individually and on behalf of the Colorado Class)

275. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

276. As alleged above, based on (a) their respective sales agent's assumption of the role of a securities broker advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and Plaintiffs' funds to EquiAlt for investment, those sales agents owed Plaintiffs fiduciary duties, which were breached as alleged above, including by their receipt of

commissions in connection unlawful offer and sale to Plaintiffs of unqualified securities through unlicensed broker-dealers and sales agents.

277. Defendants had actual knowledge of the breaches of such fiduciary duties by the sales agent and the other unlicensed broker-dealers EquiAlt utilized to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the breaches, and their conduct was a substantial factor in causing harm to Plaintiff.

278. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its broker-dealers and sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

279. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT XVII

Aiding and Abetting Fraud and Deceit
(Individually and on behalf of the Colorado Class)

280. Plaintiffs Hannen repeat and re-allege the allegations paragraphs 1–150 above, as if fully set forth herein.

281. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors.

282. Plaintiffs and the members of the Colorado Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or the material omissions and would not have invested in the EquiAlt Securities had they known the true facts. As a consequence, Plaintiffs and the members of the Colorado Class sustained damages.

283. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the Colorado Class.

284. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

285. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

286. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the Colorado Class to punitive and exemplary damages.

COUNT XVIII

Aiding and Abetting Intentional Misrepresentation
(Individually and on behalf of the Colorado Class)

287. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

288. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds.

289. The Non-Defendant Promotors knew the statements were false when made or were made recklessly and without regard to their truth, and intended that Plaintiffs and the members of the Colorado Class would rely on the representations.

290. Plaintiffs and the members of the Colorado Class justifiably relied on the false statements and sustained damages as a result.

291. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the Colorado Class.

292. Defendants are therefore liable for common law aiding and abetting the intentional misrepresentations by the Non-Defendant Promotors.

293. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the Colorado Class to punitive and exemplary damages.

THE NEVADA CLAIMS

COUNT XIX

(Statutory Secondary Liability under the Nevada Securities Act, individually and on behalf of the Nevada Class)

294. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in paragraphs 1-150 as if fully set forth herein.

295. The EquiAlt Securities are securities as defined by NRS 90.295.

296. NRS 90.310 ("Section 301") prohibits any person from transacting business in Nevada as a broker-dealer or sales representative unless licensed or exempt from licensing under the Nevada Securities Act ("NSA").

297. NRS 90.460 ("Section 460") prohibits any person from offering to sell or selling any security in Nevada unless the security is registered or the security or transaction is exempt under the NSA.

298. NRS 90.570 ("Section 570") prohibits any person from, in connection with the offer to sell, sale, offer to purchase or purchase of a security in Nevada, directly or indirectly (1) employing any device, scheme or artifice to defraud; (2) making an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made not misleading in the light of the circumstances under which they are made; or (3) engaging in an act, practice or course of business which operates or would operate as a fraud or deceit upon a person.

299. NRS 90.660 ("Section 660") affords a statutory cause of action to victimized investors for violations of Sections 301, 460 and 570. In addition, Section 660(4) extends joint and several liability under Section 660 to "any agent of the person liable."

300. As alleged above, the Non-Defendant Promoters sold the EquiAlt Securities in violation of Sections 301, 460 and 570.

301. As a consequence of the forgoing statutory violations, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

302. Defendants acted as the agent of the Non-Defendant Promoters in connection with the foregoing violations of the NSA, by among other things, drafting the PPMs and other offering materials containing the false statements and misrepresentations used to solicit sales of the unregistered EquiAlt Securities, receiving signed investor questionnaires on behalf of EquiAlt, authorizing EquiAlt to identify Defendants as "independent" legal counsel who would provide "insight into the fund and its activities" upon request from investors, drafting submissions to the SEC falsely claiming that the EquiAlt Securities were exempt from registration, authorizing the use of their names on brochures that were used to promote and make sales of Equialt Securities, preparing organizational and transactional documents used in furtherance of the EquiAlt Ponzi

scheme, formulating and drafting "Consulting Agreements" falsely characterizing agent commissions as "finder's fees" to circumvent the securities laws, advising non-client unlicensed sales agents that they could lawfully sell the unregistered EquiAlt securities and responding to inquiries from the unlicensed sales agents concerning purported compliance with the applicable securities laws and encouraging the EquiAlt managers to invoke their names and professional standing to deflect inquiries by sales agents or investors about regulatory investigations of EquiAlt. . Through these acts, among others, Defendants intentionally stepped outside their normal role as attorneys providing routine legal advice and instead acted as the agent of the Non-Defendant Promoters.

303. Defendants are accordingly liable to Plaintiffs and the other members of the Nevada Class under Section 660 for rescission or rescissionary damages.

304. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with the NSA.

COUNT XX

(Aiding and Abetting Breach of Fiduciary Duty, individually and on behalf of the Nevada Class)

305. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

306. NRS 90.575 provides: "A broker-dealer, sales representative, investment adviser or representative of an investment adviser shall not violate the fiduciary duty toward a client imposed by NRS 628A.020." NRS 628A.020 in turn provides:

> A financial planner has the duty of a fiduciary toward a client. A financial planner shall disclose to a client, at the time advice is given, any gain the financial planner may receive, such as profit or commission, if the advice is followed. A financial planner shall make diligent inquiry of each client to ascertain initially, and keep currently informed concerning, the client's financial circumstances and obligations and the client's present and anticipated obligations to and goals for his or her family.

307. The Non-Defendant Promoters and their sales agents in addition owed Plaintiffs and the other members of the Nevada Class fiduciary duties of loyalty and full disclosure, based on (a) their respective sales agent's assumption of the role of a securities broker and financial planner advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and Plaintiffs' funds to EquiAlt for investment. These fiduciary duties which were breached by, among other things, the payment and receipt of undisclosed commissions in connection unlawful offer and sale to Plaintiffs of unregistered securities through unlicensed broker-dealers and sales agents, the failure to exercise due diligence to confirm the representations in the EquiAlt sales solicitation materials or to investigate or evaluate EquiAlt's financial condition and purported business operations, the failure to independently evaluate or confirm EquiAlt's compliance with the securities laws or the need for the unlicensed broker-dealers and sales agents to procure required licensures and the other actions and inactions alleged above. .

308. As a consequence of the forgoing breaches of fiduciary duty, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

309. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), o*verruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

310. The Defendants were aware at the time of their role in promoting the foregoing alleged primary breach of fiduciary duties by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in

committing the primary breaches through direct communications with them and with their sales agents.

311. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

312. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT XXI

(Aiding and Abetting Fraud/Fraudulent Concealment, Individually and on behalf of the Nevada Class)

313. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

314. The Non-Defendant Promoters knowingly made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to induce Plaintiff and the other members of the Nevada Class to act or to refrain from acting in reliance upon the misrepresentation and omission.

315. Plaintiffs and the members of the Nevada Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or the material omissions and would not have invested in the EquiAlt Securities had they known the true facts.

316. As a consequence of the forgoing acts of fraud and fraudulent omission, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

317. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), *overruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

318. The Defendants were aware at the time of their role in promoting the foregoing alleged primary fraudulent conduct by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in committing the primary fraud through direct communications with them and with their sales agents.

319. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

320. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

COUNT XXII

(Violation of the Nevada Trade Practices Act, N.R.S. 41.600 Individually and on behalf of the Nevada Class)

321. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

322. NRS 41.600 ("Section 600") provides a statutory cause of action by "any person who is a victim of consumer fraud," which is in turn defined to include any deceptive trade practice as defined in NRS 598.092 ("Section 092"). *Holmquist v. Exotic Cars at Caesars Palace, LLC*,

No.: 2:07–cv–00298–RLH–GWF, 2009 WL 10692730 (D. Nev. Jan. 13, 2009) (finding plaintiffs stated claim for deceptive trade practices under Section 092 regarding the sale of securities).

323. Section 092(8) provides that "[a] person engages in a 'deceptive trade practice' when in the course of his or her business or occupation he or she … [k]nowingly misrepresents the legal rights, obligations or remedies of a party to a transaction."

324. As alleged above, Defendants knowingly misrepresented "the legal rights" and "remedies" to Plaintiffs when through their drafting of the PPM and their representations made to the sales agents that the EquiAlt Securities were exempt from registration under Federal and State securities laws and could be sold by unlicensed broker-dealers and sales representatives.

325. As a consequence of the forgoing deceptive trade practices, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

COUNT XXIII

(Aiding and Abetting Violation of Nevada Trade Practices Act, NRS 41.600 Individually and on behalf of the Nevada Class)

326. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

327. Under NRS 41.600 ("Section 600") a statutory cause of action may be brought by "any person who is a victim of consumer fraud," which is in turn defined to include any deceptive trade practice as defined in NRS 598.092 ("Section 092").

328. Section 092(5) provides that "[a] person engages in a 'deceptive trade practice' when in the course of his or her business or occupation he or she … [a]dvertises or offers an opportunity for investment" and:

(a) Represents that the investment is guaranteed, secured or protected in a manner which he or she knows or has reason to know is false or misleading;

(b) Represents that the investment will earn a rate of return which he or she knows or has reason to know is false or misleading;

(c) Makes any untrue statement of a material fact or omits to state a material fact which is necessary to make another statement, considering the circumstances under which it is made, not misleading;

(d) Fails to maintain adequate records so that an investor may determine how his or her money is invested;

(e) Fails to provide information to an investor after a reasonable request for information concerning his or her investment;

(f) Fails to comply with any law or regulation for the marketing of securities or other investments; or

(g) Represents that he or she is licensed by an agency of the State to sell or offer for sale investments or services for investments if he or she is not so licensed.

329. As alleged above, the Non-Defendant Promoters and their sales agents engaged in each of these "deceptive trade practices" with respect to the offer and sale of the EquiAlt Securities in Nevada, breaching a statutory duty that injured Plaintiffs and the other members of the Nevada Class.

330. As a consequence of the forgoing deceptive trade practices, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities

331. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), *overruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

332. The Defendants were aware at the time of their role in promoting the foregoing alleged primary violations by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in committing the primary violations through direct communications with them and with their sales agents.

333. Defendants' conduct was a substantial factor in causing harm to Plaintiffs and the members of the Nevada Class.

334. Defendants are therefore liable for common law aiding and abetting the statutory deceptive trade practices of the Non-Defendant Promotors.

PRAYER

Based on the foregoing, Plaintiffs request the Court enter a judgment:

A. certifying the Classes;

B. awarding such declaratory, injunctive and other equitable relief as warranted under the claims asserted;

C. awarding compensatory damages and punitive damages to Plaintiffs and the Classes, in an amount to be determined at trial;

D. awarding Plaintiffs and the Classes the costs of this action, including reasonable attorneys' fees and expenses, including pursuant to the Elder Abuse Act; and

E. awarding such further relief as may be just and proper.

RESPECTFULLY SUBMITTED this 3rd day of August, 2020.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT JOSEPH ARMIJO, an individual,

Plaintiff,

vs.

PAUL R. WASSGREN, an individual; DLA PIPER LLP (US); FOX ROTHSCHILD LLP; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 22STCV32793

COMPLAINT FOR:

(1) PROFESSIONAL NEGLIGENCE / GROSS NEGLIGENCE;
(2) NEGLIGENT MISREPRESENTATION;
(3) AIDING AND ABETTING FRAUD;
(4) EQUITABLE INDEMNITY;
(5) TORT OF ANOTHER;
(6) VIOLATION OF UNFAIR COMPETITION LAW

(DEMAND FOR JURY TRIAL)

COMES NOW Plaintiff ROBERT JOSEPH ARMIJO ("Plaintiff" or "Armijo") with his Complaint for causes of action against Defendants PAUL R. WASSGREN ("Wassgren"), DLA PIPER LLP (US) ("DLA"), FOX ROTHSCHILD LLP ("Fox Rothschild"), and DOES 1-50, inclusive (collectively, "Defendants"), and alleges as follows:

I. INTRODUCTION

1. Defendants' clients, according to the Securities and Exchange Commission ("SEC") and the Court-appointed receiver for their businesses, perpetrated a fraudulent real-estate investment scheme.

2. Defendants knew about the scheme – and actively participated in advancing it.

3. Much more is expected of lawyers. And such transgressions by lawyers result in widespread liability for them and their law firms. When a lawyer knows or should know that his clients are engaged or participating in an ongoing fraud, the lawyer has an ethical duty and professional obligation to avoid furthering that fraud in any way. And, if the client does not cease the fraudulent conduct, the lawyer must either: (a) limit the scope of his representation to matters that do not involve participation in or furthering of the client's fraud (but only if the lawyer is *fully confident* that his limited going-forward representation will in no way further the fraud), or (b) terminate the representation. In other words, lawyers are duty-bound – *to everyone* – to not further their clients' fraudulent activities. When a lawyer violates these tenets of the legal profession by furthering a client's fraud – whether knowingly or through gross negligence – then the lawyer becomes a dangerous weapon to further or potentially expand the reach of – the client's wrongdoings. And, in such circumstances, the lawyer has become liable to third-parties for the harm they suffer as a result of a fraudulent scheme the lawyer actively furthered.

4. Furthermore, when a lawyer helps secure the involvement of an unsuspecting third-party participant to be used as a pawn to further and expand the client's fraudulent scheme – unbeknown to that third-party participant – the lawyer, himself, commits wrongdoing and faces liability to that third party. This not only potentially leads to an increase in the number of direct victims of the client's fraud and the damages suffered by those direct victims, but can also cause the group accused of being party to the client's fraud to grow to include such unsuspecting participants.

5. Client-wrongdoers, and the lawyers who assists their fraudulent scheme, are decidedly deserving of prosecution. But the other third-party participants who were swept up and into the scheme by the client-wrongdoers with the assistance of their lawyers, as innocent pawns

of the wrongdoers, are not deserving of fault or responsibility for the damage caused by the scheme, having been duped into being involved by the wrongdoers. In such a situation, the lawyer is responsible for that damage, not the pawn.

6. Such is precisely what happened to Plaintiff. Once a well-regarded financial advisor, Plaintiff's reputation, financial advisory business, personal relationships and other business opportunities have been shattered because he was defrauded – by Defendants' clients, with Defendants' knowing (or grossly-negligent) assistance – into participating in the sales of what Plaintiff was led by Defendants to believe were legitimate, legally-compliant investments. Had Defendants simply been honest with Plaintiff, rather than steering Plaintiff in the wrong direction for the benefit of Defendants' clients, knowing Plaintiff would rely on Defendants' representations and legal guidance, Plaintiff would not have suffered all of the financial, reputational, emotional and health-related harms he has been caused to suffer.

7. Defendants' clients' scheme took place with the knowing (or grossly-negligent) assistance of the Defendants. Along the way, and with Defendants' direct knowledge (or gross negligence) and active assistance and participation in their clients' fraudulent scheme, Plaintiff was convinced: (a) that Defendants' clients' investment offerings were legitimate and legally-compliant; (b) that Plaintiff's clients (and Plaintiff individually) would benefit from investing in Defendants' clients' offerings; and (c) that Plaintiff held the necessary licenses to lawfully participate in the sale of Defendants' clients' investment offerings to Plaintiff's clients. Defendants' clients could not have perpetuated their fraudulent scheme – or secured the involvement of Plaintiff – without the active assistance of, and participation by, Defendants.

8. Relying on Defendants' representations and advice, Plaintiff: (a) introduced many of his valued clients – including close, long-time friends and respected businesspeople – to Defendants' clients and participated in the sale of Defendants' clients' investment offerings to such clients and friends; and (b) personally purchased investment offerings from Defendants' clients. Plaintiff would have done none of this but for Defendants' representations and advice, which – if the SEC is correct – was false and grossly-deficient. Plaintiff would have done none of this but for Defendants actively inducing Plaintiff – knowingly (or with gross negligence) – in furtherance of

Defendants' clients' fraudulent scheme, to the benefit of Defendants' clients and Defendants themselves.

9. Despite Plaintiff's due diligence, Plaintiff never knew Defendants' clients were perpetrating a fraudulent scheme, or that Defendants were knowingly (or grossly-negligently) furthering their clients' wrongdoings, until the SEC brought the scheme down.

10. As a result of Defendants' clients' scheme and Plaintiff's justifiable reliance on Defendants' false representations and grossly-deficient advice, Plaintiff – like Defendants' clients – became a target of actions by the SEC and Defendants' clients' investors and court-appointed receiver, all due to Plaintiff's unwitting participation in Defendants' clients' fraudulent scheme. Plaintiff did so only because of Plaintiff's justifiable reliance on Defendants' false representations and grossly-deficient advice.

11. Plaintiff's reputation and business as a financial investment advisor are ruined. Plaintiff has suffered significant financial harm having to spend time and money to defend actions pursued by the SEC, and Defendants' clients' receiver and investors. Plaintiff has also suffered serious emotional distress and serious health conditions. All of these consequences suffered by Plaintiff could have easily been avoided had Defendants not utilized their professional stature to further their clients' fraudulent scheme, and had Defendants been truthful in their representations and advice to Plaintiff.

II. PARTIES

A. Plaintiff

12. Armijo was at all times relevant hereto a resident of the State of California, County of San Diego. Between 2012 and 2021, Armijo was an Investment Advisor Representative licensed by the State of California, with a Series 65 license. Armijo is, and at all times relevant was, the managing member and sole owner of Joseph Financial Investment Advisors, LLC ("JFI"). Between May 2016 and 2021, JFI was a Registered Investment Advisor in the State of California, advising clients on investments and managing their portfolios. Armijo was the Investment Advisor Representative for JFI between May 2016 and 2021.

/ / /

B. Defendant Attorney and Law Firms

13. DLA is a Maryland limited liability partnership and a United States affiliate of a global law firm headquartered in London, United Kingdom, which has approximately 4,200 attorneys worldwide. DLA is headquartered in Baltimore, Maryland, and has offices throughout the United States, including offices in San Diego and Los Angeles, California.

14. Fox Rothschild is a Pennsylvania limited liability general partnership and a law firm with approximately 950 attorneys and 29 offices in the United States, including offices in Los Angeles, California.

15. Wassgren is an attorney licensed to practice law in California and Nevada.

16. Wassgren worked at, was a partner at, and was an agent of Fox Rothschild from approximately July of 2010 until May of 2017. Between July of 2010 and May of 2017, Fox Rothschild was responsible for the supervision of Wassgren and for any improper, negligent or illegal actions undertaken by Wassgren in connection with his practice of law. Legal work that forms a basis of this action, and misrepresentations made by Wassgren and Fox Rothschild, occurred while Wassgren was working for Fox Rothschild out of Fox Rothschild's Los Angeles, California, office.

17. Wassgren worked at, was a partner at, and was an agent of DLA from approximately May of 2017 until November 2020, when he was asked to resign from DLA. (A copy of an online profile of Wassgren utilized by DLA is attached as Exhibit "A.") Between May of 2017 until November 2020, DLA was responsible for the supervision of Wassgren and for any improper, negligent or illegal actions undertaken by Wassgren in connection with his practice of law. Legal work that is a basis of this action, and misrepresentations made by Wassgren and DLA, occurred while Wassgren was working for DLA out of DLA's Los Angeles, California, office.

18. While working at Fox Rothschild and DLA, Wassgren held himself out and was represented to be a transactional lawyer specializing in corporate, securities and real estate matters.

19. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, partnership or otherwise, of Defendants sued herein as DOES 1 through 50, inclusive, and, therefore, sue these Defendants by such fictitious names pursuant to Code of Civil Procedure § 474.

Upon learning the true names and capacities of the fictitiously-named Defendants, Plaintiff will seek leave of court to amend this complaint to include the true names and capacities of said Defendants.

20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant designated as a DOE caused, or is legally responsible for, the events, happenings, occurrences, omissions, and damages referred to herein, as a principal, beneficiary, agent, partner, employee, co-developer, joint venturer, general contractor, subcontractor, consultant, representative, independent contractor, co-conspirator, aider and abettor, and/or alter ego, for the events, happenings, occurrences, omissions, and damages referred to herein, and thereby proximately caused injury and damage to Plaintiff as alleged herein.

III. JURIDISCTION AND VENUE

21. This Court has subject matter jurisdiction over this matter. Plaintiff's damages exceed $25,000.00.

22. This Court has personal jurisdiction over each of the Defendants. Each of the Defendants have availed themselves of the laws of the State of California, have conducted business in and established sufficient minimum contacts with the State of California during all relevant times, and the actions of Defendants as they relate to Plaintiff occurred in the State of California. All of the acts, failure to act and misconduct by Defendants complained about herein occurred in the State of California.

23. Venue is proper in Los Angeles County because Defendants transacted business in the County of Los Angeles and the actions of Defendants as they relate to Plaintiff and Defendants' liability to Plaintiff occurred in the County of Los Angeles.

IV. GENERAL ALLEGATIONS

A. EquiAlt

24. EquiAlt LLC ("EquiAlt") is a Nevada limited liability company based in Tampa, Florida. It was formed in 2011 by Brian Davison ("Davison"), EquiAlt's CEO, and Barry Rybicki ("Rybicki"), EquiAlt's Managing Director (collectively "EquiAlt Managers").

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25. EquiAlt claimed to be primarily engaged in managing various real estate investments funds, established at varying times, known as EquiAlt Fund, LLC ("Fund 1"), EquiAlt Fund II, LLC ("Fund 2"), EquiAlt Fund III, LLC ("Fund 3"), EA SIP, LLC ("SIP Fund"), EquiAlt Qualified Opportunity Zone Fund, LP ("QOZ Fund") and EquiAlt Secured Income Portfolio Reit, Inc. ("Reit") (collectively the "EquiAlt Funds"). EquiAlt and the EquiAlt Funds issued and sold unregistered securities they styled – with the advice and assistance of Defendants – as fixed-interest debentures ("EquiAlt Securities"). Investors received unsecured notes or debentures, as opposed to membership interest in the issuing entity, and were promised fixed-rate returns.

26. Another entity overseen and operated by Rybicki – BR Support Services LLC ("BRSS") – recruited, oversaw and paid sales agents to market and sell the EquiAlt Securities to investors. EquiAlt, EquiAlt Managers, EquiAlt Funds and BRSS are collectively referred to herein as the "EquiAlt Parties."

27. The EquiAlt Parties represented to investors and sales agents recruited by the EquiAlt Parties – with the assistance of Defendants, their lawyers – through marketing materials and offering documents prepared and/or approved by Defendants, that substantially all of the investors' funds would be used to purchase, renovate, rent and/or sell for a profit residential properties located in distressed markets throughout the United States, thereby generating significant returns for investors. In total, the EquiAlt Funds – with the assistance of Defendants – collectively raised more than $170 million from more than 1,100 investors.

B. <u>The SEC Investigation and Action Against the EquiAlt Parties</u>

28. In 2020, the Securities and Exchange Commission ("SEC") brought an emergency enforcement action against EquiAlt, the EquiAlt Managers, Fund 1, Fund 2, Fund 3 and SIP Fund. The SEC charged the EquiAlt Parties with violations of federal securities laws and regulations in connection with what the SEC claimed to be a fraudulent real estate scheme.

29. Immediately after the SEC filed its enforcement action, EquiAlt and the EquiAlt Funds were placed into a liquidating receivership and a receiver – Burton W. Wiand (the "Receiver") – was appointed by the Court for various of the EquiAlt Parties.

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30. The SEC and the Receiver have concluded that the EquiAlt Parties were operating a "Ponzi scheme." According to the SEC and the Receiver, EquiAlt and the EquiAlt Managers comingled and diverted investors' funds for improper purposes and they wrongfully enriched themselves by looting millions of dollars from the EquiAlt Funds for their own personal benefit. Investor moneys were used by EquiAlt and EquiAlt Managers to purchase personal real estate, luxury cars, jewelry, jets, and the like, and applied to charging fees, commissions and expenses that were neither disclosed nor earned. If the SEC's and Receiver's conclusions are correct, rather than providing the promised returns on investments, EquiAlt and the EquiAlt Managers – with the active assistance of Defendants – fraudulently misappropriated millions of dollars for their own personal benefit by selling the EquiAlt Securities, which the SEC claims to have been fraudulent, unregistered securities.

31. The SEC and Receiver assert that the use of investor funds was inconsistent with the various Private Placement Memorandums (each a "PPM") used to offer and sell EquiAlt Securities. The PPMs were prepared and/or approved by Defendants. The resultant misuse of funds caused the EquiAlt Funds to incur financial losses to the point of insolvency, rendering the EquiAlt Funds incapable of paying amounts promised to their investors other than by raising new investor funds and diverting investment funds from one EquiAlt Fund to another. Defendants were aware of this scheme.

32. None of the EquiAlt Parties' wrongdoings, or Defendants' wrongful participation in furtherance of the EquiAlt Parties' wrongdoings, was known to Plaintiff prior to the SEC, Receiver or EquiAlt's investors pursuing claims.

C. Defendants Aided and Abetted the EquiAlt Parties' Wrongdoings

1. Wassgren and His Law Firms Were Intimately Involved in EquiAlt Every Step of the Way

33. Wassgren, and each of Fox Rothschild and DLA during the time periods Wassgren was employed at each law firm, were intimately involved in the creation and structuring of EquiAlt and the EquiAlt Funds, and in their operation since inception.

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34. Wassgren and Fox Rothschild formed EquiAlt and Fund 1 in 2011; Fund 2 and Fund 3 in 2013; and SIP Fund in 2016.

35. Wassgren and DLA formed Reit in 2017, and QOZ Fund in 2018.

36. Wassgren, and each of Fox Rothschild and DLA during the time periods Wassgren was employed at each law firm, were provided detailed information regarding (and kept regularly informed of) how the EquiAlt Parties operated, represented the EquiAlt Parties on a continuous basis from their inception, aided and abetted the EquiAlt Parties' operations in various ways, and were involved in almost every aspect of the EquiAlt Parties' businesses.

37. Wassgren and his law firms, first at Fox Rothschild and then at DLA, drafted and revised PPMs and other offering/sales documents for EquiAlt and the EquiAlt Funds, which Defendants knew would be utilized: (a) to lure sales agents to sell EquiAlt Securities and (b) to lure investors to purchase EquiAlt Securities. Defendants rendered legal advice on regulatory compliance, selling practices and other legal matters related to EquiAlt and the EquiAlt Funds, to the EquiAlt Parties and sales agents that the EquiAlt Parties courted. Defendants participated in the selling process by receiving and approving questionnaires and subscription documents from investors before they were issued EquiAlt Securities. And Defendants counseled the EquiAlt Parties regarding transactions alleged to have resulted in the improper payment or diversion of assets of the EquiAlt Funds for the benefit of EquiAlt and the EquiAlt Managers. Defendants also actively assisted EquiAlt in developing and implementing strategic long-term planning, going well beyond the scope of the routine rendition of legal services.

2. Defendants Encouraged EquiAlt to Advertise Their Involvement with EquiAlt

38. Wassgren, and each of Fox Rothschild and DLA during the time periods Wassgren was employed at each law firm, knew that the EquiAlt Parties advertised to sales agents and investors that Wassgren and his law firms were counsel to the EquiAlt Parties. The EquiAlt Parties actively marketed to and informed sales agents and investors that Defendants were "independent" professionals and could "absolutely" be contacted by them for "insight into the fund and its activities."

39. Defendants were aware of, and knowingly permitted, the EquiAlt Parties to represent to investors and sales agents that Defendants would vouch for the legality of EquiAlt's Securities offering and use of the funds raised thereby. What better way to instill confidence in the EquiAlt Securities and EquiAlt Parties than by having two very large law firms – one among the largest in the world – endorse them.

40. Defendants were aware of and encouraged such messaging, knowing that the EquiAlt Parties did this with the intent of creating apparent legitimacy of their operation and to cause sales agents and investors to believe the EquiAlt Parties were operating in compliance with all applicable laws. Defendants further believed it would benefit the EquiAlt Parties (and Defendants themselves) to publicly advertise Defendants as being EquiAlt's counsel, and Defendants intended for investors and sales agents to develop a sense of trust in the EquiAlt Parties and the EquiAlt Securities because of Defendants' involvement, all to the benefit of Defendants and Defendants' clients.

41. Similarly, the PPMs and other offering documents prepared by Defendants, and supplied to EquiAlt's sales agents and investors, represented that: (a) the EquiAlt Securities were offered subject to the approval of Defendants; (b) that Defendants would review documents used to effectuate the real estate transactions by which the EquiAlt Funds intended to acquire properties; (c) the EquiAlt Funds would rely on Defendants' opinions; and (d) the EquiAlt Securities would not be transferred unless, among other things, Defendants' opinion was that registration with the SEC was not required. These statements were made by Defendants to induce sales agents to want to partake in selling EquiAlt Securities, and to induce investors to purchase EquiAlt Securities. Defendants included such representations in documents they prepared to help further the EquiAlt Parties' scheme.

42. Defendants agreed to actively assist in the offer and sale of the EquiAlt Securities in order to generate fees, enhance their professional reputation and further the EquiAlt Parties' fraudulent scheme.

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3. Wassgren and His Firms Prepared Misleading Sales Documents to Mislead Investors and Sales Agents for the Benefit of EquiAlt

43. Based on information learned since the SEC initiated its action against EquiAlt and the EquiAlt Managers, the PPMs relative to the EquiAlt Funds, and other offering/sales documents prepared and/or reviewed and approved by Defendants, contained numerous statements that Defendants knew or should have known were false, or omitted material facts which Defendants knew or should have known were necessary for Plaintiff, other sales agents and investors to make informed decisions relative to EquiAlt and the EquiAlt Securities. These misrepresentations and omissions, relied upon by Plaintiff and others, included but are not necessarily limited to:

a. PPMs indicated that approximately 90% of investor funds would be used to "invest in property." But, if the SEC and Receiver are correct, less than 50% of investor funds were actually used for that purpose. Defendants knew or should have known this based on all information Defendants had relative to the EquiAlt Parties' operations;

b. PPMs failed to disclose that investment monies would be used to pay EquiAlt extraneous fees. Defendants knew of the fees being collected by EquiAlt;

c. Investors were not informed that invested funds would be transferred between the EquiAlt Funds to use monies from one EquiAlt Fund to pay the debts of another EquiAlt Fund. Defendants knew of these transfers;

d. Many of the subscription agreements stated that investments in the EquiAlt Funds were being sold without the payment of a commission. And PPMs stated only that the EquiAlt Funds "may" pay commissions to sales agents. In realty, as Defendants knew, an amount equal to a percentage of the investments was always paid to sales agents in connection with the sale of EquiAlt Securities regardless of the licensure status of the sales agents.

e. The Offering Memoranda for Fund 1 states "Securities are being offered directly through the Company. No commissions of any kind will be paid to selling agents or brokers." That representation – drafted by Wassgren – was false and was known (or

should have been known) by Wassgren to be false. The EquiAlt Funds paid a 12% commission to Rybicki and/or BRSS, who, in turn, paid a least one-half of that amount to various sales agents regardless of their licensure status. All of this was known (or should have been known) by Wassgren, who was often in direct contact with sales agents and knew how they were being paid;

f. Investors were told no management fees would be paid to EquiAlt, yet EquiAlt collected substantial management fees from the EquiAlt Funds and there was never any disclosure to investors as to what or how management fees would be paid. Wassgren knew this;

g. Investors were misled about the EquiAlt Funds' performance, being told the EquiAlt Funds were realizing net profits despite operating at a loss. Defendants knew, or should have known based on all information they had or that was available to them, that this was false;

h. The EquiAlt Securities were not sold with either state or federal securities registration, but instead were purportedly sold under a Regulation D ("Reg D") exemption from registration; however, if the SEC and Receiver are correct, none of EquiAlt Securities qualified for a Reg D exemption or any other exemption from registration since inception. Wassgren knew or should have known this. And, even if the EquiAlt Securities somehow could initially have qualified for the Reg D exemption, Wassgren knew or should have known that, based on all facts and circumstances, the SEC could assert that all requirements to satisfy and maintain a Reg D exemption did not occur. Accordingly, Wassgren knew or should have known that the EquiAlt Parties' continued sale of EquiAlt Securities as unregistered securities could be found to be unlawful;

i. PPMs stated that under no circumstances would the EquiAlt Funds admit more than 35 non-accredited investors, as computed under Rule 501 of Reg D. All of the investors submitted questionnaires and subscription documents to Defendants, who were to review them and advise as to whether that investor should be accepted. As

a result, Defendants knew (or should have known) that the funds, if deemed integrated, had in excess of 35 unaccredited investors;

j. PPMs informed investors that a CPA with an MBA degree was serving as EquiAlt's Chief Financial Officer. However, the identified person never filled such a role. Defendants knew this, or should have known it;

k. Prior to starting the EquiAlt Funds, the EquiAlt Managers filed for personal bankruptcy. Defendants knew, or should have known, this. But Defendants drafted the PPMs to all describe the EquiAlt Managers' business experience in flattering terms, and omitted from disclosure the facts that the EquiAlt Managers' prior real estate ventures ended in personal bankruptcy for each of them;

l. PPMs falsely assured prospective investors that EquiAlt did not have significant operating costs. Defendants knew, or should have known, that this was false; and,

m. The PPMs did not disclose that EquiAlt investments could be viewed as one "integrated offering" resulting in the loss of exemption under Reg D, because non-accredited investors would exceed 35.

4. Defendants Knew the EquiAlt Parties Could Be Found to Not Be Operating in Compliance with Governing Law

44. Defendants were uniquely positioned to know whether the EquiAlt Parties were operating in a legally-compliant fashion. Defendants knew or should have known that misstatements and omissions of material fact had been made in the offering documents they prepared and those misstatements and omissions were continuing to be made in conjunction with the past and ongoing sales of EquiAlt Securities. Defendants knowingly aided and abetted the EquiAlt Parties in these continuing violations, by failing to alert any of the investors, sales agents or appropriate authorities as to these ongoing activities, and by continuing to assist, aid and abet the ongoing investments into the EquiAlt Funds. Defendants willfully, intentionally or through gross-negligence participated in the fraudulent EquiAlt scheme.

45. If what the SEC and Receiver have uncovered is true, then Defendants knew the representations in the PPMs (that the EquiAlt Securities were exempt from registration under the

federal securities laws pursuant to Reg D and were made "in strict compliance with the applicable state securities laws") were false and misleading. Among other things, Wassgren knew that: (a) EquiAlt intended to sell and did in fact sell EquiAlt Securities to more than 35 non-accredited investors through the EquiAlt Funds, which Wassgren knew (or should have known) could result in the SEC considering all EquiAlt Securities to be considered part of a single integrated offering and, therefore, create risk that the EquiAlt Securities would be found not to be exempt from registration; (b) the EquiAlt Parties engaged directly and through its agents in general solicitations and advertising to market its unregistered securities; (c) the EquiAlt Parties made payments to unlicensed sales agents that were not disclosed in its SEC filings claiming the Reg D exemption from registration; and (d) the EquiAlt Parties would and did fail to provide investors with information and disclosures required by Reg D, including audited financial statements.

46. Wassgren assisted the EquiAlt Parties in claiming an exemption from registration under Reg D, and had actual knowledge of the requirements the EquiAlt Parties were required to follow in order to qualify as exempt; however, through Defendants' active involvement in the documentation, offering and sales of the EquiAlt Securities, and their interactions with the EquiAlt Parties and their interactions with the EquiAlt sales agents and securities regulators, Defendants knew that the EquiAlt Securities were in fact offered and sold in a manner that could be deemed to not comply with the requirements of Reg D. Yet Defendants continued to represent to sales agents and investors – without qualification – that the EquiAlt Parties *were* operating in full compliance with all applicable laws.

47. Defendants knew that investments in the EquiAlt Securities were being solicited in such a manner that could render the EquiAlt Securities to not be in compliance with maintaining a Reg D exemption.

48. Defendants drafted the subscription materials to be completed by potential investors to confirm the accredited or non-accredited status of the potential investors. Defendants drafted those subscription materials for completion and return directly to Defendants' offices, for review by Wassgren, and thereby received direct reports of the number, age, geographic location, and financial sophistication of the investors to whom the EquiAlt Securities were being offered and

sold. Defendants thus knew that many of the investors had indicated they were unaccredited or unsophisticated in that they lacked knowledge and expertise in financial or business matters, were not capable of evaluating the merits and risks of the investment, and were not otherwise capable of bearing the economic risks of the investment.

49. Defendants knew, were willfully blind to knowing, or were reckless in not knowing, that EquiAlt had not satisfied the general condition that the offerors supply all non-accredited investors with the EquiAlt financial reports and information required under Rule 502(b).

50. Defendants knew, were willfully blind to knowing, or were reckless in not knowing, that their clients were engaged in multiple ongoing violations of applicable federal and state securities laws. And rather than disclosing the ongoing securities violations, or withdrawing from further representation (as required by the applicable ethical rules), Defendants instead assisted the EquiAlt Parties in its attempt to conceal those violations by orchestrating the creation of multiple purportedly-separate investment funds in an attempt to conceal the number of unaccredited investors to whom the unregistered securities were sold and assisting in the preparation of materially-false SEC filings which – to conceal the EquiAlt Parties' ongoing securities law violations – intentionally understated the number of non-accredited investors and misrepresented the nature and amounts paid to the sales agents.

51. Defendants were also aware of sales agents who did not possess the required licensing necessary to likely be deemed lawfully permitted to participate in the sale of EquiAlt Securities.

52. Defendants' involvement in the affairs and business operations of the EquiAlt Parties was all-encompassing. Wassgren provided advice and input on virtually all aspects of the EquiAlt Parties' operations, including preparation of the false and misleading PPMs and marketing materials used to induce investors into purchasing the EquiAlt Securities, compliance with the applicable securities laws and payments to sales agents. EquiAlt retained the services of Wassgren in virtually all aspects of EquiAlt's business operations and entrusted him with ensuring EquiAlt complied with securities laws. Wassgren prepared EquiAlt's marketing materials to investors with awareness of the purpose for which these materials would be disseminated and used; vetted and

participated in approving EquiAlt's PPMs; and provided legal advice to EquiAlt as to the legality of paying commissions to unregistered sales agents for the sale of debentures. And, EquiAlt directed sales agents to speak with Wassgren when they had questions regarding the legal requirements for selling EquiAlt Securities.

53. Indeed, Wassgren played a substantial role in, and lent substantial assistance to, Defendants' clients' ongoing scheme to defraud sales agents and investors. Wassgren knew or should have known that under the standards of the legal profession a lawyer has an obligation to not knowingly participate in any violation by the client of securities laws. In these circumstances, Wassgren was professionally obligated to terminate his representation to avoid covering-up and assisting the ongoing (and past) fraud perpetrated by the EquiAlt Parties. He did not do so, but instead decided to aid and abet the EquiAlt Parties' wrongdoings. And Plaintiff became among the victims of the whole scheme.

54. Defendants — (1) knowing that each Fund and the EquiAlt Parties' sales agents who offered and sold each Fund's securities relied on the statutory private-placement exemption from registration of § 4(a)(2) of the Securities Act of 1933 (15 U.S.C. 77d(a)(2)) and the regulatory "safe-harbor" exemption from registration of Reg D, Rule 506(b); (2) knowing that Plaintiff relied on Defendants' knowledge of the securities laws as applied to the EquiAlt Parties; and (3) knowing or having good reason to suspect, believe and investigate whether the EquiAlt Parties had undertaken actions to disqualify from these exemptions — chose not to inform and did not inform Plaintiff (and similarly situated sales agents) of the significant risks they were taking in participating in the sale of the Funds' unregistered securities for which exemptions could possibly fail. Instead, Defendants led Plaintiff and other sales agents to believe their participation was in full compliance with the law.

D. Sales Agents Were Recruited – With Defendants' Assistance and Assurances – to Be Sales Agents for the EquiAlt Parties

55. Rybicki and BRSS – with the assistance of Defendants – recruited sale agents to introduce investors to EquiAlt and the EquiAlt Funds to purchase EquiAlt Securities. Wassgren knew that Rybicki and BRSS were interfacing with broker-dealers, registered investment advisers

and other professionals within the securities and insurance industry on behalf of the various EquiAlt Funds. And Wassgren knew that not all of those persons Rybicki and BRSS were recruiting as sales agents of EquiAlt Securities held Series 7 licenses.

56. The EquiAlt Parties: (a) directed and paid Wassgren and his firms to provide legal advice to the EquiAlt Parties's sales agents (including Plaintiff); and (b) intended EquiAlt's sales agents (including Plaintiff) to rely on representations and legal advice provided by Wassgren relative to their dealings with the EquiAlt Parties. Defendants accepted such responsibilities and payment for the time spent providing such representations and legal advice to the EquiAlt Parties's sales agents (including Plaintiff). And Defendants made representations and provided legal advice to the EquiAlt Parties's sales agents (including Plaintiff), which Defendants knew or should have known was false or erroneous, because Defendants knew doing so would be a benefit to the EquiAlt Parties. (And, of course, the simultaneous benefit to Defendants was that the longer the EquiAlt Parties were able to operate, albeit fraudulently, the more Wassgren would be able to generate in attorneys' fees for his and his firm's representation of the EquiAlt Parties.) Indeed, Defendants actively assisted in the offer and sale of the EquiAlt Securities by unlicensed securities broker-dealers and sales agents by assuring them that such sales complied with the operative securities laws.

57. When investors' funds were received, EquiAlt would disburse an amount equal to 12% of the invested amounts to BRSS, and BRSS would pay the sales agents an amount equal to some percentage of the amount invested. This was known to Defendants, and Defendants represented to the EquiAlt Parties, Plaintiff and other sales agents that this was legally permissible.

58. Wassgren was regularly in contact with EquiAlt's sales agents, knew that they were not licensed securities brokers, and knew that securities regulatory and self-regulatory organizations like FINRA could very well take the position that the sales agents could not legally participate in the sale of EquiAlt Securities. Despite this, Wassgren advised Rybicki and numerous sales agents – including Plaintiff – without equivocation or qualification, that they were allowed to sell EquiAlt Securities without a Series 7 license.

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59. Wassgren's actions to assist and in concert with the EquiAlt Parties went far beyond his role as legal counsel to the EquiAlt Parties. Wassgren spoke directly with many of the unlicensed broker-dealer sales agents and provided them with false assurances that EquiAlt complied with all securities laws and that the sales agents could lawfully offer and sell the EquiAlt Securities, even though they were not properly licensed.

60. Wassgren knew that the sales agents selling the EquiAlt Securities were not registered as brokers under federal, FINRA or state securities laws. Nonetheless, in furtherance of his client's fraudulent scheme, Wassgren personally, systematically, affirmatively, and falsely represented to the sales agents *that they could lawfully participate* in the sale of the unregistered EquiAlt Securities.

61. Defendants also knew that the EquiAlt Securities were being offered and sold in California, Arizona, Florida, Colorado, Nevada and elsewhere by unlicensed securities broker-dealers and sales agents. And Defendants further knew the amounts paid to the sales agents were not reported in EquiAlt's SEC filings.

E. Plaintiff Was Recruited – With Defendants' Assistance and Assurances – to Be a Sales Agent for the EquiAlt Parties

62. Plaintiff was one of approximately 19 sales agents recruited to sell EquiAlt Securities with the assistance and assurances of Wassgren.

63. Plaintiff first learned about EquiAlt in 2013 from Dale Tenhulzen. Mr. Tenhulzen – who only possessed a life insurance and life settlement licenses, and never held any securities license – was participating in the sale of EquiAlt Securities to his clients. Mr. Tenhulzen invited Plaintiff to introduce Plaintiff's clients to Mr. Tenhulzen for the opportunity to buy EquiAlt Securities. Plaintiff did so, and Mr. Tenhulzen shared compensation he received from the sales of EquiAlt Securities to Plaintiff's clients with Plaintiff.

64. Mr. Tenhulzen was paid by the EquiAlt Parties based on the amounts his clients (including those clients he obtained from Plaintiff) invested in the EquiAlt Funds. He was told he could speak with Wassgren about the EquiAlt Funds and the manner in which Mr. Tenhulzen was paid, since Wassgren had put the PPM together. Mr. Tenhulzen did speak with Wassgren on several

occasions. During discussions with Wassgren, Mr. Tenhulzen asked Wassgren if he could sell EquiAlt Securities while only having life insurance and life settlement licenses. Wassgren – without qualification or equivocation – represented to Mr. Tenhulzen that he could sell EquiAlt Securities while only having life insurance and life settlement licenses. Wassgren never informed Mr. Tenhulzen that he needed – or even possibly needed – to have a Series 7 license to sell EquiAlt Securities. Wassgren also represented to Mr. Tenhulzen – without qualification or equivocation – that how Mr. Tenhulzen was to be paid by the EquiAlt Parties was entirely permissible. Wassgren knew these representations and advice were grossly below the standard of care expected of an attorney specializing in securities law.

65. In approximately the beginning of 2016, Plaintiff's relationship with Mr. Tenhulzen ended. When one of Plaintiff's clients wanted to renew their investment in an EquiAlt Fund, Armijo opened direct discussions with Rybicki about the EquiAlt Funds and ultimately how to process that renewal. That led to Rybicki talking with Armijo about becoming a sales agent for EquiAlt.

66. On January 19, 2016, Armijo and Rybicki had a lengthy telephone conversation about the possibility of Armijo becoming involved in the sale of EquiAlt Securities for Fund 1. During Armijo's discussions with Rybicki, Armijo was told how Fund 1 worked and how sales agents were paid for the sale of EquiAlt Securities, which was the same manner Armijo understood that Mr. Tenhulzen had been paid. Rybicki assured Armijo that how sales agents were paid by the EquiAlt Parties – specifically from BRSS and based on the amounts invested by Plaintiff's clients – was fully known by Wassgren, designed by Wassgren and that Wassgren represented that paying sales agents in such a fashion was lawful. When Armijo informed Rybicki that Armijo possessed a Series 65 license but not a Series 7 license, Rybicki represented to Armijo that Wassgren had previously confirmed that sales agents were not required to possess a Series 7 license, and that Plaintiff's licensure status was not an issue. Rybicki also invited Armijo to contact Wassgren directly to discuss any questions Armijo had regarding the EquiAlt Parties and doing business with the EquiAlt Parties. Hearing that an attorney working for a large, well-known national law firm, and who specialized in securities law, was so intimately aware of the EquiAlt Parties' business

operations, and that he not only represented the operation to be legally-compliant from its establishment but also assisted in ensuring the EquiAlt Parties were conducting themselves in a lawful manner during the course of the operation, and that this attorney was ensuring any sales agents were doing business with the EquiAlt Parties in a legally-compliant manner, brought Plaintiff comfort and induced Plaintiff to proceed with becoming an EquiAlt sales agent.

67. Additionally, that same day, following Armijo's initial discussion with Rybicki, Plaintiff was provided paperwork relative to Fund 1, including the PPM for Fund 1. Plaintiff understood this paperwork to have been prepared by Wassgren and his law firm. The representations provided in such documentation provided Plaintiff further assurances that EquiAlt Securities could be a positive investment for Plaintiff' clients, and further induced Plaintiff to become a sales agent for EquiAlt Securities.

68. On July 5, 2017, Rybicki emailed Armijo the contact information for Wassgren, who Rybicki described as "Our attorney." Rybicki had previously represented to Armijo that Wassgren was engaged by EquiAlt as counsel for everyone involved in selling the EquiAlt Securities and that Armijo could seek legal advice from Wassgren regarding anything having to do with the EquiAlt business and Plaintiff's dealings with EquiAlt.

69. Rybicki provided Wassgren's contact information to Plaintiff intending for Armijo to contact Wassgren. Rybicki also informed Wassgren via email that Armijo would be reaching out to Wassgren, that Armijo "has 65 licensing but wanted to talk about compliance moving forward," and "wants to be positioned properly for selling of the fund and the REIT." Indeed, despite all previous assurances from Rybicki about Wassgren's advice relative to Armijo's licensure and how he (and other sales agents) were being paid for the sale of EquiAlt Securities, Armijo wanted to speak with Wassgren directly about such issues. Wassgren consented to Rybicki providing Armijo his contact information and accepted the responsibility to provide legal advice upon which he knew Plaintiff would rely, and on which he intended Plaintiff to rely, for the benefit of the EquiAlt Parties. Indeed, Wassgren and his law firms billed, and gladly accepted payment from, EquiAlt for the discussions Armijo and other sales agents had with Wassgren.

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70. On July 5, 2017, the same day that Armijo received Wassgren's contact information from Rybicki, Armijo had a telephone conversation with Wassgren. During that conversation, Armijo told Wassgren that he did not have a Series 7 license but only had a Series 65 license. Armijo also told Wassgren that he was being compensated from a marketing account and that Armijo did not know about the licenses that may be required. Armijo told Wassgren that Rybicki had told Armijo that Wassgren said Armijo's licensure was fine for purposes of participating in the sale of EquiAlt Securities. Wassgren never told Armijo this was incorrect. (Armijo also told Wassgren that he knew other sales agents who did not even have a Series 65 license and were being compensated in the same fashion for selling EquiAlt Securities.) Armijo told Wassgren that he wanted to know if something relative to his licensure needed to change, or if he needed to get another license, and if so, Armijo would proceed to do so. Wassgren told Armijo that he understood his licensure and how he would be paid, and that if there was ever any concern about Armijo's licensing, Wassgren would let Armijo know or Wassgren would let Rybicki know so that Rybicki could relay that to Armijo. Armijo also told Wassgren that Rybicki had told him that Armijo could be paid for selling EquiAlt Securities with only a Series 65 license, because Armijo was being paid from a marketing account – through BRSS – and not directly from any of the EquiAlt Funds, and that Wassgren approved this. Wassgren never told Armijo that this was incorrect or that there were any issues with how Armijo was being paid. Wassgren made all of these representations to Armijo knowing that Plaintiff would rely on them, with the intention that Plaintiff would rely on them, and knowing (or while he should have known) that his representations were false.

71. Wassgren's representations to Armijo were consistent with representations other EquiAlt sales agents have reported being made by Wassgren. That is, Wassgren informed other sales agents that they could sell EquiAlt securities without a securities license and that they could be compensated through the marketing company (i.e., BRSS).

72. Wassgren knew (or should have known) that his representations and advice to Armijo were false, not forthcoming and below the standard of care expected of an attorney who specializes in securities. Wassgren knew Armijo was not a licensed broker and that Armijo did not have a Series 7 license. Wassgren knew Armijo was being paid an amount equal to a certain

percentage of the amounts Plaintiff's clients invested in the EquiAlt Funds. Wassgren had previously informed the EquiAlt Parties that "[b]eing a registered investment advisor alone would not solve the broker dealer problem" and that "the safest route is for each person selling the REIT product to be securities licensed or to be part of EquiAlt." But Wassgren did not inform Plaintiff it would be safest for Plaintiff to obtain a Series 7 license. Wassgren did not even recommend to Plaintiff that Plaintiff obtain a Series 7 license. Wassgren did not tell Plaintiff that if Plaintiff did not obtain a Series 7 license, there would need to be "a creative solution" that involved paying him "a introduction/finder's fee." Wassgren simply led Plaintiff to believe Plaintiff had the proper licensure to participate in the sale of EquiAlt Securities, and that how EquiAlt was paying Plaintiff was entirely legal.

73. Wassgren never told Armijo that he should get his own counsel, never told Armijo that Wassgren was not providing him legal advice, and never told Armijo that Wassgren did not represent Armijo.

74. Not long after the first call between Armijo and Wassgren, Rybicki called Armijo and told him that the way Armijo was licensed (Series 65) was perfectly fine. Rybicki told Armijo that he was communicating this information from Wassgren, who had told Rybicki that the way Armijo was licensed was appropriate.

75. On November 21, 2017, Armijo again raised the question with Rybicki in a text message whether Armijo needed a Series 7 license to become involved in the sale of the certain new EquiAlt Securities which were then being introduced. Rybicki represented to Armijo that he would again confer with Wassgren. Rybicki then responded to Armijo in a November 21, 2017 text message, "Series 65 is good to go!" Rybicki was relaying Wassgren's representation and advice that Armijo did not need a Series 7 license. Indeed, Wassgren confirmed his advice in writing to Rybicki on November 20, 2017 – in response to a question from Rybicki – "do the advisors selling [EquiAlt Securities] need to have a series 7 or will a 65 work? – that "the RIAs can sell [EquiAlt Securities] to their clients." Then, on November 21, 2017, Wassgren, in response to Rybicki's follow-up question – "can an Advisor sell [EquiAlt Securities] with a series 65?" – informed Rybicki that a "Series 65 should be adequate" to sell EquiAlt Securities. Wassgren knew his

representations would be relied on by Armijo.

76. On April 29, 2018, Armijo executed the EquiAlt Secured Income Portfolio REIT, Inc., Selected Dealer Agreement, a document prepared by Wassgren and his law firm that is riddled with false representations intentionally made by Wassgren to induce Armijo to sell certain EquiAlt Securities. When signing the Selected Dealer Agreement, Armijo included, in response to the inquiry to list the States where he was "Licensed as broker-dealer," "N/A series 65," consistent with his discussions with Rybicki and Wassgren that Armijo was not a licensed broker-dealer and only held a Series 65 license. At no time – including after Armijo submitted the signed Selected Broker Dealer Agreement – did Rybicki or Wassgren ever tell Armijo that he required a Series 7 license to sell EquiAlt Securities. Rybicki represented to Armijo that Wassgren had reviewed Armijo's executed Selected Dealer Agreement and that Armijo was "good to go" with participating in the sale of EquiAlt Securities relative to the Reit.

77. On March 7, 2019, Rybicki again informed Armijo in a text message that Armijo's Series 65 license was "good." Rybicki was relaying Wassgren's representation that Armijo did not need a Series 7 license and that Armijo's Series 65 license sufficed. Again, Wassgren knew his representations would be relied on by Plaintiff, and Plaintiff did reasonably rely on Wassgren's representations when continuing to act as an EquiAlt sales agent.

78. On or about May 14, 2019, Armijo had another telephone call with Wassgren, with Rybicki's knowledge and permission. Wassgren again represented to Armijo on that telephone call that Armijo's Series 65 license was sufficient – without qualification or equivocation – to be involved in the sale of EquiAlt Securities. Wassgren knew his representations would be relied on by Armijo, and Armijo did reasonably rely on Wassgren's representations when continuing to act as an EquiAlt sales agent.

79. On August 12, 2019, Wassgren informed Rybicki that "commissions should be paid to registered broker-dealers. If we need a work around for those without appropriate licensing, we may be able to find a solution, but it's not ideal." This was in response to several questions from Rybicki, including whether EquiAlt could "still pay" BRSS and then have BRSS pay the sales agents. Notably, while Wassgren qualified his statements to Rybicki that a work-around for those

without "appropriate licensing" may be able to be found, but that it would not be "ideal," such qualifications were never provided to Plaintiff in conjunction with Wassgren's representations to Plaintiff regarding Plaintiff's licensure. Wassgren refrained from providing such qualifications to Plaintiff with the intent that Plaintiff would rely on Wassgren's representations for the benefit of EquiAlt, which Plaintiff reasonably did.

80. At the very least, Wassgren should have informed Plaintiff that there was risk that governing bodies could assert that Armijo required a Series 7 license to participate in the sale of EquiAlt Securities and, based on all information known (or which should have been known to Wassgren), that governing bodies could find that EquiAlt was not operating in a manner consistent with maintaining a Reg D exemption. At no time did Wassgren inform Plaintiff that there was any potential that the SEC would see his participation as unlawful, or that the SEC could assert that additional securities licenses were necessary to participate in the sale of the EquiAlt Securities. At no time did Wassgren explain to Plaintiff the legal difference between a finder, broker-dealer and registered representative in reference to the sale of securities. At no time did Wassgren explain the requirements and limitations applicable to a "finder" with respect to securities under the California Corporations Code § 25206.1, effective January 1, 2016. And at no time did Wassgren inform Plaintiff that he had prepared a "Finder's Fee Agreement" for the EquiAlt Parties to utilize with unlicensed sales agents.

81. Despite all of Plaintiff's due diligence, Plaintiff was entirely unaware of EquiAlt and the EquiAlt Managers' allegedly-unlawful conduct before or during the time period Plaintiff was participating in the sale of EquiAlt Securities. Any representations made by Plaintiff to investors regarding the EquiAlt Parties and the EquiAlt Securities, were based on and entirely consistent with information provided to Plaintiff and representations made to Plaintiff – about which Plaintiff had no contrary information despite Plaintiff's reasonable due diligence – by EquiAlt, the EquiAlt Funds, BRSS, Rybicki and Wassgren.

82. Wassgren – touted by himself, his firms and EquiAlt as an expert and specialist in the legal, regulatory and customary compliance aspects of the investment fund business – advised Plaintiff in direct discussions, and indirectly through Rybicki, that EquiAlt's business was legally-

compliant and that Plaintiff held the appropriate licensure to lawfully sell EquiAlt Securities.

83. Wassgren was fully aware that Armijo did not have a Series 7 license or registration but that Armijo had a Series 65 license. Wassgren – in both direct discussions with Plaintiff and via advice communicated through Rybicki – told Plaintiff, without qualification, that Armijo's Series 65 license was sufficient and that a Series 7 license was unnecessary to participate in the sale of the EquiAlt Securities.

84. Wassgren was fully aware that Plaintiff would, and did, receive transaction-based compensation from BRSS in connection with the sale of EquiAlt Securities, and the compensation would be, and was, equal to a percentage of any sale of EquiAlt Securities Plaintiff participated in. Wassgren – in both direct discussions with Plaintiff and via advice communicated through Rybicki – told Plaintiff, without qualification, that this compensation structure was legally permissible.

85. Wassgren's misrepresentations to Plaintiff, and fraudulent concealment of facts from Plaintiff, was a substantial factor in causing Plaintiff to become an EquiAlt sales agent and for investors to purchase EquiAlt Securities through Plaintiff, and ultimately was a substantial factor in causing (a) such investors to bring individual and class actions for securities fraud against Plaintiff; (b) an investigation and pending litigation by the SEC against Plaintiff, including a request for civil penalties and disgorgement; (c) the Receiver to pursue claims against Plaintiff; (d) the destruction of Plaintiff's reputation among his clients in the insurance and financial advising industry; (e) Plaintiff incurring significant attorneys' fees and time to respond to the foregoing matters; (f) Plaintiff being forced leave the financial advising industry; (g) Plaintiff losing investment opportunities due to financial institutions closing Plaintiff's investment accounts and various financial institutions refusing to do business with Plaintiff; and (h) Plaintiff suffering serious emotional distress and serious physical harm, including heart problems and depression.

F. The Receiver and Investors All Recognize Defendants' Liability

86. Certain EquiAlt investors brought a class action lawsuit – on behalf of classes of individuals from Florida, California, Arizona, Colorado and Nevada – against Defendants on July 21, 2020, for: aiding and abetting fraud; aiding and abetting breach of fiduciary duty; civil conspiracy; violation of the California Securities Law of 1968; aiding and abetting fraud and deceit;

financial abuse under the Elder Abuse Act; violation of Unfair Competition Law Business & Professions Code § 17200, *et seq.*; violation of A.R.S. §§ 44-1841, 44-1842, and 44-1911(A); statutory aiding and abetting anti-fraud violations and registration violations under the Colorado Securities Act; aiding and abetting intentional misrepresentation; statutory secondary liability under the Nevada Securities Act; fraudulent concealment; violation of the Nevada Trade Practices Act (N.R.S. 41.600); and, aiding and abetting violation of the Nevada Trade Practices Act (N.R.S. 41.600). A copy of the Amended Complaint filed by such EquiAlt investors in the United States District Court, Middle District of Florida, Tampa Division, Case No. 8:20-cv-01677-MSS-CPT, is attached hereto as Exhibit "B" ("Investor Action").

87. Notably, and recently, an attorney designated as an expert by the Receiver – who worked for approximately a decade as Colorado Securities Commissioner and served as the President and Executive Director of the North American Securities Administrators Association – testified in deposition, in an ongoing action related to EquiAlt, that if the facts in the complaint in the Investor Action that he read are true, and if he were still in office, he "would try to prosecute Mr. Wassgren" and he "would have referred [Wassgren] for criminal prosecution." According to the Receiver's designated expert, based on the complaint he read, he "would have said that [Wassgren] aided and abetted a major Ponzi scheme" and that "any attorney in [Wassgren's] position had to know better and would have known better and should have known better." According to the Receiver's designated expert, Wassgren's (and therefore his firms') reprehensible conduct included "[t]he obfuscation of the number of unsophisticated nonaccredited investors; the vague responses or guidance [Wassgren] gave to his clients on a number of issues; and inserting himself and his law firm into the offering process … ." The Receiver's designated expert described Wassgren's conduct as "extraordinary." He also opined that, among other issues, if Wassgren advised Rybicki that sales agents were allowed to sell the EquiAlt Securities without license or registration, in violation of securities laws, "[Wassgren] was aiding and abetting violations of the securities laws."

88. The Receiver brought suit against Defendants on December 20, 2020, for breach of fiduciary duty, negligence/gross negligence/professional malpractice, common law aiding and

abetting of fraud and common law aiding and abetting of breach of fiduciary duty. A copy of the Complaint filed by the Receiver in Los Angeles Superior Court Case No. 20STCV49670 is attached hereto as Exhibit "C."

G. Plaintiff' Claims Are Timely

89. Plaintiff and Defendants previously entered into a tolling agreement related to any claims arising out of and related to Defendants' conduct as alleged herein. All claims pleaded herein are timely.

FIRST CAUSE OF ACTION

Professional Negligence/Gross-Negligence

(By Plaintiff As to All Defendants)

90. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

91. Defendants were attorneys or law firms who undertook providing, and were paid to provide, legal advice and information to Plaintiff. EquiAlt, through Rybicki, represented to Plaintiff that Wassgren was "our lawyer" (meaning not just for the EquiAlt Parties but also for Plaintiff and other sales agents in connection with their work related to EquiAlt) and EquiAlt would handle all fees for Defendants' counseling and/or representation of Plaintiff. Plaintiff therefore understood that he could seek counsel from Defendants, and that he could rely on the advice and counsel from Defendants.

92. Defendants owed Plaintiff a duty not to further Defendants' clients' fraudulent activities. Additionally, by accepting the EquiAlt Parties' direction to advise Plaintiff regarding the legality of Plaintiff's business dealings with the EquiAlt Parties, and the legality of the EquiAlt Parties' operations in general, Defendants accepted and owed Plaintiff the duties and obligations to provide legal advice consistent with the required standard of care, and to be truthful in their representations to Plaintiff.

93. Defendants neglected their legal duties and responsibilities owed to Plaintiff. Defendants conducted themselves in a manner that furthered their clients' fraudulent activities and provided advice and representations to Plaintiff that were false and below the standard of care

required of Defendants.

94. Defendants knew that Plaintiff was relying on Defendants' advice and representations, and that Defendants' advice and representations would affect Plaintiff's actions or inactions as it related to Plaintiff's business dealings with the EquiAlt Parties, including whether Plaintiff proceeded to do business with the EquiAlt Parties, or refrained from doing business with the EquiAlt Parties. Specifically, Defendants knew Plaintiff was relying on Defendants' advice and representations regarding: (a) whether Plaintiff possessed the required licensure to be able to lawfully participate in the sale of EquiAlt Securities; (b) whether the manner in which Plaintiff was being paid by the EquiAlt Parties was lawful; and (c) whether the EquiAlt Parties, and therefore the EquiAlt Funds and EquiAlt Securities, were operating in a lawful manner such that Plaintiff could lawfully participate in the sale of EquiAlt Securities.

95. Defendants further knew that Plaintiff could suffer significant harm if Defendants' advice and representations were false and/or fell below the standard of care. And Defendants knew that by providing false information and/or legal advice that was below the standard of care, Plaintiff would be exposed to significant damages as both an investor in EquiAlt Securities and as a sales agent for the EquiAlt Parties.

96. Lawyers are not – and should not be – permitted to further a clients' fraud by inducing a third party into assisting the lawyers' clients through false representations and legal advice that falls well below the standard of care. And imposing liability on lawyers for doing so certainly does not impose an undue burden on the profession. Indeed, it is necessary to maintain the ethics and veracity of the legal profession. When lawyers undertake to make representations and provide advice to anyone, even with the intention of securing a benefit for their client, they must be truthful and provide advice with due care. Otherwise, they will have breached a duty owed to those they attempted or expected to influence on behalf of their clients.

97. Defendants knew that their advice and representations to Plaintiff was rendered for the purpose of influencing Plaintiff's conduct and securing a benefit for Defendants' clients, and the harm to Plaintiff as a result of false representations and erroneous legal advice was readily foreseeable to attorneys specializing in securities. Indeed, Plaintiff would not have become an

investor or sales agent of EquiAlt Securities but for the representations, legal advice and assurance of Defendants. Plaintiff would therefore not have suffered the significant financial, emotional and/or physical harm that he did had Defendants not breached their obligations to Plaintiff.

98. Defendants' professional negligence and/or gross negligence was a substantial factor in causing Plaintiff's harm. As a proximate result of Defendants' professional negligence and/or gross-negligence, Plaintiff has suffered millions of dollars in damages (including but not limited to lost business opportunities, forced closure of Plaintiff's investment advising business, destruction of Plaintiff's insurance business, lost personal investment opportunities given involuntary closure of numerous investment, credit and banking accounts previously held by Plaintiff), reputational harm (every person who conducts an internet search of Plaintiff quickly sees allegations of Plaintiff's connection to the EquiAlt scheme, which could have been avoided had Defendants not facilitated the EquiAlt Parties' scheme and had Defendants not provided the representations, legal advice and assurances that they did), serious emotional distress, lost personal relationships and serious physical harm and pain and suffering, including heart problems and depression, all of which shall be according to proof at trial.

99. Furthermore, as a direct, proximate and foreseeable result of Defendants' tortious conduct, Plaintiff has been forced to incur significant expense and time defending against the actions filed against him by the SEC, EquiAlt investors and the Receiver (including attorneys' fees and costs of defending such actions), all of which shall be according to proof at trial.

SECOND CAUSE OF ACTION

Negligent Misrepresentation

(By Plaintiff As to All Defendants)

100. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

101. Through the various documents prepared by Defendants relative to the EquiAlt Parties, in direct discussions with Plaintiff and via representations made to Rybicki which Defendants intended or reasonably expected would be repeated to Plaintiff, Defendants represented to Plaintiff that certain facts regarding the EquiAlt Parties' operation were true, when they were not

true. Defendants knew (or should have known) their representations were false and had no reasonable basis for believing their representations were true based on all information known and/or available to Defendants.

102. Defendants also claimed to have special knowledge regarding securities laws and made representations to Plaintiff (that were not merely casual expressions of belief but rather were declared in a matter to be true), in direct discussions with Plaintiff and via representations made to Rybicki which Defendants intended or reasonably expected would be repeated to Plaintiff, knowing that Plaintiff would rely on such representations, regarding both the EquiAlt Parties' legal compliance and Plaintiff's ability to participate in the sale of EquiAlt Securities without a Series 7 license, all of which Defendants knew (or should have known) were false and for which Defendants had no reasonable basis for believing to be true based on all information known and/or available to Defendants. Indeed, had Defendants utilized the skill, prudence and diligence commonly possessed and exercised by members of their profession, and had they complied with the ethical tenets required of lawyers, they would not have provided the representations to Plaintiff that they did.

103. Defendants intended Plaintiff to rely on Defendants' representations and, as a result, to both perform as a sales agent for the EquiAlt Parties and invest personally in EquiAlt Securities.

104. Plaintiff reasonably relied on Defendants' representations. Despite all due diligence conducted by Plaintiff, Plaintiff had no reason to doubt that the representations made to Plaintiff by Defendants – who were held out as experts in securities laws – were false.

105. Plaintiff's reliance on Defendants' misrepresentations was a substantial factor in causing Plaintiff's harm. As a proximate result of Plaintiff's reliance on Defendants' misrepresentations, Plaintiff has suffered millions of dollars in damages (including but not limited to lost business opportunities, forced closure of Plaintiff's investment advising and insurance businesses, lost personal investment opportunities given involuntary closure of numerous investment, credit and banking accounts previously held by Plaintiff), reputational harm, serious emotional distress, lost personal relationships and serious physical harm and pain and suffering, including heart problems and depression, all of which shall be according to proof at trial.

/ / /

106. Furthermore, as a direct, proximate and foreseeable result of Defendants' tortious conduct, Plaintiff has been forced to incur significant expense and time defending against the actions filed against him by the SEC, harmed investors and the Receiver (including attorneys' fees and costs of defending such actions), all of which shall be according to proof at trial.

THIRD CAUSE OF ACTION

Aiding and Abetting Fraud and Deceit

(By Plaintiff As to All Defendants)

107. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

108. Based on what has been discovered by the SEC and Receiver, there existed an underlying fraud in the sale of EquiAlt Securities and in the EquiAlt Parties' operations.

109. Defendants knew that the EquiAlt Parties' actions, activities and operations were in violation of securities laws, and that the actions, activities and operations of the EquiAlt Parties constituted an ongoing fraudulent investment scheme.

110. Defendants knew they had an obligation to not further their clients' fraudulent scheme. Defendants, however, chose to ignore such obligation and rendered legal advice and substantial assistance and encouragement to the EquiAlt Parties that knowingly aided and abetted the EquiAlt Parties' continuing fraudulent scheme. Defendants did so by making false representations and concealing material facts from various third parties, including investors and sales agents (including Plaintiff), concerning the EquiAlt Parties' compliance with securities laws, the safety and risks of the EquiAlt Securities, and the financial performance and solvency of the EquiAlt Parties, and unlicensed sales agents' abilities to sell EquiAlt Securities without a Series 7 license, all with the intent to deceive investors and sales agents and to benefit Defendants' clients and Defendants. Defendants acted with the specific intent of facilitating the EquiAlt Parties' wrongdoing.

111. In exchange for aiding and abetting the EquiAlt Parties, Defendants were paid hundreds of thousands of dollars by the EquiAlt Parties.

112. Plaintiff justifiably relied on Defendants' false representations and material

omissions, was unaware of the falsity of Defendants' representations or the omitted facts, and would not have acted as a sales agent for the EquiAlt Parties, or purchased EquiAlt Securities, had he known the true facts.

113. Defendants' conduct was a substantial factor in causing Plaintiff's harm. As a proximate result of Plaintiff's reliance on Defendants' misrepresentations, Plaintiff has suffered millions of dollars in damages (including but not limited to lost business opportunities, forced closure of Plaintiff's investment advising and insurance businesses, lost personal investment opportunities given involuntary closure of numerous investment, credit and banking accounts previously held by Plaintiff), reputational harm, serious emotional distress, lost personal relationships and serious physical harm and pain and suffering, including heart problems and depression, all of which shall be according to proof at trial.

114. Furthermore, as a direct, proximate and foreseeable result of Defendants' tortious conduct, Plaintiff has been forced to incur significant expense and time defending against the actions filed against him by the SEC, harmed investors and the Receiver (including attorneys' fees and costs of defending such actions), all of which shall be according to proof at trial.

115. Defendants' actions were undertaken maliciously, oppressively and with the intent to defraud Plaintiff (and others). Accordingly, Plaintiff is entitled to punitive damages against Defendants according to proof at trial.

FOURTH CAUSE OF ACTION

Equitable Indemnity

(By Plaintiff As to All Defendants)

116. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

117. The Receiver, on behalf of several of the EquiAlt Parties, and EquiAlt investors have claimed that certain of the EquiAlt Parties, Plaintiff and Defendants contributed to causing them to suffer harm as a result of the EquiAlt Parties' fraudulent scheme. While Plaintiff certainly regrets being duped into the EquiAlt Parties' fraudulent scheme, both as an investor and a sales agent, Plaintiff has denied liability to the Receiver, EquiAlt Parties and EquiAlt investors.

118. The SEC has also pursued claims against Plaintiff, which claims Plaintiff has denied.

119. Plaintiff alleges, however, that if Plaintiff is held liable to the Receiver, any EquiAlt Parties, any EquiAlt investors or the SEC, which liability is expressly denied, such liability will attach only by reason of the wrongful actions of Defendants, and that Defendants are therefore bound by implication of law to indemnify and save harmless Plaintiff, not only for the amount of any judgments or settlements, but also for costs of defense of such matters, all of which shall be according to proof at trial.

FIFTH CAUSE OF ACTION

Tort of Another

(By Plaintiff As to All Defendants)

120. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

121. As set forth above, Defendants committed torts against Plaintiff and others, including but not limited to negligence, negligent misrepresentation and aiding and abetting fraud.

122. As a proximate result of Defendants' tortious conduct and/or omissions, Plaintiff was and has been forced to incur significant expense and time defending against the actions filed against him by the SEC, harmed investors and the Receiver (including attorneys' fees and costs of defending such actions), in the protection of Plaintiff's interests, all of which shall be according to proof at trial.

SIXTH CAUSE OF ACTION

Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)

(By Plaintiff As to All Defendants)

123. Plaintiff hereby incorporates by reference each, every, and all allegations set forth above in the instant Complaint as though fully set forth herein.

124. California's Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*) ("UCL") prohibits acts of unlawful and unfair competition, including any "unlawful, unfair or fraudulent business act or practice," any "unfair, deceptive, untrue or misleading advertising" and any act prohibited by Bus. & Prof. Code § 17500).

125. Defendants' acts have violated the UCL by aiding and abetting their clients' fraudulent activities, and by engaging in conduct likely to deceive – and that did deceive – members of the public. Defendants' conduct was offensive, unethical and substantially injurious to many.

126. Defendants' conduct was a substantial factor in causing Plaintiff's harm. As a proximate result of Plaintiff's reliance on Defendants' misrepresentations, Plaintiff has suffered millions of dollars in damages (including but not limited to lost business opportunities, forced closure of Plaintiff's investment advising and insurance businesses, lost personal investment opportunities given involuntary closure of numerous investment, credit and banking accounts previously held by Plaintiff), reputational harm, serious emotional distress, lost personal relationships and serious physical harm and pain and suffering, including heart problems and depression, all of which shall be according to proof at trial.

127. Furthermore, as a direct, proximate and foreseeable result of Defendants' tortious conduct, Plaintiff has been forced to incur significant expense and time defending against the actions filed against him by the SEC, harmed investors and the Receiver (including attorneys' fees and costs of defending such actions), all of which shall be according to proof at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For all past and future economic damages Plaintiff has or will incur as a result of Defendants' misrepresentations and advice that fell below the standard of care, in an amount to be proven at trial, including but not limited to: all attorneys' fees and costs spent defending against the actions filed against Plaintiff by the SEC, EquiAlt investors and the Receiver; for the reasonable value of Plaintiff's time defending such actions; for Plaintiff's lost business and lost business opportunities; for lost investment opportunities; and for any amounts Plaintiff were or are ordered to pay to the SEC, EquiAlt investors and/or the Receiver;
2. For general damages, including but not limited to the reputational harm and serious emotional distress Plaintiff has been caused to suffer;

3. For costs of suit incurred herein;
4. For prejudgment interest;
5. For attorneys' fees as allowed by law;
6. For punitive damages on the third cause of action; and
7. For such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues set forth in this Complaint which are so triable.

Dated: October 6, 2022

DUNN DESANTIS WALT & KENDRICK, LLP

By: _____
Kevin V. DeSantis
James A. McFaul
David D. Cardone
Adam J. Yarbrough
Attorneys for Plaintiff, Robert Joseph Armijo

EXHIBIT A

Paul Wassgren

Partner

Los Angeles (Century City)
T: +1 310 595 3035
F: +1 310 595 3335

Paul Wassgren practices at the intersection of corporate law, real estate, and securities. He regularly represents funds, real estate sponsors, and investors. Paul has extensive experience in the areas of project and real estate finance, acquisitions, general corporate law and private placements. His clients range in size from individual entrepreneurs to multinational corporations.

RELATED SERVICES
- Corporate

RELATED SECTORS
- Real Estate

Before joining DLA Piper, Paul was a corporate partner at another AmLaw100 firm. Prior to practicing law, Paul worked as a consultant in the biotechnology industry, and was among the youngest licensed stock and bond brokers in US history.

EXPERIENCE

REPRESENTATIVE MATTERS

Paul has represented, or advised on, the following:

- The US subsidiary of a Chinese publicly traded company in its acquisition of a Silicon Valley semiconductor company
- A Japanese publicly traded company in its acquisition of a California-based technology company
- A PRC-based lender in a US$200 million senior secured debt facility to a multinational technology company
- A PRC-based lender in a US$655 million secured loan to a NYSE-listed corporation in the mining industry
- Fund and REIT formations, including a series of private offerings for a US-based real estate company focused on the single-family residential market
- A development company, on its 1,600-acre rail and industrial project in the Bakken Oil Field
- A publicly traded gaming corporation, in connection with the issuance of US$225 million in senior debt
- A pharmaceutical company based in China, on the placement of US$15 million in preferred securities to two Singapore-based institutional investors
- A public health care company, in connection with a US$407 million secured debt refinancing and the transfer of a US$175 million unsecured note
- The sellers of a 20-story commercial building in Dallas, Texas to a private equity fund
- The tenants-in-common of an office park in San Diego County, in the sale of the property to a private equity fun
- The financing for the construction of an award-winning technology business park in Las Vegas, consisting of 140,000 square feet
- The financing for an award-winning retail development in Las Vegas, including one of the first New Markets Tax Credits in the state
- A developer, in connection with several private placements of securities to fund the construction of vacation properties in Cabo San Lucas, Mexico, and the acquisition and development of real property in Belize
- A private corporation, in a dispute with dissenting shareholders involving the forced redemption of stock in order to elect Subchapter S tax treatment following the sale of real property in California

CREDENTIALS

Admissions

- California
- Nevada

Recognitions

- "Rising Stars" list, *Super Lawyers Mountain States Magazine*, 2011-2012, 2015

Education

- M.A., Oxford University, *Honors*, 2008
- M.B.A., Oxford University, 2003
- B.A., Oxford University, *Honors in Jurisprudence*, 2003
- B.A., Pepperdine University, *Valedictorian and summa cum laude*, 1997

Civic and Charitable

- Vice President of the Board of Trustees, Leukemia & Lymphoma Society, Desert Mountain States Chapter, 2010-2012

INSIGHTS

Publications

PUBLICATIONS

- Author, "Balancing Act," *Think Realty*, April 21, 2016
- Author, "Thinking About Crowdfunding Your Next Syndicated Deal?," *Daily Properties*, February 17, 2016
- Author, "New Markets Tax Credit Financing: Nevada's Great Awakening," *Las Vegas Business Press*, November 9, 2015
- Author, "'B' Corporations: Will Nevada Be Left Behind?" *Las Vegas Review Journal*, December 4, 2011

NEWS

MEDIA MENTIONS

- "How Will Tax Reform Impact California's Housing Market?," *GlobeSt.com,* May 30, 2018

EXHIBIT B

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RICHARD GLEINN and PHYLLIS GLEINN, CARY TOONE, JOHN CELLI 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, BERTRAM D. GREENBERG, as trustee for the Greenberg Family Trust, BRUCE R. AND 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, individually and on behalf of others similarly situated, Plaintiffs, vs. PAUL WASSGREN, an individual; DLA PIPER (US), a limited liability partnership; and FOX ROTHSCHILD LLP, a limited liability partnership, Defendants.	Case No. **8:20-cv-01677-VMC-CPT** **JURY DEMANDED**

AMENDED CLASS ACTION COMPLAINT

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; Marcia O'Neal; and Sean O'Neal, as trustee for The O'Neal Family Trust Dated 4/6/2004, as amended (collectively, "Plaintiffs") allege the following claims for their complaint against Defendants Paul Wassgren ("Wassgren"), DLA Piper (US) ("DLA Piper") and Fox Rothschild LLP ("Fox

Rothschild") (collectively, "Defendants"). Plaintiffs allege the following on information and belief, except as to those allegations that specifically pertain to the named Plaintiffs, which are alleged on personal knowledge.

INTRODUCTION

1. Plaintiffs bring this class action against the Defendants to obtain rescission, damages, and/or other relief on behalf of themselves and hundreds of other investors who collectively have lost millions of dollars in a Ponzi scheme orchestrated and perpetrated by the principals of EquiAlt, a private real estate investment firm based in Florida. The Ponzi scheme, which involved the unlawful sale of unregistered securities ("the EquiAlt Securities") combined with fraudulent misrepresentations, was carried out by the managers of EquiAlt acting in concert with Wassgren, a partner at the Fox Rothschild law firm and, later, a partner at the DLA Piper law firm.

2. EquiAlt and its promoters could not have perpetuated the massive fraudulent Ponzi scheme without the active assistance and participation of their lawyers. This class action is brought on behalf of the EquiAlt investors in (1) Florida, (2) California, (3) Arizona, (4) Colorado, and (5) Nevada seeking to hold accountable Wassgren, Fox Rothschild, and DLA Piper—the lawyers who knowingly aided and abetted the fraudulent scheme.

3. Over time, EquiAlt and Wassgren, through integrated offerings of unregistered securities, raised more than $170 million from at least 1,100 investors located in various states, including investors residing in Florida, California, Arizona, Colorado and Nevada. A large percentage of the EquiAlt investors are elderly and many of them invested their life savings in the unregistered EquiAlt Securities.

4. On February 11, 2020, the Securities and Exchange Commission ("SEC") in the Middle District of Florida filed an enforcement action against EquiAlt, the EquiAlt investment funds, and the EquiAlt promoters, Brian Davison (Chief Executive Officer) and Barry Rybicki (Managing Director), seeking injunctive and other relief (the "SEC Action"). The complaint in the SEC Action charges that those defendants operated EquiAlt as a Ponzi scheme and committed multiple violations of the Federal securities laws:

> The Commission brings this emergency action to halt an ongoing fraud conducted by EquiAlt LLC, a private real estate investment company. Beginning in 2011, to the present, Defendants EquiAlt, Brian Davison and Barry Rybicki conducted a Ponzi scheme raising more than $170 million from over 1,000 investors nationwide, many of them elderly, through fraudulent unregistered securities offerings. Defendants promised investors that substantially all of their money would be used to purchase real estate in distressed markets in the United States and their investments would yield generous returns. Instead, EquiAlt, Davison and Rybicki misappropriated millions in investor funds for their own personal use and benefit.

Complaint for Injunctive and Other Relief and Demand for Jury Trial, ¶ 1, copy attached as **Exhibit A.**

5. Three days after the SEC filed the SEC Action, EquiAlt was placed into a liquidating receivership. On May 8, 2020, the EquiAlt Receiver ("The Receiver") filed its first quarterly report, a copy of which is attached as **Exhibit B** ("the Receiver's Report"). The Receiver's Report includes extensive findings regarding the operations of the EquiAlt Ponzi scheme. In particular, the Receiver reported:

> These [EquiAlt] investments were sold without registration with either state or federal regulatory agencies. The offerings were purportedly made pursuant to federal exemptions from registration under the provisions of the Securities Act of 1933 provided in Regulation D. However, none of the first four [EquiAlt] Funds qualified for a Regulation D exemption or any other exemption from registration. The offerings appear to be one continuous fraudulent offering of unregistered securities. The lack of any exemption was clear to the perpetrators from the language contained in offering documents delivered to investors.

Ex. B at 14.

PARTIES AND NON-PARTY ACTORS

PLAINTIFFS

6. Plaintiffs Richard and Phyllis Gleinn are individuals and spouses, who reside and are domiciled in Sumter County, Florida. The Gleinns are investors in EquiAlt Securities.

7. Plaintiff Cary Toone is an individual who resides and is domiciled in the State of Arizona. Toone is an investor in EquiAlt Securities.

8. Plaintiffs John and Maria Celli are individuals and spouses who reside and are domiciled in the State of Arizona. The Cellis are investors in EquiAlt Securities.

9. Plaintiff Steven J. and Tracey F. Rubinstein are individuals and spouses who reside and are domiciled in the State of Arizona. The Rubinsteins are trustees of the Rubinstein Family Living Trust Dated 6/25/2010, which invested in EquiAlt. The Rubinsteins, via their trust, are investors in EquiAlt Securities.

10. Plaintiff Eva Meier is an individual who resides and is domiciled in San Diego, California. Meier is an investor in EquiAlt Securities.

11. Plaintiff Georgia Murphy is an individual who resides and is domiciled in San Diego, California. Meier is an investor in EquiAlt Securities.

12. Plaintiff Greenberg is the trustee of the Greenberg Family Trust, a revocable trust. Plaintiff Bert Greenberg is, and was at all material times, who resides and is domiciled in Santa Clara County, California. Greenberg is an investor in EquiAlt Securities.

13. Plaintiffs Bruce R. Hannen and Geraldine Mary Hannen are spouses and individuals who reside and are domiciled in the state of Colorado. The Hannens are investors in EquiAlt Securities.

14. Plaintiffs Rory and Marcia O'Neal are individuals and spouses who reside and are domiciled in the State of Nevada. The O'Neals are investors in EquiAlt Securities.

15. Plaintiff Sean O'Neal is the trustee of the O'Neal Family Trust. Plaintiff Sean O'Neal is an individual who resides and is domiciled in the State of Nevada. O'Neal is an investor in EquiAlt Securities.

16. Plaintiff Robert Cobleigh is an individual who resides and is domiciled in the State of California. Cobleigh is an investor in EquiAlt Securities.

DEFENDANTS

17. Defendant DLA Piper is a Maryland limited liability partnership operating as a law firm with its principal place of business at 6225 Smith Avenue, Baltimore, MD 21209. DLA Piper is thus a citizen of Maryland. DLA Piper does business in Florida at 200 South Biscayne Boulevard, Suite 2500, Miami, Florida.

18. Defendant Fox Rothschild is a Pennsylvania limited liability partnership operating as a law firm with its principal place of business located at 2000 Market St, 20th Floor, Philadelphia, PA, 19103. Fox Rothschild is thus a citizen of Pennsylvania. Fox Rothschild does business in Florida at One Biscayne Tower, 2 South Biscayne Blvd., Suite 2750, Miami Florida.

19. Fox Rothschild and DLA Piper served as EquiAlt's legal counsel in connection with the offer and sale of the EquiAlt Securities

20. Defendant Wassgren is an individual who resides and is domiciled in the State of California. Wassgren is thus a citizen of California. Wassgren is an attorney who has been a partner at DLA Piper since 2017. Prior to his affiliation with DLA Piper, Wassgren was a partner at Fox Rothschild. At all times relevant to the allegations of this complaint, Wassgren was acting within

the course and scope of his employment with Fox Rothschild and his later employment with DLA Piper.

OTHER NON-PARTY ACTORS

21. Non-defendant EquiAlt LLC ("EquiAlt") is a Nevada limited liability company that engaged in the offer and sale of the EquiAlt Securities to investors in several states, including Florida.

22. Non-defendant Brian Davison ("Davison") is the former CEO of EquiAlt.

23. Non-defendant Barry Rybicki (Rybicki") is a Managing Director of EquiAlt.

24. Non-defendants EquiAlt Fund LLC ("Fund 1"); EquiAlt Fund II, LLC ("Fund 2"), EquiAlt Fund III, LLC ("Fund 3") and EA SIP LLC ("Fund 4") (collectively, the "Funds") are investment funds formed by Non-Defendants Davison and Rybicki to raise monies from investors through the sale of the EquiAlt Securities.

25. Non-Defendants EquiAlt, the Funds, Davison, and Rybicki are hereinafter referred to collectively as the "Non-Defendant Promoters."

JURISDICTION AND VENUE

26. This Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 ("CAFA") codified as 28 U.S.C. § 1332(d)(2). The matter in controversy exceeds $5,000,000, in the aggregate, exclusive of interest and costs; each alleged class will have 100 or more members, and minimal diversity exists.

27. This Court has personal jurisdiction over each Defendant because each Defendant was involved in the marketing and sale of the EquiAlt Securities issued from EquiAlt headquarters in Tampa, Florida. Defendants have purposefully availed themselves of the laws of the State of Florida and have established minimum contacts with the State of Florida. The Court also has

personal jurisdiction under Fla. Stat. §§ 48.193(1)(a)(1) over the Defendants because they operate, conduct, engage in, or carrying on a business or business venture in this state or having an office or agency in this state. Both Fox Rothschild and DLA Piper transact substantial business in Florida, including from a DLA office in Miami, Florida, and Fox Rothschild offices in Miami and West Palm Beach, Florida. Defendants market, promote, distribute, and render their services in Florida, causing Defendants to incur both obligations and liabilities in Florida. Further, the Court has personal jurisdiction over Wassgren under Fla. Stat. § 48.193(1)(a)(2).

28. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this judicial district. In addition, the SEC Action was filed in this district.

GENERAL ALLEGATIONS

A. Background of the EquiAlt Ponzi Scheme

29. EquiAlt was formed in 2011 by its Chief Executive Officer Davison and its Managing Director Rybicki (collectively, the "Managers"). EquiAlt represented to its investors in offering documents that substantially all of their invested funds would be used to purchase, rehabilitate and sell for profit single-family properties located in distressed markets throughout the United States, thereby generating generous returns of 8–12% for the investors. Instead, EquiAlt, Davison, and Rybicki with the active assistance of Defendants perpetrated an illegal Ponzi scheme by which they fraudulently misappropriated millions of dollars for their own personal benefit from the offer and sale of unregistered securities in violation of the federal and state securities laws, through a network of unlicensed sales agents located in Florida, California, Arizona, Colorado, and Nevada, and other states.

30. According to the Declaration of Mark Dee filed in the SEC action, EquiAlt morphed into a Ponzi scheme soon after its inception in 2011. A copy of the Declaration of Mark

Dee (the "Dee Declaration") is attached as **Exhibit C.** Mr. Dee, a Senior Accountant for the SEC, attested that Davison and Rybicki misappropriated millions of dollars for their own personal benefit, misused investor funds for purposes inconsistent with the Private Placement Memorandums used to offer and sell the EquiAlt Securities ("PPMS"), and saddled the Funds with financial losses stemming from excessive fees, bonuses and payments to insiders and affiliated entities. These excessive misappropriated fees rendered EquiAlt insolvent and unable to pay the amounts due to investors other than by raising new investor funds as part of the resulting Ponzi scheme. In short order the proceeds received by the Funds from property sales and loan receipts were inadequate to pay the high payments due to investors under the unregistered EquiAlt Securities, which obligated the Funds to pay interest to investors at rates ranging from 8% to 12%. Consequently, EquiAlt systematically diverted monies from one Fund to another and used investment proceeds raised from new investors to make the interest payments due to existing investors.

31. EquiAlt conducted its business affairs and perpetrated an illegal and fraudulent Ponzi scheme through a series of limited liability companies ("LLCs") controlled by Davison and Rybicki. EquiAlt itself was formed as a Nevada LLC to manage a series of real estate investment funds that issued and sold to investors unregistered securities styled as fixed-interest debentures. The unregistered EquiAlt Securities were issued by the Funds. Another LLC operated by Rybicki, BR Support Services LLC ("BR Services"), was formed in Arizona to recruit, oversee and pay commissions to the unlicensed sales agents who marketed and sold the unregistered EquiAlt Securities to unsuspecting investors.

32. Shortly after EquiAlt was formed in 2011, Davison and Rybicki began to aggressively promote sales of the EquiAlt Securities issued by Fund 1 through a network of

unlicensed sales agents located in Florida, California, Arizona, Nevada, and other states. Davison managed EquiAlt's financing and day-to-day operations, including the acquisition and development of properties owned by the Funds. Rybicki solicited and oversaw the activities of the unlicensed sales agents, communicated with investors and raised monies from investors.

33. Over time, Rybicki recruited approximately 19 sales agents through BR Services. Participating sales agents would submit to BR Services certain documentation and the investors' funds, which BR Services would transmit to EquiAlt. When the investors' funds were received, EquiAlt would disburse funds to BR Service equal to 12% of the invested amounts and BR Services in turn would pay commissions to the agents equal to 6% or more of the invested amounts. For example, the following chart from the Receiver's Report lists sales commissions paid to the sales agents recruited by Rybicki:

Sales Agent Name	**Total Paid**
Agents Insurance Sales / Barry Wilken	$ (240,159.33)
American Financial Security / Ron Stevenson / Barbara Stevenson	(1,712,750.95)
Barry Neal	(119,037.20)
Ben Mohr	(113,578.00)
Bobby Armijo / Joseph Financial Inc.	(1,100,042.65)
Dale Tenhulzen / Live Wealthy Institute	(1,484,531.29)
Elliot Financial Group / Todd Elliot	(805,662.68)
Family Tree Estate Planning / Jason Wooten	(3,749,783.61)
GIA, LLC / Edgar Lozano	(278,807.24)
Greg Talbot	(260,941.89)
J. Prickett Agency / Joe Prickett	(187,374.57)
James Gray / Seek Insurance Services	(405,286.75)
John Friedrichsen	(327,681.69)
Lifeline Innovations / John Marques	(822,318.06)

Patrick Runninger	(293,599.53)
Sterling Group	(478,562.12)
The Bertucci Group LLC / Leonardo LLC / Leonardo Bertucci	(139,950.00)
Tony Spooner / Rokay Unlimited, LLC	(622,169.05)
Wellington Financial, LLC / Jason Jodway	(48,000.00)
TOTAL	**$ (13,190,236.61)**

As the foregoing chart shows, the EquiAlt sales agents collected more than $13 million in commissions from sales of the EquiAlt Securities to investors.

34. Rybicki selected agents who had existing clients with whom they had pre-existing confidential fiduciary relationships of trust and confidence. The sales agents, who were largely unlicensed insurance producers and financial advisors, provided investment advice concerning the EquiAlt Securities, counseling their clients that the debentures were conservative, safe investments providing healthy investment returns with little or no investment risk. The sales agents purported to conduct sufficient analysis to confirm that prospective investors possessed the knowledge and expertise in financial and business matters and the capability to evaluate the merits and risks associated with the EquiAlt Securities. Rather than doing so, however, the EquiAlt sales agents improperly endorsed the EquiAlt Securities as low risk investments and affirmatively encouraged and exhorted their largely unsophisticated clients to invest their life savings and retirement assets in the risky unregistered securities.

35. A majority of the investors who purchased the unregistered securities issued by the Funds were non-accredited, meaning that their net worth was less than $1 million, their individual income was less than $200,000 in each of the two most recent years (or $300,000 in joint income with their spouse), or they failed to meet the other requirements of 17 CFR § 230.501. In addition,

to be accredited, purchasers must have sufficient knowledge and experience in financial and business matters to make them capable of evaluating the merits and risks of the prospective investment. Under Regulation D, the safe harbor exemption from registration is forfeited if the issuer sells its unregistered securities to more than 35 non-accredited purchasers. When the EquiAlt Securities offerings by the Funds are aggregated, it is clear that EquiAlt had more than 35 non-accredited purchasers because the Form D for the Fund 1 offering discloses 31 non-accredited purchasers and the Form D for Fund II discloses 10 non-accredited purchasers, for a total of at least 41 non-accredited purchasers of EquiAlt Securities.

B. Defendants' Active Participation and Assistance in the Offer and Sale of the Unregistered EquiAlt Securities

36. As a partner at Fox Rothschild and later as a partner at DLA Piper, Wassgren served as legal counsel for EquiAlt who advised and assisted EquiAlt on numerous matters, including compliance with applicable Federal and State securities laws. In a recent podcast, Wassgren described EquiAlt as "a long-time client of mine."[1] DLA Piper's website notes that Wassgren represented EquiAlt in connection with "[f]und and REIT formations, including a series of private [securities] offerings."[2] According to the DLA Piper website, Wassgren "practices at the intersection of corporate law, real estate and securities."[3] Despite his youthful age, therefore, Wassgren is a highly sophisticated securities lawyer, well-versed in the stringent federal and state law provisions regulating the offer and sale of securities to investors in California, Arizona, Florida, Colorado and Nevada including in particular the prohibitions against public offerings of unqualified or unregistered securities through unlicensed brokers and sales agents.

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[1] https://podcasts.apple.com/kw/podcast/paul-wassgren-from-youngest-bond-trader-ever-to-oz/id1460212490?i=1000438104456 (last visited June 15, 2020)

[2] https://www.dlapiper.com/en/us/people/w/wassgren-paul/ (last visited June 15, 2020).

[3] *Id.*

37. Wassgren represented EquiAlt for several years as a partner at Fox Rothschild. Wassgren brought EquiAlt with him as a client when he joined DLA Piper as a partner in 2017. Wassgren had primary responsibility for the EquiAlt engagements of Fox Rothschild and DLA Piper. As recently as 2018, and after defending the Arizona investigation into EquiAlt's operations described below, Wassgren led a team of DLA Piper attorneys assisting EquiAlt in the formation and offering of $500 million fund to purchase and develop properties within Qualified Opportunity Zones.

38. Over the years, Fox Rothschild and DLA Piper collected hundreds of thousands of dollars in fees from EquiAlt and its affiliates from EquiAlt and the Funds.

39. Wassgren was deeply involved with EquiAlt and the Funds from their very inception. In his deposition taken in the SEC investigation leading up to the SEC Action, EquiAlt CEO Davison described Wassgren's instrumental role as architect of the EquiAlt business organizations:

> Q: The second full paragraph on page 3 states … "As the CEO and founder, Mr. Davison … actively works with EquiAlt outside legal and financial advisors to develop and implement strategic ling-term planning for the company…." Is that an accurate description of your responsibilities at EquiAlt?
>
> ***
>
> A: … I just would like to clarify that my definition of financial advisors is directly related to my job position, which would be Denver, a staff CPA with great experience, ***my legal counsel, Paul Wassgren, I deal with quite extensively when the companies interact with each other that he's built for me,*** to make sure I'm good on that. But other than that, I would say that paragraph is generally accurate, yes.

Deposition of Brian Davison, excerpt attached as **Exhibit D**, at 21 (emphasis added).

40. While a partner at Fox Rothschild and later, as a partner at DLA Piper, Wassgren prepared and filed with the Nevada Secretary of State the Articles of Organization for each of the

Funds, listing himself as the "Organizer" and "Registered Agent" for the Funds. Wassgren also drafted the PPMs used by EquiAlt to solicit sales of its unregistered and nonqualified securities. As Davison testified to the SEC:

> Q: And who developed the concept of raising money for these investment funds through private placement memorandums?
>
> A: That's me.
>
> ***
>
> Q: Okay. So who contacted the law firm to help generate those private placement memorandums?
>
> A: I do.
>
> Q: Okay. It was you?
>
> A: It was me.
>
> ***
>
> Q: And which law firm, and which attorney, and when?
>
> A: So the individual is Paul Wassgren.
>
> ***
>
> Q: Fox Rothschild? Does that sound familiar?
>
> A: He was at Fox Rothschild.
>
> Q: Which firm is he at now?
>
> A: I believe he's with DLA Piper.

Ex. D at 26–27**.** Copies of PPMs drafted by Wassgren for each of the Funds are attached as **Composite Exhibit E**.

41. Indeed, Wassgren drafted the EquiAlt PPMs from the very beginning of its existence. As Davison testified in his deposition that "[g]enerally speaking, on a transactional basis, I created documents like these [PPMs] with counsel about the time period of 2000—I'm

sorry—2011, private placement memorandum generally." Pl. Mot. for TRO, Exh. 4, Davison Tr. at 92. **Exhibit D** at 92.

42. Wassgren also drafted the Subscription Agreements, the EquiAlt Securities, and the Prospective Purchaser Questionnaires ("Investor Questionnaires") used to attest that the investors were "accredited," a requirement for the securities to be exempt from registration as a "private offering" under Rule 506(b) of SEC Regulation D ("Regulation D"). An exemplar Investor Questionnaire is attached as **Exhibit F**. As drafted, the Investor Questionnaires were addressed to Fox Rothschild or DLA Piper, such that prospective investor was directed to complete the questionnaire and send the signed document to the Defendants' offices. Through their receipt of such Investor Questionnaires, and otherwise, Defendants kept themselves informed of the number and level of financial sophistication of the prospective investors to whom the EquiAlt Securities were being offered and sold.

43. The PPMs and other offering documents prepared by Wassgren contained numerous false and misleading statements and concealed or omitted material information about the use of investors' funds and the risks associated with the Funds. Among other material misrepresentations, the PPMs prepared by Wassgren:

- Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"
- Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"
- Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"
- Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered securities;
- Falsely overstated the percentage of investor funds that would be used to invest

in properties;

- Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;
- Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices; and
- Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents.
- Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt

44. Although the PPMs made partial disclosures that Davison and Rybicki would be compensated through management fees and undefined "substantial compensation and benefits" these disclosures were misleading half-truths because the PPMs also assured the prospective investors that the Company "does not anticipate significant operating costs" and the projected sources and uses of cash failed to disclose the exorbitant amounts misappropriated and diverted by Davison and Rybicki. More importantly, the PPMs failed to disclose that, as Davison and Rybicki knew and intended, the exorbitant amounts that they stripped from the EquiAlt Funds quickly rendered the funds insolvent and incapable of paying the amounts due to investors other than with funds raised from new investors through the Ponzi platform.

45. In addition to drafting and providing information for the PPMs, Wassgren and the law firm Defendants consented to the inclusion of their names in the PPMs and the associated offering materials incorporated in the PPMs. As just noted, while Wassgren was a partner at Fox Rothschild, the Investor Questionnaires attached as exhibits to the PPMs named the law firm and directed the investors to mail the completed questionnaires to the law firm's offices in Nevada. When Wassgren moved to DLA Piper in 2017, the Investor Questionnaires were changed to name DLA Piper and set forth the new law firm's mailing address in California. The PPMs also stated

that: (a) the securities were offered "subject to … [the] approval of counsel;" (b) the fund's "counsel will review certain documents" used to effectuate the real estate transactions by which the Funds intended to acquire properties; (c) the Fund "will rely on the opinion of … its legal counsel with respect to its classification as a limited liability company for Federal income tax purposes;" and (d) the securities could not be transferred unless, among other things, "in the opinion of counsel to the company, registration is not required…." These statements concerning the legal advice to be obtained from EquiAlt's counsel all referred to Wassgren and the law firm Defendants.

46. Wassgren and the law firm Defendants furthermore prepared false and misleading marketing materials distributed to prospective investors and knowingly allowed EquiAlt to use their names and professional reputations in the marketing materials. While Wassgren was a partner at Fox Rothschild, EquiAlt marketing brochures (an example of which is attached as **Exhibit G**) prominently featured Wassgren and Fox Rothschild as the investment firm's legal counsel, thereby providing comfort to prospective investors that EquiAlt was a legitimate, financially sound investment firm that complied with all applicable regulatory and legal requirements. When Wassgren subsequently became a partner at DLA Piper, the EquiAlt marketing brochure (an example of which is attached as **Exhibit H**) was changed to reflect that Wassgren and DLA Piper served as legal counsel for EquiAlt. Both EquiAlt marketing brochures invited prospective investors to contact Defendants directly, identifying them as "independent" professionals who offered to give the investors "insight into the fund and its activities." *Id.*[4]

[4] DLA Piper through numerous press releases also touted to the public the law firm's involvement and major role in assisting EquiAlt, but has since removed these specific website announcements:

> DLA Piper advises EquiAlt on the formation and offering of its
> ...www.dlapiper.com › news › 2018/11 › dla-piper-advises-EquiAlt-on-q...

47. Wassgren knew the representations in the PPMs that the EquiAlt Securities were exempt from registration under the federal securities laws pursuant to Regulation D and were made "in strict compliance with the applicable state securities laws" were false and misleading. Among other things, Wassgren knew that: (a) EquiAlt intended to sell and did in fact sell its securities to more than 35 non-accredited investors through the Funds, which were all part of a single integrated offering; (b) EquiAlt engaged directly and through its agents in general solicitations and advertising to market its unregistered securities; (c) EquiAlt made commission payments to its unlicensed sales agents not disclosed in its SEC filings claiming the Reg D exemption from registration; and (d) EquiAlt would and did fail to provide investors with information and disclosures required by Regulation D, including audited financial statements.

Nov 15, 2018 – DLA Piper represented EquiAlt LLC, in the formation and offering of their recently formed EquiAlt Qualified Opportunity Zone Fund, LP that ...

Paul Wassgren | People | DLA Piper Global Law Firmwww.dlapiper.com › people › wassgren-paul

DLA Piper represented EquiAlt LLC, in the formation and offering of their recently formed EquiAlt Qualified Opportunity Zone Fund, LP that purchases and ...

https://www.leopardsolutions.com/hotspot/ListSummaryDetails.aspx?categoryid=0&month=11&year=2018

DLA Piper advises EquiAlt on the formation and offering of its US$500 million Qualified Opportunity Zone fund

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Explore @DLA_Piper Twitter Profile | DLA Piper, a global law firm operating through ... We advised EquiAlt on the formation and offering of its US$500 million ...

48. Aware that EquiAlt failed to qualify for its claimed registration exemption yet was offering and selling the unregistered securities using unlicensed sales agents, Wassgren knew that his clients were engaged in multiple ongoing violations of the applicable federal and state securities laws.

49. Wassgren also actively assisted EquiAlt's ongoing securities law violations by developing a stratagem to mischaracterize the sales agents as mere "Consultants" being paid "finders fees" as a subterfuge to facilitate the offer and sale of the EquiAlt Securities by unlicensed dealers. In furtherance of this unlawful contrivance, Wassgren drafted a so-called "Finder's Fee Agreement" between the applicable investment fund and the unlicensed sales agents, a copy of which is attached as **Exhibit I**. The Finder's Fee Agreement drafted by Wassgren acknowledged that the fund would "compensate" the sales agents for "introducing the Company [fund] to Investors who may be interested in considering a potential investment in the Company." *Id.* at 1. Although Wassgren was-well aware that the sales agents would be providing investment advice to their current and prospective clients (to whom they owed fiduciary duties), Wassgren drafted the Finder's Fee Agreement to falsely represent that each agent would not "make representations concerning the terms, conditions or provision of any possible investment" in the EquiAlt Funds. *Id.* at 2.

50. Recognizing that the contemplated activities of the EquiAlt sales agents contravened both Federal and State securities laws, Wassgren drafted the Finder's Fee Agreement to provide for indemnification of both the EquiAlt fund and the agent against losses incurred by either of them arising from the "Consultant's failure to register as a broker-dealer with the Securities and Exchange Act of 1934, or as required by applicable state law or Consultant's violation of state or federal securities laws and regulations." *Id.* at 3. Acknowledging Wassgren's

contemplated continued participation in the ongoing securities law violations, the Finder's Fee Agreement provided that any notices required under the agreement, including notice of claims arising from securities laws violations, were to be provided to Wassgren himself on behalf of the EquiAlt Funds. *Id.* at 5.

51. Rather than disclosing the ongoing securities violations or withdrawing from further representation (as required by the applicable ethical rules), Wassgren instead assisted EquiAlt in its attempt to conceal those violations. To that end, as alleged more fully below, Wassgren orchestrated the creation of multiple purportedly separate investment funds in an attempt to conceal the number of unaccredited investors to whom the unregistered securities were sold. Wassgren also assisted in the preparation of materially false SEC filings which—to conceal EquiAlt's ongoing securities law violations—intentionally understated the number of non-accredited EquiAlt Fund investors and misrepresented the nature and amount of commissions paid to the unlicensed sales agents.

52. The all-encompassing involvement of Wassgren and the law firm Defendants in the affairs and business operations of EquiAlt was recently described by Rybicki in filings with this Court. As Rybicki has avowed, attorney Wassgren provided advice and input on virtually all aspects of EquiAlt's operations, including preparation of the false and misleading PPMs and marketing materials used to induce investors into purchasing the EquiAlt securities, compliance with the applicable securities laws and the payment of commissions to unlicensed sales agents:

> Mr. Davison and Mr. Wassgren … drafted and had authority over the PPMs. EquiAlt retained the services of Paul Wassgren in virtually all aspects of EquiAlt's business operations and entrusted him with ensuring EquiAlt complied with securities laws … Mr. Wassgren prepared EquiAlt's marketing materials to investors aware of the purpose for which these materials would be disseminated and used, vetted and participated in approving EquiAlt's PPMs; and provided legal advice to EquiAlt as to the legality of paying commissions to unregistered sales agents for the sale of debentures. … Mr. Rybicki directed sales agents to speak

with Mr. Wassgren when they had questions regarding the legal requirements for selling EquiAlt Funds.

[ECF No. 152 at 19–20]

53. In sum, Wassgren (a) was knowing participant in the ongoing illegal sales of securities by the Non-Defendant Promoters, (b) played a substantial role in inducing the illegal sales, and (c) lent substantial assistance to an ongoing scheme to defraud. Wassgren knew or should have known that under the standards of the legal profession, "[A] lawyer has an obligation not knowingly to participate in any violation by the client of the securities laws." ABA Statement of Policy on Lawyer Responses to Auditor Requests for Information.[5] In these circumstances, Wassgren was professionally obligated to terminate its representation to avoid covering-up and assisting the ongoing (and past) fraud perpetrated by the Non-Defendant Promoters. He did not do so.

54. Not only that, but Wassgren's actions in assistance to and in concert with the Non-Defendant Promoters went far beyond his role as legal counsel to EquiAlt. Wassgren even went so far as to affirmatively provide legal advice to potential and existing ***sales agents***, falsely assuring them that EquiAlt complied with all applicable securities laws and that the unlicensed agents could lawfully sell the EquiAlt unregistered and unqualified securities.

55. Wassgren spoke directly with many of the unlicensed broker-dealer sales agents to provide them with false assurances that EquiAlt complied with all securities laws and that the agents could lawfully offer and sell the EquiAlt Securities, even though they were not registered.

[5] *See also In re Am. Cont'l Corp./Lincoln Sav. and Loan Secur. Litig.*, 794 F. Supp. 1424, 1452 (D. Ariz. 1992) ("An attorney may not continue to provide services to corporate clients when the attorney knows the client is engaged in a course of conduct designed to deceive others, and where it is obvious that the attorney's compliant legal services may be a substantial factor in permitting the deceit to continue.").

For example, attorney Wassgren told sales agent Dale Tenhulzen that Wassgren "wrote the PPM" and explained how Tenhulzen would be compensated for selling EquiAlt Securities. Attorney Wassgren advised Tenhulzen that he did not need a license to legally sell and get paid for the sale of the EquiAlt Securities. [ECF No. 152-2 at 27-30]

56. Another EquiAlt sales agent, John Friedrichsen, received the same advice from attorney Wassgren. When he first began selling the EquiAlt Securities, Rybicki told him that Wassgren had advised that the sales agents did not need to be registered to sell EquiAlt Funds. [ECF No.152-4, ¶ 8]. After Davison and Wassgren created EquiAlt's REIT Fund, Mr. Friedrichsen wondered whether he could receive commissions for selling the REIT Fund and, at Mr. Rybicki's suggestion, called Mr. Wassgren to inquire. *Id.*, ¶ 10. During the call, Mr. Wassgren, who "knew I [Friedrichsen] was a sales agent for EquiAlt Funds… explained that financial agents needed to acquire a Series 7 license to sell debentures for the REIT Fund." *Id.*, ¶ 11.

57. Yet Attorney Wassgren knew the EquiAlt Securities did not qualify for a public offering exemption under federal or state law. Wassgren also knew that the sales agents selling the EquiAlt Securities were not registered as dealers or salespersons under federal and state securities laws. Nonetheless, in furtherance of the ongoing Ponzi scheme, Wassgren personally, systematically, affirmatively, and falsely represented to the sales agents that they could lawfully sell the unregistered EquiAlt Securities—never disclosing that EquiAlt and the agents were violating the federal and state securities laws by selling unregistered securities and by selling investments for EquiAlt without registering as a securities dealer.

58. In addition to actively assisting EquiAlt and the Non-Defendant Promoters by drafting false offering documents, preparing organizational documents for the Funds and for other entities in which properties were held, advising and assisting EquiAlt's efforts to avoid registration

under the applicable securities laws and providing false assurances to the sales agents, CEO Davison has testified that Wassgren actively assisted him in developing and implementing strategic long-term planning for EquiAlt, again assistance beyond the scope of the routine rendition of legal services.

C. The EquiAlt Securities Are Non-Exempt Unregistered/Unqualified Securities

59. The EquiAlt Securities are securities within the meaning of the Securities Act of 1933 ("the Federal Act"), which unless exempt must be registered before being offered or sold in the United States. 15 U.S.C. §77e.

60. The EquiAlt Securities are likewise securities under the Florida Securities and Investor Protection Act (the "FSIPA"), which unless exempt must be qualified before being offered or sold in Florida unless they are exempt from registration under the Federal Act. § 517.07, Fla. Stat.

61. The EquiAlt Securities are likewise securities under the California Securities Law of 1968 ("CSL"), which unless exempt must be qualified before being offered or sold in California unless they are exempt from registration under the Federal Act. Cal. Corp. Code §25102(o).

62. The EquiAlt Securities are likewise securities under the Arizona Securities Act ("ASA"), which unless exempt must be qualified before being offered or sold in Arizona unless they are exempt from registration under the Federal Act. § 44-1841, Ariz. Stat.

63. The EquiAlt Securities are likewise securities under the Colorado Securities Act ("CSA"), which unless exempt must be qualified before being offered or sold in Colorado unless they are exempt from registration under the Federal Act. C.R.S. § 11-51-201.

64. The EquiAlt Securities are likewise securities under the Nevada Securities Act ("NSA"), which unless exempt must be qualified before being offered or sold in Nevada unless they are exempt from registration under the Federal Act. NRS 90.295 and 90.460.

65. Defendants prepared the PPMs for the EquiAlt Securities, which acknowledged them as "securities," and which described the raised funds as being used to purchase, improve, lease and sell single-family properties in distressed real estate markets in the U.S. and to participate in "opportunistic loan transactions" in the United States.

66. Recognizing that the EquiAlt Securities are securities within the meaning of the Federal Act and the FISPA, the CSL, the ASA, and the NSA, Defendants provided legal advice to, drafted documents for, and otherwise actively assisted EquiAlt in falsely claiming an exemption from registration as a "private offering" under Rule 506(b) of SEC Regulation D ("Rule 506").

67. Rule 506(b) is considered a "safe harbor" under Section 4(a)(2) of the Federal Act. It provides objective standards that a company can rely on to meet the requirements of the Section 4(a)(2) exemption. Companies conducting an offering that qualifies under Rule 506(b) can raise an unlimited amount of money and can sell securities to an unlimited number of accredited investors.

68. An offering under Rule 506(b) is, however, subject to the following requirements:

- no general solicitation or advertising to market the securities may be conducted; and
- securities may not be sold to more than 35 non-accredited investors (all non-accredited investors, either alone or with a purchaser representative, must meet the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment).

Furthermore, as a general condition to a Rule 506(b) exemption, all non-accredited investors must be given specific information relating to the offeror's financial condition. 17 C.F.R. § 230.502(b).

69. Defendants advised EquiAlt with respect to the required filings with the SEC to claim an exemption from registration under Regulation D. Defendants therefore had actual knowledge of the requirements EquiAlt was required to follow in order to exempt the offer and

sale of the EquiAlt Securities from the registration requirements under the Federal and State securities statutes.

70. However, through their active involvement in the documentation, offering and sales of the EquiAlt Securities, their interactions with EquiAlt and its principals and its interactions with the EquiAlt sales agents and securities regulators, Defendants knew that the EquiAlt Securities were in fact offered and sold in non-compliance with the requirements of Regulation D.

71. First, Defendants knew that investments in the EquiAlt Securities were being solicited through general solicitations and advertisements, including: (a) newspaper ads such as in the attached **Exhibit J**, and (b) group presentations such as the slideshow attached as **Exhibit K** ; and (c) sales brochures such as the attached **Exhibits G** and **H**. Defendants also knew that in-house employees at EquiAlt were soliciting investments from the general public through cold-calling campaigns, social media, websites, in-person meetings, and info-dinners.

72. Second, Defendants drafted the subscription materials to be completed by potential investors to confirm the accredited or non-accredited status of the potential investors. Defendants drafted those subscription materials for completion and return directly to their offices for review by Wassgren, and thereby received direct reports of the number, age, geographic location, and financial sophistication of the investors to whom the EquiAlt Securities were being offered and sold. Defendants thus knew that many of the investors had indicated they were unaccredited or unsophisticated in that they lacked knowledge and expertise in financial or business matters, were not capable of evaluating the merits and risks of the investment, and were not otherwise capable of bearing the economic risks of the investment. Defendants also knew that far more than the maximum permitted number of the unaccredited investors had been sold the EquiAlt Securities, a prohibition which they attempted to circumvent through the creation of purportedly distinct Funds.

73. Third, Defendants knew that EquiAlt has not satisfied the general condition that the offerors supply all non-accredited investors with the EquiAlt financial reports and information required under Rule 502(b).

74. Fourth, Defendants aware of, and knowingly permitted, EquiAlt's promotion of Wassgren, DLA Piper, and Fox Rothschild as legal counsel who could vouch for EquiAlt and the legality of the unregistered offer and sale of EquiAlt Securities. For example, EquiAlt's general solicitation materials not only identified DLA Piper or Fox Rothschild as its attorney in connection with EquiAlt's offering, but furthermore supplied the address and phone number for their California offices, and explicitly told investors that Defendants would vouch for the legality of EquiAlt's securities offering and its use of the funds raised through it:

- **Can I contact EquiAlt's CPA or Attorney?** Absolutely, both are independent from EquiAlt LLC and can give you some insight into the fund and its activities.

Ex. G; **Ex. H.**

75. Defendants continued to permit EquiAlt to promote Wassgren and DLA Piper as "independent" legal counsel who investors could contact to obtain information about the EquiAlt Funds and their activities as the Ponzi scheme unfolded, even during the SEC investigation in 2019. **Exhibit L**.

76. Defendants thus agreed to actively assist in the offer and sale of the EquiAlt Securities in order to generate fees and enhance their professional reputation. Indeed, DLA Piper specifically touted its relationship with EquiAlt in other online posts, press releases, and tweets. *See supra*, ¶ 41 n.4 (collectively, the "DLA-EquiAlt Posts").

77. Fifth, Defendants also knew that the EquiAlt Securities were being offered and sold in California, Arizona, Florida, Colorado, Nevada and elsewhere by unlicensed securities broker-

dealers and sales agents who were paid commissions by EquiAlt to do so. But Defendants further knew those commissions were not reported in EquiAlt's SEC filings.

78. Sixth, Defendants actively assisted the offer and sale of the EquiAlt Securities by unlicensed securities broker-dealers and sales agents by assuring them that such sales complied with the operative securities laws.

D. Defendants Intended to Deceive the EquiAlt Investors

79. In addition to their active participation in the fraudulent scheme by drafting misleading offering documents used to induce investors to purchase the EquiAlt Securities, forming the Funds used to perpetrate the Ponzi scheme, providing false assurances to sales agents and investors and assisting in the ongoing affairs of EquiAlt, Defendants actively assisted EquiAlt and its principals in concealing the ongoing securities law violations from the investors, the SEC and state regulators. These actions were all undertaken to deceive EquiAlt's existing and prospective investors into believing that the sale of unregistered securities by the Funds complied with the securities laws, which Defendants knew was an outright lie, and to conceal that the falsity of the representation in the PPMs that the offerings were "being made in strict compliance with the applicable state securities laws."

1. *Wassgren Orchestrates Formation of Multiple Funds and False SEC Filings to Conceal EquiAlt's Ongoing Securities Violations*

80. To qualify for an exemption from registration under Regulation D, issuers must file a submission known as a "Form D" electronically with the SEC no later than 15 days after they first sell securities to the investing public. Form D is a brief notice that includes certain specified details concerning the issuing company's promoters, the total offering amount, commissions paid to agents, the existence of non-accredited investors and similar information.

81. A person who willfully fails to file a Form D or who willfully makes a false statement in a registration statement is guilty of a felony under the Federal securities laws. *See* 15 USC § 77x. Also, under 17 CFR § 239.500(a)(3(i), an issuer must file an amendment to a previously filed Form D to correct any material errors in any previously filed Form D.

82. In furtherance of the ongoing fraudulent scheme, Wassgren drafted, reviewed and/or approved numerous Form Ds signed by Davison and submitted to the SEC on behalf of the EquiAlt Funds in order to claim the benefit of an exemption from registration under Regulation D. See **Exhibit Y**. As alleged in the following paragraphs, Wassgren helped orchestrate a pattern of falsified Form D filings with the SEC calculated to paper over and conceal that the EquiAlt Securities did not qualify for an exemption under Regulation D and, accordingly, from its inception EquiAlt was illegally selling unregistered securities using unlicensed sales agents in violation of the federal and state securities laws.

83. Acting on behalf of EquiAlt, Attorney Wassgren filed the articles of organization for Fund 1 with the Nevada Secretary of State on May 23, 2011. Two months later, on July 19, 2011, EquiAlt Fund 1 filed its initial Form D with the SEC attesting that the securities to be issued by the fund were exempt from registration under Regulation D and that the total offering amount for Fund 1 was $50 million. The initial Form D for Fund 1 also attested that: (a) the first sale of securities issued by the fund had yet to occur; (b) the fund paid no commissions or finders' fees associated with sales of its securities; (c) no amount of the gross proceeds of the offering has been or is proposed to be used for payments to executive officers, directors or promoters; and (d) Brian Davison was the sole related person associated with the fund. By signing the Form D, Davison attested that "[e]ach Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person."

84. The foregoing attestations in the Fund 1 Form D filing with the SEC were false when made. Contrary to those attestations, the first sale of securities issued by Fund 1 were made in January 2011, months before the Form D was filed with the SEC, Fund 1 had paid commissions to unlicensed sales agents, and, in addition to Davison, Rybicki was a related person associated with Fund 1. Furthermore, although the Fund 1 Form D (and all other subsequent Form D filings) attested that no portion of the offering proceeds would be paid to any related persons, in reality EquiAlt paid Davison and Rybicki tens of millions of dollars raised through the securities offerings through undisclosed due diligence fees, management fees, success fees, auction fees, underwriting fees purchase discount fees, bonuses and outright improper cash distributions.

85. Wassgren, who actively assisted in the preparation and filing of the Form D, knew that these attestations in the Fund 1 initial Form D filing were false. Among other things, Wassgren knew that proceeds from the sales of securities issued by Fund 1 were being paid as commissions to unlicensed sales agents in contravention of applicable state and federal securities laws. In fact, Wassgren advised the EquiAlt managers to mischaracterize the unlicensed sales agents as "consultants" and to likewise mischaracterize the commission payments as "finders fees." Wassgren knew that the EquiAlt sales agents were unlicensed sales agents who could not possibly qualify as "finders" or mere "consultants" because, among other things, they received transaction-based compensation, provided financial and suitability advice to prospective investors, actively located and solicited prospective investors and distributed PPMs and Subscription Agreements to prospective investors. As a consequence, Wassgren knew that, from the inception of Fund 1, EquiAlt was operating in violation of federal and state securities laws, exposing EquiAlt to civil and criminal penalties, investor claims for rescission, and inexorable ineligibility to participate in further Regulation D exempt offerings.

86. The Form D also falsely attested that no portion of the offering proceeds would be paid to any of the executive officers or promoters of the fund when, in fact, the EquiAlt managers intended to and did divert millions of dollars of the offering proceeds to themselves.

87. As a result of its aggressive solicitation of elderly and unsophisticated investors with limited assets and modest income, EquiAlt soon sold fixed rate debentures issued by Fund 1 to far more than 35 unaccredited and unsophisticated investors, thereby forfeiting its claimed registration exemption under Regulation D. EquiAlt further forfeited its registration exemption by soliciting investments from the general public through cold call solicitations, seminar presentations, media advertisements, websites and social media campaigns. As alleged above, Wassgren knew that EquiAlt had exceeded the limit on sales of unregistered securities issued by Fund 1 to unaccredited investors because the Investor Questionnaires were addressed and sent to Fox Rothschild and to DLA Piper.

88. Knowing that the securities issued by Fund 1 were not exempt from registration because, among other things, the sales to unaccredited investors greatly exceeded the numerical limit permitted by Regulation D and other requirements for the claimed registration exemption, Wassgren hatched a scheme to paper over and conceal the ongoing securities law violations. Based on the advice and with the active and knowing assistance of Wassgren, EquiAlt formed a new investment fund known as EquiAlt Fund II LLC (Fund 2) on April 24, 2013. Wassgren prepared and filed the Articles of Organization for Fund 2 with the Nevada Secretary of State. Fund 2 began selling unregistered securities on May 2, 2013, approximately one week after Fund 2 was formed. However, Fund 2 did not file the required Form D with the SEC until March 31, 2016, nearly three years later. This late-filed Form D was untimely, as Regulation D requires that the necessary notice be filed no later than 15 days after the securities are first sold by the issuer. In the Form D for Fund

2, CEO Davison attested that the securities issued by Fund 2 were exempt from registration under Regulation D.

89. The Fund 2 Form D attested that the total offering amount for the fund was $20 million and that, as of the filing date, Fund 2 had issued $6 million of unregistered securities to 88 investors. The Form D notice also attested that securities in the offering had been sold to 10 unaccredited investors. The initial Form D for Fund 2 further attested that no sales commissions had been paid to any agents and estimated that $250,000 in "Finders' Fees" had been paid in connection with the unregistered securities issued by Fund 2. The Form D filing attested that no portion of the offering proceeds would be paid to Davison, who was identified as the only any executive officer, director and promotor of Fund 2.

90. The foregoing attestations in the initial Form D notice for Fund 2 were false in many material respects. Contrary to the representations in the Form D filing, Fund 2 already had sold unregistered securities to far more than 10 unaccredited investors, the fund had paid commissions to its sales agents, those commissions did not qualify as "Finders' Fees," the amount of those commissions was far greater than $250,000 (as sales commissions ranged from 10–12% of the amounts paid by investors), and Davison was not the sole promoter of the fund. Wassgren knew that these attestations in the Form D notice were false and that accordingly the securities issued by Fund 2 were not exempt from registration under the applicable federal and state securities laws.

91. Moreover, as Wassgren knew, the scheme to split unaccredited investors between Fund 1 and Fund 2 was wholly ineffective to salvage the claimed registration exemption because the unregistered securities were being sold as part of an ongoing, integrated single offering. Among other things, the offerings were part of a single plan of financing, involved issuance of the same

class of security, were made at or about the same time, involved the same type of consideration and were made for the same general purpose. Furthermore, the safe harbor allowed by 17 CFR § 230.502 was not available because the offerings were not made more than six months apart with no offers of the same or similar securities being made in between. Thus, even if the number of unaccredited investors reported for Fund 1 and Fund 2 in the Form D filings were correct (which they were not), Wassgren knew there were at least 41 unaccredited investors in the single integrated offering (31 unaccredited investors in Fund 1 and 10 unaccredited investors in Fund 2), once again confirming that the funds were illegally selling unregistered securities using unlicensed sales agents in violation of the federal and state securities laws.

92. Wassgren was well aware that the integrated serial funds that he advised EquiAlt to form in an attempt to deceive investors into believing that the Funds complied with the federal and state securities laws exposed EquiAlt and its managers to criminal prosecution and civil actions by investors. As Wassgren himself wrote in a 2016 article:

> [M]any developers may still need to turn to other forms of equity. In addition to crowdfunding, issuers may raise capital through more established exemptions such as Rule 506(b) and Rule 506(c). It is critical, however, that such developers or project sponsors seek the advice of securities counsel to ensure each offering complies fully with the associated rules and to prevent integration among multiple offerings, which could render each of them ineffective and, therefore, produce an illegal offering. As I have often counseled clients over the years, no one looks good in an orange jumpsuit. Even if criminal prosecutions for securities law violations are rare, they are best avoided, along with the associated civil actions brought by investors when securities laws have not been strictly followed.

P. Wassgren, "Thinking About Crowdfunding Your Next Syndicated Deal" (February 17, 2016) available at https://dailyproperties.com/real-estate-crowdfunding-rules-regulations/

93. The pattern of false Form D filings by CEO Davison, all made with the knowledge and active assistance of Wassgren, continued over the following years. Fund 2 filed an amended Form D notice on April 26, 2016, less than a month after its initial Form D was filed. The amended

Form D for Fund 2 contained the same false statements as its initial Form D, but eliminated the language contained in the initial notice disclosing that Fund 2 sales agents were actively soliciting sales from investors residing in Arizona, California, Colorado, Massachusetts, Nevada and Utah. Davison amended the Fund 2 Form D in an attempt to withdraw the issuer's admission that sales agents were actively soliciting investors in the fund, which was inconsistent with Wassgren's attempt to evade the securities law violations by falsely characterizing the unlicensed sales agents as "consultants" receiving only "finders' fees."

94. The Fund 2 Form D filing with the SEC was amended again on August 31, 2017 based on advice from attorney Wassgren. According to this new filing, since the prior amendment on April 26, 2017 Fund 2 had sold an additional $15 million of unregistered securities to an additional 121 investors. Yet, according to the new amended Form D, none of these additional investors was non-accredited and Fund D had paid no additional "finder's fees" for any of the new sales. As Wassgren had to know, these representations in the new amended Form D were patently false. Nonetheless, Davison with the approval of Wassgren once again falsely attested when signing that the contents of the Form D notice were true and correct.

95. Wassgren arranged for the formation of another Nevada LLC, known as EquiAlt Fund III, on June 26, 2013. Although no Form D was ever filed for this short-lived fund, EquiAlt sold approximately $2.6 million of unregistered securities in it between July 2013 and December 2015. EquiAlt began to wind down this fund during 2015, when it transferred its properties to Funds 1 and 2, in exchange for payments from Funds 1 and 2 of $1.63 million. This fund was formally closed in June of 2016, using funds diverted from Funds 1 and 2 to redeem its obligations to remaining investors.

96. On January 20, 2016, EquiAlt formed another Nevada LLC, named EA SIP LLC (Fund 4). EquiAlt began raising capital through the issuance of unregistered EquiAlt Securities by Fund 4 in April 2016. With the knowledge and active assistance of Wassgren, Fund 4 filed an initial Form D on August 5, 2016 for an offering in the total amount of $25 million. Like all the Funds' prior SEC filings, the Fund 4 Form D contained a series of false attestations. Although Fund 4 began selling EquiAlt Securities and paying sales agent commissions four or five months earlier, its Form D represented that the first sale of unregistered securities had yet to occur, that there were no Fund 4 investors and that no commissions or finder's fees had been paid to agents. And, as with the other Form D filings, the initial Form D filed with the SEC for Fund 4 failed to disclose that Rybicki was a related person. Nonetheless, Davison falsely attested when signing that the contents of the Form D notice were true and correct.

97. As alleged more fully below, in 2019 the SEC commenced an investigation of EquiAlt and its affiliated entities, including the Funds. DLA Piper attorneys, including Wassgren, represented EquiAlt and its managers in connection with the SEC investigation. Realizing that the jig was up, Wassgren assisted in the preparation of yet another amended Form D notice for Fund 1. By this point, according to the amended Form D, Fund 1 had raised funds from 1,089 investors totaling $103 million. The newly amended Form D belatedly disclosed that Rybicki was a related person for Fund 1 (as he always had been), and now disclosed that Fund 1 had paid "finders' fees" totaling $12,300,000.

2. *Wassgren Derails Arizona's Investigation into EquiAlt's Operations*

98. The SEC investigation was not the first fended off by Wassgren.

99. In early 2013, the Arizona Securities Division ("ASD") had commenced an investigation into potential securities law violations by EquiAlt and its managers, including EquiAlt's illegal sales of unregistered securities. The ASD was investigating whether the EquiAlt

Securities were investment contracts, and hence securities requiring registration, rather than mere fixed-interest promissory notes.

100. As part of the ASD investigation regulatory authorities sought documents and testimony from EquiAlt, Rybicki and various sales agents. EquiAlt and Rybicki were represented in the investigation by Fox Rothschild attorneys Wassgren and Ernest Badway. Thus, on January 30, 2013, attorney Ernest Badway informed the ASD that Fox Rothschild was "representing both Mr. Rybicki and EquiAlt Fund" and that documents would be produced in response to outstanding subpoenas on February 27, 2013. *See* Email from Badway to Millecam dated Jan. 30, 2013, attached as **Exhibit M.** Arrangements were thereafter made for Davison to be examined under oath on March 27, 2013 and for Rybicki to be examined by the ASD the following day.

101. On March 26, 2013, at 1:43 PM, Rybicki sent an email to Fox Rothschild attorneys Badway and Wassgren marked "**Importance:** High." *See* March 26, 2013 Email Chain, attached as **Exhibit N**. Rybicki indicated that he had just spoken to a client and that Davison "wanted me to send the following information:"

> [ASD] Securities officer (Dee Morin) stated to the client that "we (Equialt) should be giving the client a deed of trust on every investment" if not than [sic] ***this is a violation.***
>
> My issue with this is that I am going to be taking a lot of client phone calls in regard to this question. Can you clarify that this is accurate for what we are doing and how to answer this? Also if this is incorrect is there any way of getting a hold of this officer and explaining how this line of questioning and subsequent accusation is not acceptable?

Id. (emphasis added). Thus, Wassgren and the other Fox Rothschild attorney representing EquiAlt were on actual notice that, in the view of the Arizona Securities Division, the EquiAlt "Debentures" were, in reality, unregistered securities rather than traditional debt instruments, given the lack of any deed of trust or other collateral arrangement; and, that the issuance or sale of the unregistered securities was a violation of the Arizona Securities Act. Wassgren already knew,

of course, that the EquiAlt "Debentures" qualified as unregistered securities; that the Equialt "Debentures" had been sold by unlicensed sales agents; and also knew that none of the investors had been offered or given deeds of trust to collateralize their investments.

102. Davison and Rybicki, concerned that Rybicki was "going to taking a lot of client phone calls in regard to this question" by the securities regulators, frantically asked Wassgren whether the ASD's conclusion was "accurate" and sought advice concerning "how [they should] answer this" accusation. *Id.* Wassgren replied to Rybicki's email within 30 minutes, stating that he had discussed Rybicki's concerns with Ernest Badway, and that they had developed the following messaging for the investors:

> Ernie and I spoke briefly, and ***suggest that you advise your investors that the State of Arizona does not understand the deal structure***. Perhaps they will after we complete the examinations under oath.
>
> To be clear, the offering that we set up is an unsecured debt or promissory note offering. The company is offering a fixed return to all investors. This debt obligation is not secured by a deed of trust.
>
> ***If your investors are in doubt, please feel free to mention that the company is represented by a national law firm that timely filed the securities exemption required under Arizona law.***

Id. (emphasis added). As Wassgren recommended, Rybicki passed the message crafted by Wassgren on to EquiAlt sales agents and as well to its investors.

103. Wassgren's statements, made as part of his continuing, active assistance in EquiAlt's ongoing securities laws violations, falsely represented that the EquiAlt Securities were mere fixed rate promissory notes, when he knew that the EquiAlt debentures in actuality were unregistered securities. Moreover, Wassgren's representations that the EquiAlt Securities were exempt from registration based on timely filed securities exemptions were patently false for the reasons alleged above. Wassgren knew and intended that these false representations would be conveyed to the investors to assuage their concerns about the legality of the EquiAlt offerings, and

even encouraged Rybicki to comfort investors that EquiAlt was represented by the "national law firm" of Fox Rothschild.

104. Wassgren thereafter continued to assist EquiAlt in furtherance of the ongoing Ponzi scheme. From 2016, Wassgren prepared and filed Articles of Organization in Florida for no less than 15 different limited liability companies formed by EquiAlt to acquire and hold properties purchased using investor funds.

105. In addition, during 2018 Wassgren represented EquiAlt in the formation of a Real Estate Investment Trust known as the EquiAlt Secured Income Portfolio REIT (the "REIT"), a new entity into which EquiAlt intended to funnel existing investors holding EquiAlt Securities. DLA Piper was paid at nearly $500,00 in legal fees to form the new REIT directly from the bank account containing funds raised from the investors in the other Funds. The draft promotional materials for the REIT, attached as **Exhibit O**, identified "DLA Piper a renowned global law firm as our counsel."

106. EquiAlt intended to raise funds for the REIT using unlicensed sales agents who were to receive substantial commissions for locating and securing new and existing investors. The offering documents for the REIT, once again prepared by Wassgren, contained misrepresentations and omitted material facts, comparable to those infecting the offering documents Wassgren prepared for the Funds.

107. In reality, the REIT was formed with the active assistance and based on the advice of Wassgren, in an attempt to sanitize the securities laws violations associated with the prior offerings. Thus, $4.8 million of the $5.9 million raised for the REIT resulted from redemptions of EquiAlt Securities held by existing investors reinvesting in the REIT. And, as the SEC was closing

in on the EquiAlt Ponzi scheme, Wassgren and other DLA attorneys were counseling Davison to terminate and convert the REIT into a private partnership. [ECF No. 164-3, Ex. 2].

108. Also, in 2018, Wassgren assisted the EquiAlt managers in forming yet another entity in furtherance of the fraudulent Ponzi scheme. The new fund, organized as a Qualified Opportunity Zone (the "QOZ") offering, purportedly would provide investors willing to hold for 10 years with a non-taxable compounded return of 6%. Once again, with the knowledge of Wassgren, Rybicki reached out to the network of unlicensed sales agents who were used to market and sell the EquiAlt unregistered securities. Also, like the REIT, the offering materials drafted by Wassgren for the QOZ were riddled with material misrepresentations and omissions concerning Davison and Rybicki, the ongoing securities laws violations (both the prior violations and those associated with the QOZ) and the financial failure of the EquiAlt Funds being operated as an ongoing Ponzi scheme.

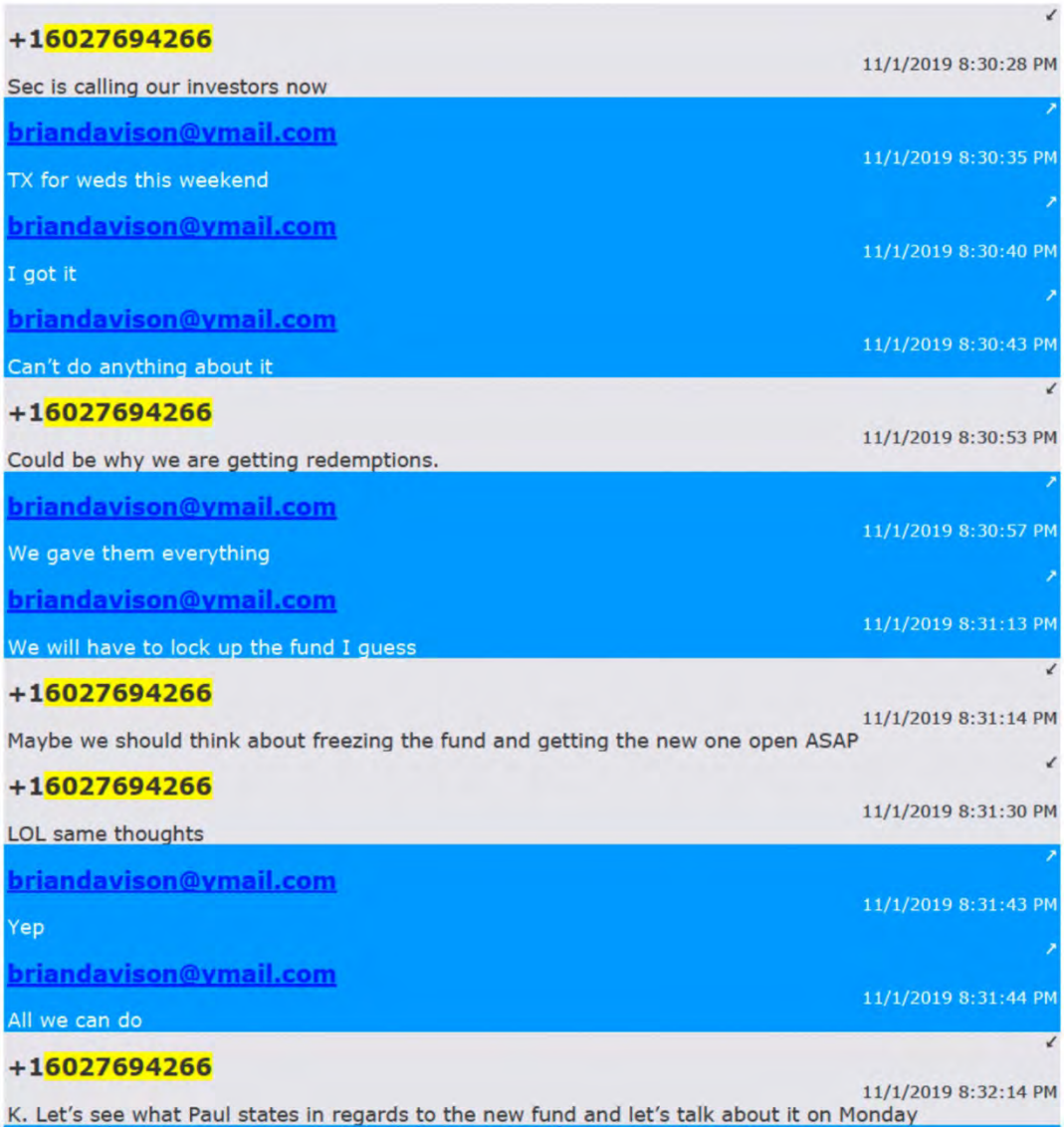
109. Indeed, Wassgren and DLA Piper continued to assist EquiAlt in connection with the REIT and QOZ offerings, which were designed to raise additional funds from investors to allow Davison and Rybicki to perpetuate the ongoing Ponzi scheme, even as the SEC investigation was proceeding and at the same time the SEC was securing its injunction against EquiAlt. [ECF No. 164-3 at 2].

E. The SEC Finally Shuts Down EquiAlt's Illegal Securities Sales

110. By the Spring of 2019, at the latest, the SEC commenced an investigation into the activities of EquiAlt, the Funds, Davison, and Rybicki styled as "In the Matter of Certain Unregistered Securities Transactions." As part of the investigation, the SEC issued subpoenas to the EquiAlt entities, Davison, and Rybicki, conducted on-site inspections at the EquiAlt offices and, in August of 2019, the SEC issued subpoenas for documents and testimony to various sales agents.

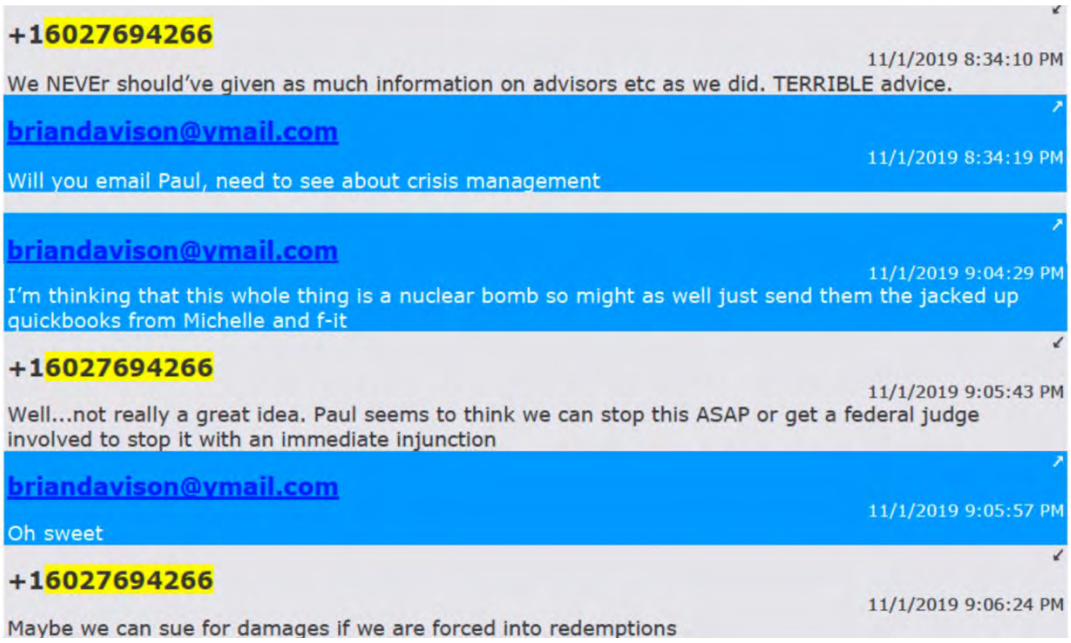
111. Notwithstanding the fact that Wassgren and other DLA Piper lawyers were material witnesses to the underlying securities law violations, DLA Piper continued to represent EquiAlt, the EquiAlt Funds, Davison and Rybicki in the SEC investigation, with DLA Piper attorney Jessica Masella serving as lead counsel. In early September 2019, Rybicki sent emails to various sales agents who had received SEC subpoenas, recommending that they retain a single lawyer to represent them "so we don't have any issues with multiple representatives while going through this" SEC investigation. *See* Email from Rybicki dated Sept. 6, 2019, attached as **Exhibit P**. Rybicki recommended, based on the advice of DLA Piper, that the agents retain attorney Amy Lester and told them that EquiAlt would "do our best to help with your cost for this but we really need to know how many Advisors have been or will be receiving a subpoena before we can commit to a dollar amount etc." *Id.*

112. By November of 2019, the SEC had secured documents and other information through the ongoing investigation and was reaching out to investors. Davison and Rybicki were frantic that the SEC proceedings would cause a run on the bank as additional investors demanded redemptions. With input and advice from Wassgren, they considered closing Fund I and moving money into the REIT that Wassgren was forming for them. The following exchange of text messages between Davison and Rybicki confirms Wassgren's deep involvement in the scheme to close the fund that was the subject of ongoing SEC scrutiny and use the REIT (which was to be a registered entity) as a mechanism to sanitize the rampant prior securities law violations and to perpetuate the Ponzi scheme:



[ECF No. 164-1 at 23-24]

113. Lamenting the fact that DLA Piper had turned over too much information to the SEC concerning EquiAlt's use of unlicensed sales agents, Davison and Rybicki turned to Wassgren for "crisis management" and with the hope that he could obtain an injunction to thwart the ongoing SEC investigation:



[ECF No. 164-1 at 24-25]

114. Davison and Rybicki further lamented that investors were "taking calls from the SEC and then blowing us or the advisors up!" [ECF No. 164-1 at 27]. Davison and Rybicki voiced their frustrations that DLA Piper "should have controlled this [the SEC investigation] better from the start." Davison and Rybicki blamed EquiAlt's registration violations on Wassgren and confirmed that the DLA lawyers had gained knowledge of EquiAlt's accounting and finances. *Id.*

115. On February 11, 2020, the SEC commenced the SEC Action against EquiAlt and others to, among other things, halt the ongoing sale of the EquiAlt Securities, through which EquiAlt had by that time raised over $170 million from Plaintiffs and some 1,100 other investors nationwide, through the efforts of numerous unlicensed sales agents. *See* **Ex. A.**

116. The EquiAlt Securities purchased by Plaintiffs are now worthless.

117. Shortly after the SEC complaint against EquiAlt was unsealed and the SEC's allegations made public, DLA Piper scrubbed the DLA-EquiAlt Posts from its website.

F. The Non-Defendants Sales Agents Owed Plaintiffs Fiduciary Duties

118. Although the EquiAlt sales agents were not registered with the SEC or the Financial Regulatory Authority (FINRA) to sell securities, they have the same fiduciary duties as any FINRA registered financial advisor, broker or other SEC or state registered investment advisor.

119. EquiAlt solicited and sold EquiAlt unregistered securities through EquiAlt authorized sales agents, who acted as *de facto* investment advisors or brokers or financial advisors.

120. Each of the EquiAlt sales agents that sold EquiAlt Securities to the Plaintiffs were: (1) engaged in the business of effecting transactions in securities for the account of others, (2) received transaction-based commissions, (3) provided advice and recommendations as to investment in EquiAlt Securities, (4) actively solicited investments in EquiAlt Securities, and (5) held themselves out as investment advisors, so their mere failure to register as a "broker" or "investment advisor" does not excuse them from the fiduciary and other duties which attach to such activities. Indeed, under Fla. Stat. 517.021 (14(a)), it defines an "investment advisor" as "any person who receives compensation, ... and engages for all or part of her or his time, ... in the business of advising others as to the value of securities or as to the advisability of investments in, purchasing of, or selling of securities"), and similarly, under the SEC Act, 15 U.S.C. § 78c(a)(4), it defines "broker" to be "any person who engaged in the business of effecting transactions in securities for the account of others".

121. Here, each of the EquiAlt sales agents who sold EquiAlt Securities received transaction based commissions.

122. Further, the EquiAlt sales agents actively found investors, provided advice or valuation as to the merit of the EquiAlt investment, and received a commission on each sale.

123. EquiAlt and its sales agents obtained the trust and confidence of the Plaintiffs by purporting to have superior knowledge and expertise in the EquiAlt investments, and, in each instance, in essence advised the Plaintiffs that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities." *See, e.g.*, Exs. G & H.

124. Based on the totality of above information that was disseminated by EquiAlt and its sales agents, their representations of expertise or superior knowledge in EquiAlt investments and the purported safety of the EquiAlt investments, EquiAlt and its financial advisors gained the trust and confidence from the Plaintiffs, and that trust and confidence was reposed in EquiAlt and its financial advisors. This trust and confidence obtained from the Plaintiffs by EquiAlt sales agents and EquiAlt employees created a fiduciary duty owed to the Plaintiffs.

125. EquiAlt and the EquiAlt financial advisors breached their fiduciary duty to the Plaintiffs via their misconduct, more particularly described throughout this complaint, including, but not limited to:

a. Failing to disclose that the EquiAlt Securities were not exempt from registration;

b. Failing to disclose that the EquiAlt Securities were being sold in violation of state and federal securities registration laws;

c. Failing to disclose that EquiAlt Securities were sold via misrepresentations and omissions of material facts as described in this complaint;

d. Failing to disclose that the EquiAlt Securities were sold by unlicensed sales agents, aka investment advisors or brokers, who were required by law to be licensed in order to sell EquiAlt Securities;

e. Failing to disclose that EquiAlt was being operated as a Ponzi scheme, where later investors' monies were being used to pay interest returns and principal to earlier investors;

f. Failing to disclose that EquiAlt's net income, without new investor money, was insufficient to pay its obligations as they came due in the ordinary course of their business;

g. Failing to disclose that there were regulatory inquiries from regulators who were investigating the legality of the sale of EquiAlt Securities;

h. Failing to adequately investigate the EquiAlt operations and investments, such as failing to obtain audited financial statements to confirm the viability of the EquiAlt investments;

i. Failing to fully explain the risks of the EquiAlt Securities that were part of a Ponzi scheme;

j. Failing to study the EquiAlt investments so as to be adequately informed as to its nature, price and financial prognosis;

k. Failing to refrain from self-dealing in that the EquiAlt advisors knew that they did not have verifiable, audited financial information, but yet touted the EquiAlt investments as fully secured by real estate, in order to earn a large commission on each sale;

l. Failing to contact their state securities regulator, FINRA or the SEC to confirm whether they could legally sell EquiAlt Securities without a license;

m. Failing to contact their state securities regulator or the SEC to confirm whether EquiAlt Securities could be sold without registration or a proper exemption from registration; and

n. Failing to obtain a securities license or registration as a broker-dealer before selling EquiAlt Securities.

G. APPLICATION OF THE DISCOVERY RULE, THE FRAUDULENT CONCEALMENT DOCTRINE AND EQUITABLE TOLLING

126. Plaintiffs and the class members had no reason to suspect they had sustained injuries caused by Defendants' wrongful conduct alleged herein until the SEC filed its complaint on February 11, 2020, or later and, despite reasonable investigation, Plaintiffs were unaware until then of a factual basis for the causes of action alleged herein. Plaintiffs and the class members likewise did not and could not reasonably have discovered the alleged breaches of fiduciary duties, misrepresentations and corresponding securities violations and fraud until the SEC filed its complaint, at the earliest.

127. As alleged above, the EquiAlt marketing brochures, sales solicitation documents, PPMs and subscription agreements all made false representations and failed to disclose material information concerning the safety and liquidity of the EquiAlt Securities, the risks associated with investments in the EquiAlt Securities, EquiAlt's compliance with the securities laws, the experience and qualifications of EquiAlt management and the quality and values of the real estate previously acquired and to be acquired by the EquiAlt Funds.

128. EquiAlt and Defendants never disclosed or suggested to Plaintiffs and the class members that EquiAlt and the EquiAlt funds were being operated as part of a massive Ponzi scheme or that the EquiAlt managers were diverting millions of dollars in EquiAlt assets for their own personal gain. Nor did EquiAlt or Defendants disclose to the investors that properties and assets were being transferred between and among the EquiAlt Funds in furtherance of the ongoing Ponzi scheme and breaches of fiduciary duties.

129. Despite their periodic inquiries and efforts to monitor the status of their investments in the EquiAlt Securities, Plaintiffs and the class members lacked any ability to discover the true financial condition of the EquiAlt Funds or the profligate way EquiAlt was being managed and operated. EquiAlt provided no audited or unaudited financial statements to the investors, distributed no written reports describing or summarizing EquiAlt's operations or financial condition, nor did EquiAlt provide any specific information concerning the properties supposedly acquired, appraisals or appraised values of the properties, details concerning the acquisition or sales of the properties supposedly bought and sold by the EquiAlt Funds or any comparable information. To the contrary, all information concerning EquiAlt's operations, financial condition, profits and losses, intra-fund transfers, payments to management and the status of the properties acquired by the EquiAlt Funds and EquiAlt's securities law violations was and remained in the exclusive possession and control of EquiAlt management and/or Defendants.

130. There was simply no possible avenue for Plaintiffs or the class members to pursue or obtain the information necessary for them to discover the wrongdoing alleged herein until the SEC filed its complaint revealing the Ponzi scheme, at the earliest.

131. In addition, Plaintiffs and the class members could not reasonably have discovered the wrongdoing earlier due to the active, ongoing fraudulent concealment of the true facts by EquiAlt and the Defendants. Indeed, in addition to the fraudulent misrepresentations by EquiAlt management, Defendants made affirmative false representations to the investors in the PPMs and other documents drafted by Defendants concerning EquiAlt's compliance with the federal and state securities laws.

132. Under the fraudulent concealment and equitable tolling doctrines applicable to the claims alleged herein, the limitations periods applicable to the claims asserted in this action were

tolled through February 11, 2020, at the earliest, based on the active deception of EquiAlt and the Defendants in concealing Plaintiffs' causes of action.

PLAINTIFF-SPECIFIC ALLEGATIONS

Plaintiffs Richard and Phyllis Gleinn

133. Plaintiffs Richard and Phyllis Gleinn are husband and wife who reside in Sumter County, Florida. The Gleinns invested $50,000 in 2016, which investment matured in 2019. On April 11, 2019, Andre Sears reached out to the Gleinns to solicit them to reinvest with EquiAlt. At or about that time, between April 11, 2019 and April 25, 2019, they were again solicited to "renew" and "add to" their EquiAlt investment. The Gleinns invested $150,000 in EquiAlt Fund II on or about April 25, 2019 and sent their funds to EquiAlt on or about May 1, 2019. The Gleinn's EquiAlt investment contract is attached hereto as **Exhibit Q.**

Plaintiff Cary Toone

134. Plaintiff Cary Toone is a resident of Gilbert, Arizona. Following a solicitation by an unlicensed EquiAlt sales agent, Toone purchased $30,000 of Fund 2 on September 26, 2019 and $60,000 of EquiAlt Fund LLC for his IRA on April 8, 2019. Toone's EquiAlt investment contracts are appended hereto as **Exhibit R.** Toone is not an accredited investor.

Plaintiffs John and Maria Celli

135. Plaintiffs John and Maria Celli are husband and wife who reside in Prescott, Arizona and invested $50,000 in EquiAlt Securities on August 7, 2019. The Celli's EquiAlt investment contract is appended hereto as **Exhibit S.**

Plaintiff Eva Meier

136. Plaintiff Eva Meier is a resident of San Diego County, California and initially solicited to invest $100,000 from her IRA into EquiAlt Fund LLC and made the first investment

in or about September 29, 2017. In or about January 6, 2020, Meier invested additional monies with EquiAlt. On or about January 6, 2020, Meier invested $73,229.81 in EquiAlt Fund II from her beneficiary IRA account, an additional $74,716 in EquiAlt Fund II from her SEP IRA. Meier's EquiAlt investment contract is appended hereto as **Exhibit T.**

Plaintiff Georgia Murphy

137. Plaintiff Georgia Murphy funded that $250,000 investment in or about December 21, 2016. Later, in or about January 30, 2018, Murphy was solicited by Armijo to transfer $150,000 from her EquiAlt Fund LLC investment and roll that into the EquiAlt Secured Income Portfolio. Murphy's EquiAlt investment contract is appended hereto as **Exhibit U.**

Plaintiffs Steven and Tracey Rubinstein

138. Plaintiffs Steven and Tracey Rubinstein are husband and wife, and serve as co-trustees of the Rubinstein Family Trust dated 6/25/2010. On January 31, 2020, the Rubinsteins purchased a $75,000 investment with Fund 2, at an annual rate of 8.00%, with a 48-month term. The Rubinstein's investment contract is appended hereto as **Exhibit V.**

Plaintiff Bertram D. Greenberg

139. Plaintiff Greenberg was on April 3, 2018, sold a $50,000 investment in Fund 1 at his home in Santa Clara County, California. Plaintiff Greenberg was 89 years of age at the time of the offer and sale of the EquiAlt Debenture. Greenberg's EquiAlt investment contract is appended hereto as **Exhibit W.**

Plaintiffs Bruce R. and Geraldine Hannen

140. Plaintiffs Bruce R. and Geraldine Mary Hannen are spouses who were introduced to EquiAlt and the EquiAlt Debentures by unlicensed EquiAlt employees Andre Sears and Maria-Antonia Sears d/b/a The Picasso Group. On July 26, 2016, the Hannens purchased their first

EquiAlt Debenture, making a $200,000 investment with EquiAlt Fund II, at an annual rate of 9.25%, with a 36-month term. On July 13, 2019, and at the end of the 36-month term, the Hannens renewed their EquiAlt investment, purchasing an EquiAlt Debentures for $200,000 with EquiAlt Fund II, at an annual rate of 9.00%, with a 36-month term. The Hannens' investment contracts are appended hereto as **Exhibit X**.

Plaintiffs Rory O'Neal and Marcia O'Neal

141. Plaintiffs Rory and Marcia O'Neal are husband and wife who reside in Reno County, Nevada and who were introduced to EquiAlt and the EquiAlt Debentures by Bobby Armijo of Joseph Financial. On August 21, 2017, the O'Neals invested $200,000 from Marcia O'Neal's IRA in EquiAlt Fund 1 through the acquisition of a debenture security with an annual interest rate of 12%, with a 36-month term. Then, on January 18, 2018, Marcia O'Neal transferred the $200,000 investment from Fund 1 to Fund 4. In exchange, Marcia O'Neal received Stock Certificate Number 16, with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in January 2019 and every quarter thereafter. On October 26, 2017, the O'Neals invested $50,000 from Rory O'Neal's IRA in EquiAlt Fund 1 through the acquisition of a debenture security with a 12% interest rate and a 36-month term. On January 18, 2018, Rory O'Neal transferred the $50,000 investment from Fund 1 to Fund 4. In exchange, Marcia O'Neal received Stock Certificate Number 17, with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in January 2019 and every quarter thereafter. On The O'Neals' investment contracts are appended hereto as **Exhibit Z**.

Plaintiff Sean O'Neal

142. Plaintiff Sean O'Neal resides in Reno County, Nevada and was introduced to EquiAlt and the EquiAlt Debentures by Bobby Armijo of Joseph Financial.. On or about December 8, 2016, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 10% annual interest rate and a 36-month term. On or about October 3, 2017, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 12% annual interest rate and a 36-month term. On or about October 18, 2017, Sean O'Neal invested $1,000,000 as trustee of The O'Neal Family Trust Dated April 6, 2004, as amended, in Fund 1, with a 12% annual interest rate and a 36-month term. On January 18, 2018, Sean O'Neal transferred a $1,000,000 investment from Fund 1 to Fund 4. In exchange, Sean O'Neal received Stock certificate number 22, with a with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in April 2019 and every quarter thereafter. On May 15, 2018, Sean O'Neal transferred a $2,000,000 investment from Fund 1 to Fund 4. In exchange, Sean O'Neal received Stock certificates number 5, with a with a floor rate of 7% annually with bonus dividend paid in first quarter of the following year and quarterly payments to being in April 2019 and every quarter thereafter. O'Neal's investment contracts are appended hereto as **Exhibit AA**.

Plaintiff Robert Cobleigh

143. Plaintiff Robert Cobleigh resides in El Centro, California. On September 20, 2019, Robert Cobleigh invested $270,000 of his savings in EquiAlt Fund 2, purchasing a debenture with a 48-month term and 8.00% interest. Two months later, Cobleigh invested another $250,000 in EquiAlt Fund 1, purchasing a debenture with a 48-month term and 8.00% interest. Cobleigh's investment contracts are appended hereto as **Exhibit BB**.

CLASS ALLEGATIONS

144. Plaintiffs bring assert their claims on behalf of themselves and the following four classes of similarly situated investors in Florida, California, Arizona, Colorado, and Nevada:

> **The Florida Class**: 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.
>
> **The California Class**: 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.
>
> **The California Elder Subclass**: All California residents who were at least 65 years of age when sold an EquiAlt Security.
>
> **The Arizona Class**: 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.
>
> **The Colorado Class**: 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.
>
> **The Nevada Class:** 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.

(collectively, "the Classes"). 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.

145. ***Size of Classes:*** EquiAlt Securities were sold to approximately 1,100 investors nationwide, with hundreds of investors located in Florida, California, Arizona, Colorado, and Nevada. Because there are hundreds of members of each of the Classes described in the foregoing paragraph, joinder of all members is impracticable. The identities and addresses of the members of these Classes can be readily ascertained from business records maintained by EquiAlt.

146. ***Adequacy of Representation*:** Plaintiffs are willing and prepared to serve the Court and the proposed Classes in a representative capacity. Plaintiffs will fairly and adequately protect the interests of the Classes and have no interests that are adverse to, or which materially and irreconcilably conflict with, the interests of the other members of the Classes. The self-interests of Plaintiffs are co-extensive with and not antagonistic to those of absent Class members. Plaintiffs will undertake to represent and protect the interests of absent Class members. Plaintiffs have engaged the services of counsel indicated below who are experienced in complex class litigation and life insurance matters, will adequately prosecute this action, and will assert and protect the rights of and otherwise represent Plaintiffs and the putative Class members.

147. ***The Commonality of Questions of the Law and Fact***: The claims of Plaintiffs and putative Class Members involve common questions of law and fact., including

a. Whether the EquiAlt Securities constituted "securities" with the meaning of the Federal securities statutes;

b. Whether the EquiAlt Securities were exempt from registration under the federal securities statutes;

c. Whether the EquiAlt Securities constituted "securities" with the meaning of the pertinent State securities statutes;

d. Whether the EquiAlt Securities were exempt from registration under the pertinent State securities statutes;

e. Whether the sale of the EquiAlt Securities though the Funds constituted an integrated offering;

f. Whether EquiAlt intended to sell and did in fact sell its securities to more than 35 non-accredited investors through the Funds;

g. Whether EquiAlt engaged directly and through its agents in general solicitations and advertising to market its unregistered securities;

h. Whether EquiAlt made commission payments to its unlicensed sales agents not disclosed in its SEC filings claiming the Reg D exemption from registration;

i. Whether EquiAlt would and did fail to provide investors with information and disclosures required by Regulation D, including audited financial statements;

j. Whether the EquiAlt PPMs contained materially false and misleading statements;

k. Whether the EquiAlt Form D filings contained materially false and misleading statements;

l. Whether Defendants were knowing participants in the ongoing illegal sales of securities by EquiAlt and the Non-Defendant Promoters;

m. Whether Defendants played a substantial role in inducing the illegal sales of EquiAlt Securities;

n. Whether Defendants lent substantial assistance to an ongoing scheme to defraud Plaintiffs and the other members of the Classes;

o. Whether Defendants were professionally obligated to terminate their representation of EquiAlt to avoid covering-up and assisting the ongoing (and past) fraud perpetrated by it and the Non-Defendant Promoters;

p. Whether Defendants' actions constitute primary violations of the pertinent State securities statutes;

q. Whether Defendants' actions constitute secondary violations of the pertinent State securities statutes;

r. Whether Defendants' actions constitute aiding and abetting of violations of the pertinent State securities statutes;

s. Whether Defendants' actions constitute aiding and abetting fraud;

t. Whether Defendants' actions constitute aiding and abetting breach of fiduciary duty;

u. Whether Defendants' actions constitute civil conspiracy;

v. Whether Defendants' actions constitute statutory Elder Abuse under California law;

w. Whether Defendants' actions constitute a violation of any prong of California's unfair Competition Law;

x. Whether Plaintiffs and members the Classes have been damaged, and if so, are eligible for and entitled to compensatory and punitive damages;

y. Whether EquiAlt sales agents were required to be licensed under state or federal securities laws;

z. Whether EquiAlt was operating as an unlicensed broker-dealer; and

aa. Whether Plaintiffs and Members of the Classes are entitled to other, equitable relief.

148. ***Typicality of the Claims or Defenses of the Class Representatives***: Plaintiffs' claims and defenses are typical of the claims and defenses of the putative Class Members.

149. ***Rule 23(b)(3)***: This action is appropriate as a class action pursuant to Federal Rule of Civil Procedure 23 (b)(3). The common questions of law and fact listed above predominate over any individualized questions. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, for the following reasons:

a. Given the age of Class Members, many of whom are elderly and have limited resources, the complexity of the issues involved in this action and the expense of litigating the claims, few, if any, Class Members could afford to seek legal redress individually for the wrongs that Defendants have committed against them, and absent Class Members have no substantial interest in individually controlling the prosecution of individual actions;

b. Once Defendants' liability has been adjudicated respecting the EquiAlt Securities, claims of all Class Members can be determined by the Court;

c. This action will ensure an orderly and expeditious administration of the Class's claims and foster economies of time, effort, and expense, and ensure uniformity of decisions; and

d. This action does not present any undue difficulties that would impede its management by the Court as a class action.

A class action is thus superior to other available means for the fair and efficient adjudication of this controversy.

150. ***Nature of Notice to the Proposed Classes.*** The names and addresses of all Class Members are contained in the business records maintained by Defendant and are readily available to Defendant. The Class Members are readily and objectively identifiable. Plaintiffs contemplate that notice will be provided to Class Members by e-mail, mail, and published notice.

CLAIMS FOR RELIEF

THE FLORIDA CLAIMS

COUNT I

Aiding and Abetting Fraud
(Individually and on behalf of the Florida Class)

151. Plaintiffs Gleinn repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

152. EquiAlt and its sales agents, consistent with the brochures, told Plaintiffs words to the effect that that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities.

153. EquiAlt and the EquiAlt financial advisors made misrepresentations and omitted material facts to the Plaintiffs via their misconduct.

154. The Defendants substantially assisted or encouraged the wrongdoing that constituted the Ponzi scheme fraud conducted EquiAlt and its unlicensed sales agents; further, Defendants had knowledge of such fraud, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

155. Defendants stepped out of their normal role as attorneys and participated in the fraud, by participating in the creation of documents which contain clear misstatements and omit material facts that should have been disclosed to the Plaintiffs, and by other actions described in this complaint.

156. Defendants' aiding and abetting the EquiAlt fraud caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

COUNT II

Aiding and Abetting Breach of Fiduciary Duty (Individually and on behalf of the Florida Class)

157. Plaintiffs Gleinns repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

158. As alleged above, EquiAlt and the EquiAlt sales agents breached their fiduciary duties to the Plaintiffs.

159. The Defendants substantially assisted or encouraged the wrongdoing that constituted the breach of fiduciary duty owed by the EquiAlt and its sales agents; further, Defendants had knowledge of such breach, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

160. Defendants' aiding and abetting the breach of fiduciary duty cannot be excused by a "see no evil, hear no evil" approach, as that would otherwise encourage attorneys to aid clients in fraud by willful blindness.

161. Defendants' aiding and abetting the breach of fiduciary duty caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

COUNT III

Civil Conspiracy
(Individually and on behalf of the Florida Class)

162. Plaintiffs Gleinn repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

163. EquiAlt and its sales agents, consistent with the brochures, told Plaintiffs that their investment was backed by real estate, was a safe or secure fixed income investment, and that EquiAlt had a successful track record. The sales agents also gave out EquiAlt brochures to investors. The sales agents also gave out EquiAlt brochures to investors which stated that investors could contact EquiAlt's attorney and that it is "independent from EquiAlt LLC and can give you some insight into the fund and its activities."

164. EquiAlt's CEO entered into one or more agreements with Defendants to create various private placements to raise money for EquiAlt. That agreement included the drafting of indentures, finder fee contracts, subscription agreements and Private Placement Memoranda for each of the offerings.

165. Defendants engaged in unlawful acts with EquiAlt, namely, the misrepresentation of EquiAlt private placements as properly exempt under the securities laws, and the use of unlicensed sales agents, which Defendants knew were not allowed to sell private placements without a proper securities license with state and federal regulators.

166. The Defendants' conspiracy substantially assisted or encouraged the wrongdoing that constituted the Ponzi scheme fraud conducted by EquiAlt and its unlicensed sales agents; further, Defendants had knowledge of such fraud, because they actively participated in the making the sale by their actions or by stepping outside of their normal role as attorneys providing routine legal advice, under the totality of the events as more fully described in this complaint.

167. Defendants' conspiracy with EquiAlt to evade the securities laws with respect to registration, exemption from registration and the use of unlicensed sales agents caused damages to the Plaintiffs.

168. Defendants conspiracy with EquiAlt to commit fraud cannot be excused by a "see no evil, hear no evil" approach, as that would otherwise encourage attorneys to aid clients in fraud by willful blindness. Plaintiffs allege that the Defendants had actual knowledge, which can be inferred from the totality of the circumstances of the events plead in this complaint. Plaintiffs lack access to the very discovery materials which would illuminate the Defendants' state of mind. But participants in a fraud do not affirmatively declare to the world that they are engaged in the perpetration of a fraud. Intent to commit fraud is to be divined from surrounding circumstances, and in this case, the Plaintiffs plead that the Defendants stepped out of their normal role as attorneys and participated in the fraud, by participating in the creation of documents which contain clear misstatements and omit material facts that should have been disclosed to the Plaintiffs, and by other actions described in this complaint.

169. Defendants' conspiracy with EquiAlt to commit fraud caused damages to the Plaintiffs in the amount of their lost investments, believed to be $170 million dollars, less interest payments.

THE CALIFORNIA CLAIMS

COUNT IV

Violations of the CSL
(Individually and on behalf of the California Class)

170. Plaintiffs Murphy, Meier, Greenberg, and Cobleigh repeat and re-allege the allegations contained in paragraphs 1–150 above, as if fully set forth herein.

171. California Corp. Code § 25110 prohibits the offer or sale by any person in California of securities that are not qualified through registration. California Corp. Code § 25503 affords a statutory cause of action to victimized investors for violations of Section 25110. Finally, California Corp. Code § 25504.1 extends liability under Section 25503 to any person who materially assists in a violation of Section 25110 and makes them jointly and severally liable with any other person liable under Section 25503.

172. EquiAlt with Defendants' material assistance offered and sold the EquiAlt Securities in California without being properly registered or qualified for offer or sale either with any federal or California regulator.

173. Plaintiffs contend that secondary liability for materially assisting a strict liability violation of the qualification requirements of Section 25110 does not require proof that Defendants intended "to deceive or defraud." However, Plaintiffs in the alternative contend that even if so, Defendants' knowledge of and participation in EquiAlt's non-compliance with the CSL establishes their intent to deceive investors regarding the purported exemption of the EquiAlt Securities from the qualification and licensing requirements of the CSL.

174. California Corp. Code § 25210(b) provides:

> No person shall, … on behalf of an issuer, effect any transaction in, or induce or attempt to induce the purchase or sale of, any security in this state unless [a licensed] broker-dealer and agent have complied with any rules as the commissioner may adopt for the qualification and employment of those agents.

175. Defendants breached Section 25210(b) by encouraging Lifeline and other broker-dealers and agents to offer and sell the EquiAlt Securities despite the fact that (a) such securities were not qualified under the CSL and (b) such broker-dealers and agents were not licensed under the CSL.

176. California Corp. Code § 25501.5 affords a statutory cause of action to victimized investors for violations of Section 25210(b).

177. California Corp. Code § 25401 prohibits fraud in the offer or sale by any person in California of securities. California Corp. Code § 25501 affords a statutory cause of action to victimized investors for violations of Section 25401. Finally, California Corp. Code § 25504.1 extends liability under Section 25503 to any person who materially assists in a violation of Section 25401 with the intent to deceive or defraud, and makes them jointly and severally liable with any other person liable under Section 25503.

178. EquiAlt, with Defendants' material assistance, offered and sold the EquiAlt Securities in California by means of any written or oral communication that includes an untrue statement of a material fact or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which the statements were made, not misleading.

179. Defendants are accordingly joint and severally liable to Plaintiffs for rescissionary damages under Cal. Corp. Code. § 25504.1.

180. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Cal. Corp. Code § 25503.

COUNT V

Aiding and Abetting Breach of Fiduciary Duty (Individually and on behalf of the California Class)

181. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

182. Based on (a) their respective sales agent's assumption of the role of a securities broker advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and

Plaintiffs' funds to EquiAlt for investment, those sales agents owed Plaintiffs fiduciary duties of loyalty and full disclosure, which were breached by their receipt of commissions in connection unlawful offer and sale to Plaintiffs of unqualified securities through unlicensed broker-dealers and sales agents.

183. Defendants had actual knowledge of the breaches of such fiduciary duties by the sales agent and the other unlicensed broker-dealers EquiAlt utilized to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the breaches, and their conduct was a substantial factor in causing harm to Plaintiff.

184. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its broker-dealers and sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

185. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT VI

Aiding and Abetting Fraud and Deceit
(Individually and on behalf of the California Class)

186. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

187. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors.

188. Plaintiffs and the members of the California Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or

the material omissions and would not have invested in the EquiAlt Securities had they known the true facts. As a consequence, Plaintiffs and the members of the California Class sustained damages.

189. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the California Class.

190. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

191. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

192. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the California Class to punitive and exemplary damages.

COUNT VII

Financial Abuse under the Elder Abuse Act
(Individually and on behalf of the California Subclass)

193. Plaintiffs Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

194. This cause of action is brought under California's Welfare and Institutions Code § 15610, et seq.

195. As alleged above, Plaintiff Greenberg was 89 years or older at all times relevant to this claim. Plaintiff Cobleigh was 80 years old at the time of this claim.

196. California's Elder Abuse Act, Cal. Welf. & Ins. Code § 15610.07, affords a cause of action to person over 65 years of age to recover for "financial abuse."

197. Financial abuse is in turn defined as follows:

> "Financial abuse" of an elder or dependent adult occurs when a person or entity does any of the following:
>
> 1. Takes, secretes, appropriates, obtains, or retains real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both.
>
> 2. Assists in taking, secreting, appropriating, obtaining, or retaining real or personal property of an elder or dependent adult for a wrongful use or with intent to defraud, or both.
>
> ***

California Welf. & Ins. Code § 15610.30(a).

198. A person takes property "for a wrongful use" when he, she or it knew or should have known its conduct was likely to be harmful to the elder. Welf. & Ins. Code § 15610.30(b).

199. The sale of unregistered securities by unlicensed broker-dealers and agents is specifically prohibited in California, for the very reason that it is conduct likely to be harmful to the investor.

200. Through the sale to Plaintiffs Greenberg and Cobleigh of unqualified securities through unlicensed brokers and agents, Defendants engaged in conduct that took, appropriated, obtained and retained Plaintiffs Greenberg's personal property ($50,000 in cash) and Plaintiff Cobleigh's personal property ($520,000) for a wrongful use in violation of Section 15610.30(a)(1).

201. Alternatively, through their participation in the offer and sale to Plaintiffs Greenberg and Cobleigh of unqualified securities through unlicensed brokers and agents, Defendants at a minimum assisted in conduct that took, appropriated, obtained and retained Plaintiff Greenberg's personal property ($50,000 in cash) and Plaintiff Cobleigh's personal property ($520,000) for a wrongful use in violation of § 15610.30(a)(2).

202. Defendants are accordingly liable to Plaintiff for "compensatory damages and all other remedies otherwise provided by law," including reasonable attorney fees and costs. Welf. & Ins. Code § 15657.5(a).

COUNT VIII

Violation of Unfair Competition Law Business & Professions Code § 17200, et seq. (Individually and on behalf of the California Class)

203. Plaintiffs Murphy, Meier, Greenberg and Cobleigh repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

204. California's Unfair Competition Law, Business & Professions Code §§ 17200 *et seq*. (the "UCL") prohibits acts of unlawful and unfair competition, including any "unlawful, unfair or fraudulent business act or practice," any "unfair, deceptive, untrue or misleading advertising" and any act prohibited by Business & Profession Code §17500.

205. Defendants have committed business acts and practices that violate the UCL by aiding and abetting the breaches of fiduciary duties, fraudulent and unfair conduct and unlawful conduct. Defendants' conduct as alleged above constitutes unlawful competition in that, for the reasons set forth above, said acts and practices violate the Corporations Code.

206. The conduct of Defendants as alleged above also constitutes unfair competition in that, for the reasons set forth above, the acts and practices offend public policy and are unethical, oppressive, and unscrupulous, and are substantially injurious to the public.

207. Defendants' conduct was a proximate cause of the injuries to Plaintiffs and the California Class alleged herein, and it caused and continues to cause substantial injury to Plaintiffs and the members of the California Class. By reason of the foregoing, Defendants should be required to pay restitution to Plaintiffs and members of the California Class.

THE ARIZONA CLAIMS

COUNT IX
Violation of A.R.S. § 44-1841
(Individually and on behalf of the Arizona Class)

208. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

209. The investments sold by the Non-Promotor Defendants were securities as defined by the Arizona Securities Act ("the ASA").

210. The sale of non-exempt unregistered securities in Arizona is prohibited by A.R.S. § 44-1841.

211. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1841.

212. The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

213. Defendants "participated in or induced" the unlawful sale of unregistered EquiAlt Securities, by encouraging their offer and sale, among other things preparing the offering documents designed to unlawfully solicit purchasers of the unregistered EquiAlt Securities knowing they were not exempt from registration under the federal and State securities laws, and deterring state regulators from terminating the offering in Arizona.

214. Defendants are thus jointly and severally liable to Plaintiffs under A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1841.

215. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

216. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT X

Violation of A.R.S. §44-1842
(Individually and on behalf of the Arizona Class)

217. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

218. The investments sold by the Non-Promotor Defendants were securities as defined by the ASA.

219. The sale of securities in Arizona by an unregistered dealer is prohibited by A.R.S. § 44-1842.

220. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1842.

221. The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

222. Defendants "participated in or induced" the unlawful sale of EquiAlt Securities by unregistered dealers, by encouraging such sales in Arizona, by among other things covering for the Non-Defendant Promoters' use of the Non-Defendants sales agents to solicit purchasers of the EquiAlt Securities in Arizona.

223. Defendants are thus jointly and severally liable to Plaintiffs under A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1842.

224. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

225. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT XI

Violation of A.R.S. §§ 44-1991(A)
(Individually and on behalf of the Arizona Class)

226. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

227. The investments sold by the Non-Promotor Defendants were securities as defined by the ASA.

228. Under the ASA, it is unlawful to (1) "[e]mploy any device, scheme or artifice to defraud[;]" (2) "[m]ake any untrue statement of material fact, or omit to state any material act necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading[;]" or to (3) "[e]ngage in any transaction, practice or course of business which operates or would operate as a fraud or deceit." A.R.S. § 44-1991(A).

229. Section 44–2001(A) creates a private cause of action for rescission or damages for violations of § 44–1991(A). The ASA extends civil liability beyond the immediate parties to the sale, to all persons "who made, participated in or induced the unlawful sale or purchase." A.R.S. § 44–2003(A).

230. The Non-Promoter Defendants conducted a massive Ponzi scheme raising more than $170 million from over 1,000 investors nationwide, many of them elderly, through the fraudulent sale of unregistered securities. The scheme was perpetuated through material misrepresentations and omissions concerning the Funds' compliance with the federal and State securities laws, the safety and risks of the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs' damages. In particular, the Non-Defendant Promotors in the PPM made the following materially false misrepresentations and omissions, among others:

a. Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"

b. Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"

c. Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"

d. Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered EquiAlt Securities;

e. Falsely overstated the percentage of investor funds that would be used to invest in properties;

f. Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;

g. Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices;

h. Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents; and

i. Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt.

231. Defendants "participated in or induced" the unlawful sale of EquiAlt Securities, by encouraging their offer and sale in Arizona, by among other things preparing the offering documents designed to unlawfully solicit purchasers of the unregistered EquiAlt Securities, by adding a patina of legitimacy to the otherwise unlawful operation, and by concealing the lack of any exemption to registration under either the federal or State securities laws, all of which enabled the scheme to unfold to the detriment of Plaintiffs and the Arizona Class.

232. Defendants acted with the specific intent to facilitate the Non-Defendant Promoters' foregoing wrongful conduct, and knowingly or recklessly misrepresented or omitted facts regarding the need to register the securities that rendered their statements, representations, and documents materially false or misleading.

233. Defendants are thus jointly and severally liable to Plaintiffs within the meaning of A.R.S. § 44-2003(A), to the same extent as the Non-Promoter Defendants for the unlawful sale and violations of A.R.S. § 44-1991(A).

234. Plaintiffs accordingly demand rescission with interest and attorneys' fees as provided in A.R.S. § 44-2001(A).

235. Subject to the recovery of full relief, Plaintiffs tender to Defendants all consideration received in connection with the securities that Plaintiffs purchased and offer to do any other acts necessary for rescission under the common law or A.R.S. § 44-2001(A).

COUNT XII

Aiding and Abetting Fraud
(Individually and on behalf of the Arizona Class)

236. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

237. The Non-Defendant Promoters made uniform and materially false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the federal and State securities laws, the safety and risks of the EquiAlt Securities, the use of funds raised through the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs' damages.

238. In particular, the Non-Defendant Promotors in the PPM made the following materially false misrepresentations and omissions, among others:

a. Falsely stated that "[t]his Offering is being made pursuant to the private offering exemption of Section 4(2) of the [Securities] Act and/or Regulation D promulgated under the Act;"

b. Falsely stated that "[t]his Offering is also being made in strict compliance with the applicable state securities laws;"

c. Falsely stated that "[u]nder no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the [Securities] Act;"

d. Falsely stated that "[t]he Company may utilize the services of one or more registered broker/dealers" to sell the unregistered EquiAlt Securities;

e. Falsely overstated the percentage of investor funds that would be used to invest in properties;

f. Misleadingly omitted to disclose that millions of dollars would be used to pay undisclosed fees and bonuses to EquiAlt and its principals;

g. Misleadingly omitted to disclose that EquiAlt would pocket "discount fees" rather than passing on to the Funds purported savings from listed sale prices;

h. Misleadingly omitted to disclose that monies would be transferred from one Fund to another to pay interest due to investors and failed to adequately disclose that commissions would be paid to unlicensed sales agents; and

i. Misleadingly omitted to disclose that Davison and Rybicki had both filed bankruptcy proceedings during the years prior to the formation of EquiAlt.

239. Defendants were for all times material hereto aware that the information being disseminated by the Non-Defendant Promoters was materially false.

240. Defendants nevertheless rendered substantial assistance and encouragement to the Non-Defendant Promoters' fraudulent conduct, including but not limited to the drafting of the operative PPMs, Subscription Agreements, the EquiAlt Securities, and related organizational and operational agreements and other various regulatory filings, and their several corresponding acts to conceal, omit, and misrepresent material facts to cover up the illicit nature of the Ponzi scheme, all as alleged above with specificity.

241. Defendants thereby aided and abetting the fraud and deceit committed by the Non-Defendant Promotors.

242. Defendants are accordingly jointly and severally liable to Plaintiffs for the fraudulent actions of the Non-Defendant Promoters.

COUNT XIII

Aiding and Abetting Breach of Fiduciary Duty
(Individually and on behalf of the Arizona Class)

243. Plaintiffs Rubinstein, Toone, and Celli, repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

244. The Non-Defendant EquiAlt sales agents who solicited Plaintiffs' investments owed fiduciary duties to Plaintiffs, which derived from their confidential and principal-agent relationship.

245. Given the unbalance of knowledge, Plaintiffs relied heavily upon the Non-Defendant EquiAlt sales agents' representations and advice, and reposed significant trust in the Non-Defendant EquiAlt sales agents.

246. As alleged above, the Non-Defendant EquiAlt sales agents breached their duties to Plaintiffs, including through their receipt of undisclosed and illegal commissions in connection with the unlawful offer and sale to Plaintiffs of unregistered securities through unlicensed broker-dealers and sales agents, causing Plaintiffs damages.

247. Defendants had actual knowledge of the Non-Defendant EquiAlt sales agents' breaches of fiduciary duties.

248. Defendants rendered substantial assistance and encouragement to the Non-Defendant EquiAlt sales agents' breaches and acted to conceal material facts attendant to those breaches, by encouraging them to offer and sell the EquiAlt Securities despite knowing of (a) the lack of registration under either federal or State law, and (b) the lack of any applicable exemption to registration under federal or State law.

249. Defendants are accordingly jointly and severally liable to Plaintiffs for the breach of fiduciary duties by the Non-Defendant Promoters' sales agents.

250. The Non-Defendant Promoters themselves owed fiduciary duties to Plaintiffs under Arizona law.

251. As alleged above, the Non-Defendant Promoters breached their fiduciary obligations to Plaintiffs, including the use through uniform and materially false representations and concealment of material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities, and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors, causing Plaintiffs damages.

252. The Non-Defendant Promoters' breaches of fiduciary duties caused Plaintiffs' damages.

253. Defendants had actual knowledge of the Non-Defendant Promoters' breaches of fiduciary duties and knew the misrepresentations and omissions were materially misleading and would result in harm.

254. Defendants rendered substantial assistance and encouragement to the Non-Defendant Promoters' breaches of fiduciary obligations, including but not limited to the drafting of the operative PPMs, Subscription Agreements, the EquiAlt Securities, and related operational agreements and regulatory filings, and their several corresponding acts to conceal, omit, and misrepresent material facts as set forth in those documents to cover up the illicit nature of the Ponzi scheme, all as alleged with specificity herein.

255. Defendants are accordingly jointly and severally liable to Plaintiffs for the breach of fiduciary duties by the Non-Defendant Promoters.

THE COLORADO CLAIMS

COUNT XIV

Statutory Aiding and Abetting Anti-Fraud Violations under the CSA (Individually and on behalf of the Colorado Class)

256. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

257. The EquiAlt Securities are securities within as defined by C.R.S. § 11-51-201.

258. C.R.S. § 11-51-501 ("Section 501") prohibits fraud in the offer or sale of securities in Colorado. C.R.S. § 11-51-604 ("Section 604") affords a statutory cause of action to victimized investors for violations of Section 501. Finally, C.R.S. § 11-51-604(5)(c) extends liability under Section 501 to "[a]ny person who knows that another person liable under subsection (3) or (4) of this section is engaged in conduct which constitutes a violation of [Section 501] and who gives substantial assistance to such conduct is jointly and severally liable to the same extent as such other person."

259. The Non-Defendant Promoters sold the EquiAlt Securities by employing devices, schemes, and/or artifices to defraud; by making untrue statements of material facts and/or omitting to state material facts; and/or by engaging in acts, practices, and/or courses of business which operated as a fraud or deceit upon Plaintiffs and the other members of the Colorado Class, in violation of Section 501. Accordingly, Plaintiffs were the purchasers of a "security" in Colorado, the Non-Promoters acted in violation of Section 501with the requisite scienter in connection with the offer and sale of that security, and Plaintiffs relied upon their conduct to their detriment, causing the Plaintiffs' injury.

260. Defendants encouraged EquiAlt and its broker-dealers and agents to offer and sell the EquiAlt Securities in Colorado despite the fact that (a) such securities were not registered under the CSA and (b) such broker-dealers and agents were not licensed under the CSA.

261. Defendants knew that the Non-Defendant Promoters were engaged in conduct which constituted a violation of Section 501, and gave substantial assistance to such conduct, and are therefore jointly and severally liable to Plaintiff Hannen and the Colorado Class.

262. *Respondeat superior* is proper basis for liability under the CSA.

263. Defendants are liable to Plaintiffs and the other members of the Colorado Class under Section 604(3) and (4) for rescission or rescissionary damages.

264. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Section 604(6).

COUNT XV

Aiding and Abetting Registration Violations under the CSA
(Individually and on behalf of the Colorado Class)

265. Plaintiffs Hannens repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

266. C.R.S. § 11-51-301 ("Section 310") prohibits the offer or sale by any person in Colorado of securities that are not registration in accordance with C.R.S. Art. 51. C.R.S. § 11-51-604 ("Section 604") affords a statutory cause of action to victimized investors for violations of Section 301.

267. The EquiAlt Securities were required to be registered under Article 51 of Tile 11 of the Colorado revised Statute, pursuant to Section 301.

268. Neither the EquiAlt Securities nor the transactions were exempted under any pertinent Colorado statute.

269. The Non-Defendant Promoters with Defendants' material assistance offered and sold the EquiAlt Securities in Colorado without being properly registered for offer or sale either with any federal or Colorado regulator.

270. Defendants breached Section 301 by encouraging broker-dealers and agents to offer and sell the EquiAlt Securities in Colorado despite the fact that (a) such securities were not registered under the CSA, and (b) such broker-dealers and agents were not licensed under the CSA.

271. Section 604 specifically provides that statutory liability under that rights and remedies provided by the CSA are in addition to any other rights or remedies that may exist at law or in equity.

272. Respondeat superior is a proper basis for claim under the CSA.

273. Defendants are accordingly joint and severally liable to Plaintiffs and the other members of the Colorado Class for rescission or rescissionary damages.

274. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with Section 604(6).

COUNT XVI

Aiding and Abetting Breach of Fiduciary Duty
(Individually and on behalf of the Colorado Class)

275. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

276. As alleged above, based on (a) their respective sales agent's assumption of the role of a securities broker advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and Plaintiffs' funds to EquiAlt for investment, those sales agents owed Plaintiffs fiduciary duties, which were breached as alleged above, including by their receipt of

commissions in connection unlawful offer and sale to Plaintiffs of unqualified securities through unlicensed broker-dealers and sales agents.

277. Defendants had actual knowledge of the breaches of such fiduciary duties by the sales agent and the other unlicensed broker-dealers EquiAlt utilized to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the breaches, and their conduct was a substantial factor in causing harm to Plaintiff.

278. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its broker-dealers and sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

279. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT XVII

Aiding and Abetting Fraud and Deceit
(Individually and on behalf of the Colorado Class)

280. Plaintiffs Hannen repeat and re-allege the allegations paragraphs 1–150 above, as if fully set forth herein.

281. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to deceive prospective investors.

282. Plaintiffs and the members of the Colorado Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or the material omissions and would not have invested in the EquiAlt Securities had they known the true facts. As a consequence, Plaintiffs and the members of the Colorado Class sustained damages.

283. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the Colorado Class.

284. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

285. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

286. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the Colorado Class to punitive and exemplary damages.

COUNT XVIII

Aiding and Abetting Intentional Misrepresentation
(Individually and on behalf of the Colorado Class)

287. Plaintiffs Hannen repeat and re-allege the allegations contained paragraphs 1–150 above, as if fully set forth herein.

288. The Non-Defendant Promoters made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds.

289. The Non-Defendant Promotors knew the statements were false when made or were made recklessly and without regard to their truth, and intended that Plaintiffs and the members of the Colorado Class would rely on the representations.

290. Plaintiffs and the members of the Colorado Class justifiably relied on the false statements and sustained damages as a result.

291. Defendants had actual knowledge of some or all of the false statements and material omissions used to solicit investment in the EquiAlt Securities, rendered substantial assistance or encouragement to the fraudulent conduct, and their conduct was a substantial factor in causing harm to Plaintiffs and the members of the Colorado Class.

292. Defendants are therefore liable for common law aiding and abetting the intentional misrepresentations by the Non-Defendant Promotors.

293. The foregoing actions by Defendants were done maliciously, oppressively, and with intent to defraud, thereby entitling Plaintiffs and members of the Colorado Class to punitive and exemplary damages.

THE NEVADA CLAIMS

COUNT XIX

(Statutory Secondary Liability under the Nevada Securities Act, individually and on behalf of the Nevada Class)

294. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in paragraphs 1-150 as if fully set forth herein.

295. The EquiAlt Securities are securities as defined by NRS 90.295.

296. NRS 90.310 ("Section 301") prohibits any person from transacting business in Nevada as a broker-dealer or sales representative unless licensed or exempt from licensing under the Nevada Securities Act ("NSA").

297. NRS 90.460 ("Section 460") prohibits any person from offering to sell or selling any security in Nevada unless the security is registered or the security or transaction is exempt under the NSA.

298. NRS 90.570 ("Section 570") prohibits any person from, in connection with the offer to sell, sale, offer to purchase or purchase of a security in Nevada, directly or indirectly (1) employing any device, scheme or artifice to defraud; (2) making an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made not misleading in the light of the circumstances under which they are made; or (3) engaging in an act, practice or course of business which operates or would operate as a fraud or deceit upon a person.

299. NRS 90.660 ("Section 660") affords a statutory cause of action to victimized investors for violations of Sections 301, 460 and 570. In addition, Section 660(4) extends joint and several liability under Section 660 to "any agent of the person liable."

300. As alleged above, the Non-Defendant Promoters sold the EquiAlt Securities in violation of Sections 301, 460 and 570.

301. As a consequence of the forgoing statutory violations, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

302. Defendants acted as the agent of the Non-Defendant Promoters in connection with the foregoing violations of the NSA, by among other things, drafting the PPMs and other offering materials containing the false statements and misrepresentations used to solicit sales of the unregistered EquiAlt Securities, receiving signed investor questionnaires on behalf of EquiAlt, authorizing EquiAlt to identify Defendants as "independent" legal counsel who would provide "insight into the fund and its activities" upon request from investors, drafting submissions to the SEC falsely claiming that the EquiAlt Securities were exempt from registration, authorizing the use of their names on brochures that were used to promote and make sales of Equialt Securities, preparing organizational and transactional documents used in furtherance of the EquiAlt Ponzi

scheme, formulating and drafting "Consulting Agreements" falsely characterizing agent commissions as "finder's fees" to circumvent the securities laws, advising non-client unlicensed sales agents that they could lawfully sell the unregistered EquiAlt securities and responding to inquiries from the unlicensed sales agents concerning purported compliance with the applicable securities laws and encouraging the EquiAlt managers to invoke their names and professional standing to deflect inquiries by sales agents or investors about regulatory investigations of EquiAlt. . Through these acts, among others, Defendants intentionally stepped outside their normal role as attorneys providing routine legal advice and instead acted as the agent of the Non-Defendant Promoters.

303. Defendants are accordingly liable to Plaintiffs and the other members of the Nevada Class under Section 660 for rescission or rescissionary damages.

304. Plaintiffs hereby conditionally tender their EquiAlt Securities in accordance with the NSA.

COUNT XX

(Aiding and Abetting Breach of Fiduciary Duty, individually and on behalf of the Nevada Class)

305. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

306. NRS 90.575 provides: "A broker-dealer, sales representative, investment adviser or representative of an investment adviser shall not violate the fiduciary duty toward a client imposed by NRS 628A.020." NRS 628A.020 in turn provides:

> A financial planner has the duty of a fiduciary toward a client. A financial planner shall disclose to a client, at the time advice is given, any gain the financial planner may receive, such as profit or commission, if the advice is followed. A financial planner shall make diligent inquiry of each client to ascertain initially, and keep currently informed concerning, the client's financial circumstances and obligations and the client's present and anticipated obligations to and goals for his or her family.

307. The Non-Defendant Promoters and their sales agents in addition owed Plaintiffs and the other members of the Nevada Class fiduciary duties of loyalty and full disclosure, based on (a) their respective sales agent's assumption of the role of a securities broker and financial planner advising Plaintiffs about their retirement and investment decisions and (b) the confidential relationship the agent engendered in completing Plaintiffs' applications, transmitting them and Plaintiffs' funds to EquiAlt for investment. These fiduciary duties which were breached by, among other things, the payment and receipt of undisclosed commissions in connection unlawful offer and sale to Plaintiffs of unregistered securities through unlicensed broker-dealers and sales agents, the failure to exercise due diligence to confirm the representations in the EquiAlt sales solicitation materials or to investigate or evaluate EquiAlt's financial condition and purported business operations, the failure to independently evaluate or confirm EquiAlt's compliance with the securities laws or the need for the unlicensed broker-dealers and sales agents to procure required licensures and the other actions and inactions alleged above. .

308. As a consequence of the forgoing breaches of fiduciary duty, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

309. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), o*verruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

310. The Defendants were aware at the time of their role in promoting the foregoing alleged primary breach of fiduciary duties by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in

committing the primary breaches through direct communications with them and with their sales agents.

311. Defendants acted with the specific intent to facilitate the wrongful conduct by EquiAlt and its sales agents, particularly in connect with its efforts to deter regulatory investigations by the SEC and the State of Arizona.

312. Defendants are therefore liable for common law aiding and abetting the breach of fiduciary duties.

COUNT XXI

(Aiding and Abetting Fraud/Fraudulent Concealment, Individually and on behalf of the Nevada Class)

313. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

314. The Non-Defendant Promoters knowingly made uniform false representations and concealed or failed to disclose material facts concerning the Funds' compliance with the Federal and State securities laws, the safety and risks of the EquiAlt Securities and the financial performance and solvency of EquiAlt and the Funds, all with the intent to induce Plaintiff and the other members of the Nevada Class to act or to refrain from acting in reliance upon the misrepresentation and omission.

315. Plaintiffs and the members of the Nevada Class justifiably relied on the foregoing false representations and material omissions, were unaware of the falsity of the representations or the material omissions and would not have invested in the EquiAlt Securities had they known the true facts.

316. As a consequence of the forgoing acts of fraud and fraudulent omission, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

317. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), *overruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

318. The Defendants were aware at the time of their role in promoting the foregoing alleged primary fraudulent conduct by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in committing the primary fraud through direct communications with them and with their sales agents.

319. Defendants acted with the specific intent to facilitate the foregoing wrongful conduct.

320. Defendants are therefore liable for common law aiding and abetting the fraud and deceit committed by the Non-Defendant Promotors.

COUNT XXII

(Violation of the Nevada Trade Practices Act, N.R.S. 41.600 Individually and on behalf of the Nevada Class)

321. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

322. NRS 41.600 ("Section 600") provides a statutory cause of action by "any person who is a victim of consumer fraud," which is in turn defined to include any deceptive trade practice as defined in NRS 598.092 ("Section 092"). *Holmquist v. Exotic Cars at Caesars Palace, LLC*,

No.: 2:07–cv–00298–RLH–GWF, 2009 WL 10692730 (D. Nev. Jan. 13, 2009) (finding plaintiffs stated claim for deceptive trade practices under Section 092 regarding the sale of securities).

323. Section 092(8) provides that "[a] person engages in a 'deceptive trade practice' when in the course of his or her business or occupation he or she … [k]nowingly misrepresents the legal rights, obligations or remedies of a party to a transaction."

324. As alleged above, Defendants knowingly misrepresented "the legal rights" and "remedies" to Plaintiffs when through their drafting of the PPM and their representations made to the sales agents that the EquiAlt Securities were exempt from registration under Federal and State securities laws and could be sold by unlicensed broker-dealers and sales representatives.

325. As a consequence of the forgoing deceptive trade practices, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities.

COUNT XXIII

(Aiding and Abetting Violation of Nevada Trade Practices Act, NRS 41.600 Individually and on behalf of the Nevada Class)

326. Plaintiffs Rory and Marcia O'Neal and Sean O'Neal repeat and re-allege the allegations contained in the paragraphs 1-150 as if fully set forth herein.

327. Under NRS 41.600 ("Section 600") a statutory cause of action may be brought by "any person who is a victim of consumer fraud," which is in turn defined to include any deceptive trade practice as defined in NRS 598.092 ("Section 092").

328. Section 092(5) provides that "[a] person engages in a 'deceptive trade practice' when in the course of his or her business or occupation he or she … [a]dvertises or offers an opportunity for investment" and:

(a) Represents that the investment is guaranteed, secured or protected in a manner which he or she knows or has reason to know is false or misleading;

(b) Represents that the investment will earn a rate of return which he or she knows or has reason to know is false or misleading;

(c) Makes any untrue statement of a material fact or omits to state a material fact which is necessary to make another statement, considering the circumstances under which it is made, not misleading;

(d) Fails to maintain adequate records so that an investor may determine how his or her money is invested;

(e) Fails to provide information to an investor after a reasonable request for information concerning his or her investment;

(f) Fails to comply with any law or regulation for the marketing of securities or other investments; or

(g) Represents that he or she is licensed by an agency of the State to sell or offer for sale investments or services for investments if he or she is not so licensed.

329. As alleged above, the Non-Defendant Promoters and their sales agents engaged in each of these "deceptive trade practices" with respect to the offer and sale of the EquiAlt Securities in Nevada, breaching a statutory duty that injured Plaintiffs and the other members of the Nevada Class.

330. As a consequence of the forgoing deceptive trade practices, Plaintiffs and the other members of the Nevada Class have suffered damages in an amount to be proven at trial, including the loss of money invested in the EquiAlt securities

331. Under Nevada law, "liability attaches for civil aiding and abetting if the defendant substantially assists or encourages another's conduct in breaching a duty to a third person." *Dow Chem. Co. v. Mahlum*, 970 P.2d 98, 112 (Nev. 1998), *overruled in part on other grounds by GES, Inc. v. Corbitt*, 21 P.3d 11, 15 (Nev. 2001).

332. The Defendants were aware at the time of their role in promoting the foregoing alleged primary violations by the Non-Defendant Promoters and their sales agents, and knowingly and substantially assisted the Non-Defendant Promoters and their sales agents in committing the primary violations through direct communications with them and with their sales agents.

333. Defendants' conduct was a substantial factor in causing harm to Plaintiffs and the members of the Nevada Class.

334. Defendants are therefore liable for common law aiding and abetting the statutory deceptive trade practices of the Non-Defendant Promotors.

PRAYER

Based on the foregoing, Plaintiffs request the Court enter a judgment:

A. certifying the Classes;

B. awarding such declaratory, injunctive and other equitable relief as warranted under the claims asserted;

C. awarding compensatory damages and punitive damages to Plaintiffs and the Classes, in an amount to be determined at trial;

D. awarding Plaintiffs and the Classes the costs of this action, including reasonable attorneys' fees and expenses, including pursuant to the Elder Abuse Act; and

E. awarding such further relief as may be just and proper.

RESPECTFULLY SUBMITTED this 3rd day of August, 2020.

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES - CENTRAL DISTRICT

BURTON W. WIAND, as Receiver on behalf of EQUIALT FUND, LLC; EQUIALT FUND II, LLC; EQUIALT FUND III, LLC; EA SIP, LLC; EQUIALT QUALIFIED OPPORTUNITY ZONE FUND, LP; EQUIALT SECURED INCOME PORTFOLIO REIT, INC.; and their investors,

Plaintiffs,

v.

PAUL R. WASSGREN; FOX ROTHSCHILD LLP; and DLA PIPER LLP (US),

Defendants.

Case No. 20STCV49670

COMPLAINT

(DEMAND FOR JURY TRIAL)

12/31/2020

This Complaint is filed by BURTON W. WIAND ("the Receiver") in his capacity as the Court-appointed Receiver for EQUIALT FUND, LLC ("Fund 1"); EQUIALT FUND II, LLC ("Fund 2"); EQUIALT FUND III, LLC ("Fund 3"); and EA SIP, LLC ("EA SIP Fund"); EQUIALT QUALIFIED OPPORTUNITY ZONE FUND, LP (QOZ Fund); and EQUIALT SECURED INCOME PORTFOLIO REIT, INC. (REIT) (collectively referred to as "The Investment Funds" or "The Funds").

The Receiver, on behalf of The Funds and their Investors, sues Defendants PAUL R. WASSGREN ("Wassgren"); FOX ROTHSCHILD LLP ("Fox Rothschild"); and DLA PIPER LLP (US) ("DLA Piper") (collectively, "Defendants"), as set forth more fully below.

OVERVIEW

On February 14, 2020, the United States District Court for the Middle District of Florida unsealed an emergency enforcement action filed by the Securities and Exchange Commission ("S.E.C.") against a Florida-based private real estate firm, EQUIALT LLC ("EquiAlt"). That action ("the Enforcement Action") is styled S.E.C. v. Davison et al., and is assigned Case No. 8:20-cv-00325-T-35AEP. It is pending in the United States District Court for the Middle District of Florida, Tampa Division (the "Court") and the Court has appointed Mr. Wiand as the Receiver for various EquiAlt Defendants.

The Defendants named in the Enforcement Action are EquiAlt's CEO Brian Davison ("Davison"), Managing Director Barry Rybicki ("Rybicki"), and the first four EquiAlt Investment Funds listed above. On August 17, 2020, the Court expanded the Receivership to include the QOZ Fund and the REIT.

The S.E.C. and the Receiver have found that Fund 1, Fund 2, Fund 3 and the EA SIP Fund were operating as a classic "Ponzi scheme", which continued with the establishment and operation of the QOZ Fund and the REIT. On February 14, 2020, the Court in the Enforcement Action appointed Burton W. Wiand as the Receiver and granted him broad authority to institute actions and legal proceedings on behalf of the Funds and their Investors. On July 1, 2020, the Court authorized the Receiver to retain the undersigned counsel to pursue claims against law firms that provided services to EquiAlt and The Funds, resulting in this suit.

Wassgren, as an attorney working first at Fox Rothschild and later at DLA Piper, either was grossly negligent or he knowingly aided, abetted and conspired with EquiAlt and the "EquiAlt Insiders" (Davison, Rybicki and BR Support Services, LLC) in the creation and perpetration of the fraudulent and illegal investment scheme, by preparing inadequate security disclosure and compliance materials and other sales documents, and by aiding in the operation of an illegal sales program and otherwise providing legal services to EquiAlt and its principals, in order to further their Ponzi scheme.

EquiAlt and the EquiAlt Insiders raised more than $170 million from at least 1,100 unsuspecting investors around the country, including numerous California residents, by selling them fraudulent, unregistered securities, and then comingling and diverting Investors funds for improper purposes. The Defendants knew or should have known that these unregistered securities were being issued and sold in violation of applicable securities laws, and that the Fund's assets were being used for improper and fraudulent purposes. This operation was a classic "Ponzi scheme" operation: the promised returns on investments were inadequate, so investors were paid with the money of other, subsequent investors. Along the way, EquiAlt and the EquiAlt Insiders enriched themselves by looting multi-millions of dollars from The Funds for things such as personal real estate, luxury cars, jewelry, jets, and the like, and by charging fees, commissions and expenses that were not disclosed and were not earned.

The Receiver now seeks relief against Wassgren, Fox Rothschild and DLA Piper for their actions and participation in the fraudulent and illegal EquiAlt investment scheme.

THE PARTIES, JURISDICTION, AND VENUE

1. The Receiver is an attorney practicing in Tampa, Florida and as set forth above, was appointed on February 14, 2020 pursuant to a Federal Court Order, giving the Receiver the full and exclusive power, duty and authority to investigate all manner in which the affairs of the Funds were conducted, and to institute actions and legal proceedings on behalf of the Funds and their Investors.

2. Fund 1 is a Nevada limited liability company formed by Wassgren on May 23, 2011. Fund 1 raised approximately $110 million from 733 Investors from January 2011 through November 2019.

3. Fund 2 is a Nevada limited liability company formed by Wassgren on April 24, 2013. Fund 2 raised approximately $39 million from 266 Investors from 2013 through November 2019.

4. Fund 3 is a Nevada limited liability company formed by Wassgren on June 26, 2013. Fund 3 raised approximately $2.6 million from Investors from July 2013 through December 2015.

5. The EA SIP Fund is a Nevada limited liability company formed by Wassgren on May 23, 2016, and it raised 21.7 million from 138 Investors from April 2016 through November 2019.

6. The QOZ fund is a Delaware Limited Partnership formed by Wassgren on August 10, 2018 and it began raising money from Investors thereafter.

7. The REIT is a Maryland corporation formed by Wassgren on June 27, 2017 and it began raising money from Investors immediately, including exchanging debentures in the earlier Funds for shares of the REIT without any proper exchange valuations taking place.

8. Wassgren is an attorney licensed in California and Nevada, who worked at, and was an agent of, Fox Rothschild from approximately July of 2010 through May of 2017, following which he began work as an attorney and agent for DLA Piper, where he is still employed, as of the filing of this Complaint.

9. During the period of July 2010 through May 2017, Fox Rothschild was responsible for the supervision of Wassgren and for any improper, negligent or illegal actions taken by Wassgren.

10. During the period of May 2017 through the present, DLA Piper was responsible for the supervision of Wassgren and for any improper, negligent or illegal actions taken by Wassgren.

11. Fox Rothschild is a 900 +/- attorney law firm headquartered in Philadelphia, Pennsylvania, and it has partners in multiple offices throughout the United States, including Los Angeles, California and Las Vegas, Nevada.

12. DLA Piper LLP (US) is a United States affiliate of a global law firm headquartered in London, the United Kingdom with approximately 4,200 attorneys; DLA Piper LLP (US) is headquartered in Baltimore, Maryland and it has partners in multiple offices, including offices located in Los Angeles, California.

13. Wassgren acted as the attorney for The Investment Funds and also for both EquiAlt and the EquiAlt Insiders during the time he was employed in California at both Fox Rothschild and

DLA Piper.

14. The actions of Wassgren as described in this Complaint emanated primarily from the Los Angeles, California offices of Fox Rothschild and DLA Piper.

15. The Receiver has standing to bring this action pursuant to the Court Order described above.

16. This Court has jurisdiction over this cause and over the parties, and venue is also proper in this Court.

ADDITIONAL ALLEGATIONS COMMON TO ALL COUNTS

17. Beginning in 2011 and up through and including February of 2020, The Funds were operated as a Ponzi scheme, raising more than $170 million from over 1,100 Investors nationwide, including Investors in California, through fraudulent and unregistered securities.

18. The primary operators of this Ponzi scheme were the EquiAlt Insiders, acting with the aid and assistance of Defendants.

19. EquiAlt was the entity that issued debentures to Investors, and EquiAlt was used by Davison and Rybicki as a management entity to further their fraudulent scheme.

20. While both Davison and Rybicki were listed as managers of EquiAlt, EquiAlt was primarily under the direct day to day management of Davison, who was located in Tampa, Florida.

21. Davison took the lead concerning the day-to-day operation of EquiAlt and The Funds, while Rybicki took the lead regarding sales and marketing efforts for the solicitation of investments from the public, through BR Support Services, LLC ("BR Support").

22. Rybicki managed BR Support, and he acted as the head of marketing and sales for The Funds, with the aid and assistance of Defendants.

23. Wassgren, from his offices in Los Angeles County, California, regularly gave legal advice to and helped structure the operation of both EquiAlt and BR Support, and Wassgren well knew, or should have known, that both entities were operating illegally and in violation of applicable securities laws and were operating as fraudulent enterprises.

24. Rybicki and BR Support were based in Arizona and the sales and marketing efforts for The Funds were directed by Rybicki from his office in Arizona.

25. The sales of investments in The Funds were made to Investors in numerous states, including California, through a network of unlicensed and unregistered selling agents.

26. In the Private Placement Memoranda that Wassgren drafted for The Investment Funds, Investors were falsely promised that 90% of their money would be used to purchase real estate. Instead, their money was systematically looted for the personal benefit and use of the EquiAlt Insiders, and pay returns to previous investors, facts well known to Wassgren.

27. Selling compensation paid to Rybicki and/or BR Support at the rate of 12%, which made the 90% representation of the amount to be invested in real estate a false statement. When added to other administrative and operational costs, the 90% representation only becomes more outlandish.

28. Wassgren also consulted directly with Rybicki and directly with the unlicensed and unregistered sales agents who were selling investments in the Funds; Wassgren advised Rybicki and these unlicensed agents in ways to attempt to disguise and mischaracterize the illegal selling fees.

29. Wassgren, first at Fox Rothschild, and later at DLA Piper, from their Los Angeles County offices, provided legal representation and acted as counsel to EquiAlt, the EquiAlt Insiders and to the Funds for compensation; this included the drafting and revision of private placement memoranda, other sales documents, and rendering advice on regulatory compliance, selling practices, and numerous legal matters.

30. Wassgren, through his offices at Fox Rothschild and DLA Piper in Los Angeles County, California, participated in the selling process by receiving and approving questionnaires and subscription documents from Investors before they were issued investment securities, thus making Wassgren the gatekeeper for the fraudulent scheme to admit new Investors.

31. The Defendants, as the attorneys for The Investment Funds, owed a duty to each of The Funds to protect their respective legal interests and to assure the Funds operated in compliance with applicable laws.

32. The interests of the EquiAlt Insiders and EquiAlt were in conflict with the interests of The Investment Funds and their Investors, and Wassgren regularly counseled the EquiAlt Insiders

and EquiAlt regarding transactions that resulted in the improper payment or diversion of The Funds' assets for the benefit of EquiAlt and the EquiAlt Insiders, and their affiliated entities.

33. The Defendants, in the course of their representation of The Investment Funds, failed to conduct an adequate due diligence investigation into the EquiAlt Insiders, EquiAlt and/or the operation of The Investment Funds.

34. Fox Rothschild and DLA Piper owed their Investment Fund clients a fiduciary duty to provide competent legal representation and protect the interest of The Funds, and they failed in this duty.

35. The conduct of Defendants as described in this Complaint was material and resulted in a significant loss to The Investment Funds, and their Investors.

36. By their actions and inactions, the Defendants knowingly allowed and/or aided and abetted the EquiAlt Insiders and EquiAlt in fraudulent, improper and illegal activities, thereby defrauding the Funds and its Investors.

37. Davison and Rybicki improperly diverted money from The Investment Funds to themselves, EquiAlt, BR Services and other affiliated entities, often with the knowledge, aid and assistance of Wassgren.

38. A legitimate investment fund usually has an audit performed by an independent certified public accounting firm in order to verify the accuracy of the books and accounts of the fund; a legitimate fund also has other checks and balances in place. Many of these financial verifications or normal checks, balances and safeguards were not in place for The Investment Funds, a fact well known to Defendants.

39. In representing the interests of The Investment Funds, the Defendants should have recommended and insisted on the establishment of these checks, balances and safeguards.

40. Defendants held themselves out as highly experienced attorneys who are experts and specialists in the legal, regulatory and customary compliance aspects of the investment fund business, and as such they should have recognized the lack of financial controls and checks and balance to be a "red flag" for fraudulent activity.

41. The standard of care owed by and expected from expert, specialized counsel is greater

than that which would be expected from an attorney without such specialized expertise.

42. The Defendants never acquired any waivers of the multiple conflicts of interest existing between The Investment Funds, EquiAlt and the EquiAlt Insiders, and in any event, the existing conflicts of interest were unwaivable.

43. During the course of the representation of The Investment Funds, the Defendants knew, or should have discovered, that The Funds were being illegally sold and marketed.

44. Both Fox Rothschild and DLA Piper failed in their respective duties to properly supervise Wassgren, and otherwise provide quality and uncompromised legal advice and legal services to The Investment Funds, in at least the following manner:

A. Fox Rothschild and DLA Piper failed to advise and protect The Investment Funds by recommending or structuring proper checks and balances in the operation of The Funds, and by allowing EquiAlt and the EquiAlt Insiders to operate The Investment Funds without the customary checks, balances and oversights routinely employed in the operation of an investment company such as The Funds;

B. Fox Rothschild and DLA Piper failed to conduct an adequate review of the controls and practices in place for The Investment Funds;

C. Fox Rothschild and DLA Piper were operating with irreconcilable conflicts of interest;

D. Fox Rothschild and DLA Piper failed to have a system of supervision in place to prevent Wassgren from undertaking representation that had conflicts of interest.

E. Fox Rothschild and DLA Piper failed to have a system of supervision in place to deter and prevent Wassgren from giving illegal advice and from aiding and abetting the fraudulent scheme described in this Complaint.

F. Fox Rothschild and DLA Piper failed to exercise due diligence in their preparation of investment disclosure materials prepared for and utilized by EquiAlt and the EquiAlt Insiders in soliciting investments from the public; these disclosure materials contain material misrepresentations as well as omissions of material facts;

G. Fox Rothschild and DLA Piper failed to advise The Investment Funds (and their Investors) that Davison and Rybicki were selling and operating The Funds illegally; and

H. Fox Rothschild and DLA Piper failed to advise and protect The Investment Funds from being sold through illegal solicitation and sales activities and paying illegal compensation to unregistered brokers and dealers.

45. Additional conflicts and failings of Fox Rothschild and DLA Piper are likely to be uncovered through discovery.

46. Fox Rothschild and DLA Piper, while failing to take proper actions to protect the interests of The Investment Funds and make adequate and appropriate disclosures, charged hundreds of thousands of dollars in legal fees that were paid from The Investment Funds' money.

47. Fox Rothschild and DLA Piper did not protect the interests of its clients, The Investment Funds, but rather chose to favor the interests of EquiAlt, the EquiAlt Insiders and their affiliated entities.

48. Theft and diversion of invested money from The Investment Funds by EquiAlt and the EquiAlt Insiders could have been avoided had Defendants done an adequate job of properly representing the interests of The Investment Funds, as they were paid to do.

49. The Investment Funds, through the appointment of the Receiver, have been cleansed of any wrongdoing otherwise imputed to The Investment Funds through the doctrine of *in pari delicto*, or any similar theory.

50. The delayed discovery doctrine, the continuing violations doctrine, and equitable tolling apply to this cause of action.

51. The facts and details outlined in this Complaint were discovered upon and after the S.E.C. filed its enforcement action in February 2020.

52. The activities and breaches of duty by Defendants have caused multi-millions of dollars of damage to The Funds and their Investors, including money stolen, improperly diverted, improperly charged as fees, commissions and in paying legal fees for which no value was received.

53. By December of 2020, Investors in The Funds will be owed approximately $170 million in principal, with interest accruing at over $900,000 per month; however, The Funds have nowhere near sufficient assets to meet the obligations owed to the Investors.

54. Damages in this dispute are expected to be in excess of $100,000,000.

55. The Enforcement Action filed in the United States District Court for the Middle District of Florida by the S.E.C. enumerates numerous entities designated as "Relief Defendants." These Relief Defendants were all under the ownership and/or control of EquiAlt or one or more of the

EquiAlt Insiders and many of them improperly received funds and assets from The Investment Funds to the detriment of their Investors. These Relief Defendant entities were established and formed by Wassgren and he assisted, aided and abetted in many of the transactions by which money was improperly diverted from The Investment Funds in favor of the Relief Defendants.

56. Wassgren, from the Defendants' offices in Los Angeles County, California, prepared all of the offering documents used by The Investment Funds to improperly solicit investments. These disclosure documents in the form of Private Placement Memoranda (the "PPMs") were deficient in various and numerous respects.

57. The PPMs made misrepresentations of material fact and omitted facts which were necessary in order to make an informed investment decision. Among the failure of the PPMs and the sales of The Investment Funds, are the following:

A. Prior to starting The Funds, both Rybicki and Davison filed for personal bankruptcy. The PPMs all describe Davison and Rybicki's business experience in glowing terms, and their previously failed business careers involving real estate and mortgage financing (the business of the Funds) but the PPMs omitted from disclosure the facts that both Davison's and Rybicki's prior real estate ventures ended in personal bankruptcy for each of them.

B. The investments were improperly sold without either state or federal securities registration. The Funds purportedly were sold under a Regulation D ("Reg D") exemption from registration, however, none of The Funds qualified for a Reg D exemption or any other exemption from registration.

C. The Funds were offered and sold as one continuous integrated offering such that the offering of all The Funds are, under the securities laws, a single offering, negating any attempt to construe or interpret the offerings as separate and distinct.

D. The Offering Memoranda for The Funds failed to disclose the nature and amount of commissions that would be paid for selling agents. The Offering Memoranda for Fund 1 states "Securities are being offered directly through the Company. No commissions of any kind will be paid to selling agents or brokers." That representation drafted by Wassgren was false and was known by Wassgren to be false. The Funds paid a 12% commission to Rybicki and/or BR Support, who, in turn, paid a least one-half of that commission to various unlicensed sales agents. All of this was known by Wassgren, who was often in direct contact with these unlicensed sales agents.

E. All of the PPMs use of proceeds charts show that at least 90% of the Investor's money would be placed in real estate and investment assets. This was a false representation and Wassgren, who was involved in monitoring real estate transactions, knew that the acquisitions for real estate were no where near 90% of the investment funds.

F. Wassgren regularly was in contact with selling agents for The Funds. None of these selling agents were registered or licensed to sell securities and could not legally engage in the transactions of selling these securities to the Investors. This fact is well known to Wassgren.

G. Wassgren advised Rybicki, who was in charge of sales efforts, as well as numerous selling agents, that they were allowed to sell these investments without license or registration, in violation of securities laws.

H. Additionally, Wassgren advised Rybicki and selling agents as to methods and manners in which they could operate in order to accept commissions as "finder's fees," "seminar expenses" or other classifications that were intended to falsely characterize selling compensation so as to improperly avoid the securities laws licensing requirements.

I. Wassgren designed the investments to purportedly be exempt from registration under Regulation D of the securities laws. Under Regulation D, one of the requirements for qualification is that there be no more than 35 unaccredited investors. In addition, unaccredited investors, to the extent admitted into the investment, are required to receive the heightened degree of financial disclosure. All of the Investors submitted questionnaires and subscription documents to Wassgren who would review them and advise the company as to whether that investor should be accepted into The Funds. As a result, Wassgren knew the integrated funds had well in excess of 35 unaccredited investors. This process placed Wassgren as an active participant in this program to illegally sell unregulated securities through unlicensed agents to unaccredited investors.

J. It appears that in each and every instance an Investor was accepted, and no Investors were rejected. Well in excess of 35 Investors into this continuous integrated offering were non-accredited Investors thereby violating the Regulation D offering exemption. Because Wassgren was the gatekeeper for the Subscription Agreements, he well knew that the number of accredited Investors had been exceeded.

K. Additionally, Wassgren well knew that there was virtually no financial disclosure or performance track records given to Investors, including the unaccredited Investors thereby omitting from disclosure material and required information.

L. Wassgren knew and omitted from any disclosures that funds would be transferred from one fund to another to pay interest and expenses between The Funds.

M. Wassgren knew and failed to disclose that the amount of selling commission compensation that was being paid by The Funds which, in and of itself, prevented The Funds from allocating at least 90% of The Funds invested money in real estate, and that other expenses would further reduce the funds available for real estate investment.

N. The Memoranda and disclosure documents prepared by Wassgren failed to disclose that substantial assets in The Funds were in fact being improperly diverted to, or were being used of the benefit of the EquiAlt Defendants and the Relief Defendants and were not being used for legitimate fund purposes.

O. Defendants knew that the EquiAlt securities were being offered through a pattern of general solicitation in violation of the applicable securities laws, and they aided, abetted and participated in those general solicitations.

P. In addition to preparing and drafting the Private Placement Memoranda, Wassgren consented to the inclusion of his name, along with the law firm Defendants, in various offering materials utilized by Davison and Rybicki to promote The Funds, and he assisted, aided and abetted the illegal sales activities.

In 2018, the EquiAlt Insiders, with the assistance of Wassgren, established two new Funds, the Qualified Opportunity Zone ("QOZ") and the EquiAlt Security Income Portfolio REIT ("REIT"). These funds were formed by diverting investor's money from the existing EquiAlt Funds into QOZ and REIT. The redemption of certain Investors' debentures from the existing Funds at full value and then reinvesting the proceeds with QOZ and the REIT constitute fraudulent transactions without sufficient disclosure and to the detriment to the existing Funds and their Investors. This created a dramatic conflict, because moving investors and their funds from old funds to new ones defrauded the old funds and created liabilities for the new ones.

58. Each of the deficiencies listed above constitute violations of both Federal and State securities laws and they also constitute a pattern of fraudulent activity perpetrated by EquiAlt and the EquiAlt Insiders, all of which was aided and abetted by Defendants.

59. Disclosure materials prepared by Wassgren failed to disclose that the funds of new investors were necessary to continue to pay interest to existing investors.

60. There are a myriad of federal and state laws and regulations involving the sale of securities to the public and the rendering of investment advice for a fee. Strict compliance with these laws is required, unless the transactions, persons or activities are specifically exempted.

61. The securities laws applicable to or implicated in the operations of The Investment Funds and the activities of the managers of those Funds included, at least, the following:

A. The Securities Act of 1933 and Its Accompanying Rules and Regulations. Compliance with this law requires that securities offered to the public, unless exempt from registration, be registered, and that there be no material misstatements or omissions in the registration documents.

B. The Securities and Exchange Act of 1934 and Its Accompanying Rules and Regulations. This law requires that all offerings made to the public, including all ongoing disclosures made to the public regarding securities, must be free of material misstatements or omissions whether or not such securities are registered.

C. State Securities laws including those in California and the other states where The Funds were sold also require full and complete disclosure of all material facts and other material omissions.

62. These illegal securities were continuously sold from May, 2011 through November, 2019 – a period of 8½ years. As time went on, it is clear that the Defendants gained actual knowledge of the illegal activities of Davison, and/or should have known of them, and by failing to act, knowingly aided and abetted those fraudulent activities.

63. An exemption to the 1933 Securities Act's registration requirements exists when an issuer can satisfy the requirements of an exemption. In this case The Investment Funds were sold under the purported exemption of the Act's Regulation D ("Reg D"); however, under Reg D's Rule 502.c. (codified at 17 C.F.R. §230.502), a "general solicitation" of the investment in question destroys an otherwise valid 1933 Act exemption. "General solicitation" is defined under that Reg D Rule to include any "communication published in any newspaper, magazine, or similar media….".

64. In order to qualify for Reg D exemption, the shares or units in The Investment Funds could not be offered to the public under a general solicitation, but rather the solicitation had to be targeted, by way of private placement, only to Investors who were known or believed to be accredited Investors. An accredited investor is one with certain minimum levels of income and/or net worth. Reg D allows up to 35 non-accredited investors, provided however that no general solicitation of investors is made.

65. With Wassgren acting as the Investors' gatekeeper, the Defendants knew or should have known that The Investment Funds had been sold to more than the allowable 35 "unaccredited investors."

66. The sale of securities to unaccredited investors, even if such securities are otherwise exempt from registration, triggers a requirement that investors be furnished with audited or other full and complete financial statements. Even if a Reg D exemption had been available to The Funds, the financial disclosure requirements of the 1933 Securities Act were required to be met, because The Funds were being offered and sold to many non-accredited Investors.

67. The Investment Funds were sold as purported "private placements" but in fact the sale of the securities was conducted as a general public solicitation with the use of advertisements and solicitation practices prohibited in private placements, all of which was well known to Defendants.

68. The Defendants knew, or should have known, that The Funds would legally be treated as "integrated," meaning that the investment funds were one continuous offering.

69. Wassgren, from the Defendants' offices in Los Angeles County, California, regularly improperly counseled and advised EquiAlt and the EquiAlt Insiders that the unlicensed and unregistered sales force selling The Investment Funds could legally be treated as "finders" and thereby avoid the necessity of obtaining legal licenses for the sale of securities.

70. The combination of these sales practices, that were approved by Wassgren and in which he participated, constitute a pattern and practice of selling investment securities in violation of applicable securities laws and regulations.

71. The lack of adequate financial statements over an 8½ year period should have put Defendants on notice that the performance of The Funds was unreliable, which is in itself a disclosure requirement.

72. The provisions of the Securities and Exchange Act of 1934 require that no misstatements of material fact, and no omissions of any necessary facts, be made in conjunction with the sale of securities, whether or not those securities are entitled to any registration exemption.

73. The Defendants knew or should have known that misstatements and omissions of material fact had been made in the offering documents they prepared and those misstatements and omissions were continuing to be made in conjunction with the past and ongoing sales of The Funds; the Defendants knowingly aided and abetted EquiAlt and the EquiAlt Insiders in these continuing violations, by failing to alert any of the shareholders or appropriate authorities as to these ongoing activities, and by continuing to assist, aid and abet the ongoing investments into The Funds.

74. The securities law violations set forth in this Complaint are evidence of Defendants willful, intentional or grossly negligent conduct and participation the fraudulent EquiAlt scheme.

75. All conditions precedent have occurred, or been satisfied or waived.

76. The Receiver reserves the right to amend this Complaint as appropriate.

COUNT I

Breach of Fiduciary Duty

77. All prior allegations are realleged and incorporated by reference.

78. Wassgren, Fox Rothschild and DLA Piper, as the attorneys for each of The Investment Funds, owed a continuing fiduciary duty to each Fund.

79. This fiduciary duty required the Defendants to act in the best interest of The Funds.

80. The Defendants also represented EquiAlt and the EquiAlt Insiders, creating an ongoing conflict of interest.

81. The Defendants breached the fiduciary duties they owed to The Investment Funds.

82. As a result of those fiduciary duty breaches, each of the Investment Funds and their Investors have been damaged.

83. The actions of the Defendants in breaching their fiduciary duty to each of The Investment Funds was intentional or grossly negligent.

WHEREFORE, the named Plaintiffs herein respectfully request judgment against the Defendants for damages, punitive damages, prejudgment interest, attorneys' fees, the costs of this action, and such other and further relief this Court deems appropriate.

COUNT II

Negligence/Gross Negligence/Professional Malpractice

84. All allegations prior to Count I are realleged and incorporated by reference.

85. Wassgren, Fox Rothschild and DLA Piper were attorneys employed by The Investment Funds, for compensation.

86. The Defendants owed but neglected their reasonable professional duties and responsibilities owed to The Investment Funds.

87. The Defendants, as attorneys for The Funds, had unavoidable conflicts of interest because they also represented the EquiAlt Insiders and EquiAlt.

88. The conduct described above fell below the standard of care expected from independent and experienced counsel.

89. The Defendants breached the duties they owed to The Investment Funds of Investors and committed negligence, gross negligence and/or malpractice, and proximately caused damage

to The Investment Funds and its Investors.

90. The Defendants' actions constituted gross negligence.

WHEREFORE, the Plaintiffs request judgment against Defendants for damages, punitive damages, prejudgment interest, attorneys' fees, the costs of this action, and such other and further relief this Court deems appropriate.

COUNT III

Common Law Aiding and Abetting of Fraud

91. All allegations prior to Count I are realleged and are incorporated herein by reference.

92. There existed an underlying fraud in the sale of investments in The Funds, and in the operation of The Funds.

93. The Defendants knew that EquiAlt and the EquiAlt Insiders actions, activities and operations violated the securities laws.

94. The actions of EquiAlt and the EquiAlt Insiders constituted an ongoing fraudulent investment scheme.

95. The Defendants knew they had irreconcilable conflicts of interest and intentionally chose to ignore those conflicts and to render legal advice and assistance that knowingly aided and abetted EquiAlt and the EquiAlt Insiders in continuing their fraudulent scheme.

96. The Defendants gave substantial assistance to EquiAlt and the EquiAlt Insiders in the advancement and commission of their fraud relating to The Investment Funds.

97. In exchange for aiding and turning a blind eye to the fraudulent activities of EquiAlt and the EquiAlt Insiders, the Defendants received hundreds of thousands of dollars in fees.

98. The Defendants' conduct allowed, and knowingly aided and abetted EquiAlt and the EquiAlt Insiders in committing and continuing their fraudulent scheme, all to the detriment of The Investment Funds and their Investors.

WHEREFORE, the Plaintiffs request judgment against Defendants for damages, prejudgment interest, punitive damages, attorneys' fees, the costs of this action, and such other and further relief this Court deems appropriate.

COUNT IV

Common Law Aiding and Abetting of Breach of Fiduciary Duty

99. All allegations prior to Count I are realleged and are incorporated by reference.

100. EquiAlt and each of the EquiAlt Insiders owed a fiduciary duty to The Investment Funds and their Investors.

101. EquiAlt and the EquiAlt Insiders breached their fiduciary duties to The Funds and their Investors.

102. The Defendants knew EquiAlt and the EquiAlt Insiders owed fiduciary duties to The Investment Funds and their Investors.

103. The Defendants knew or should have known that EquiAlt and the EquiAlt Insiders were operating in a manner that breached their fiduciary duties to The Investment Funds.

104. The Defendants gave substantial aid and assistance to EquiAlt and the EquiAlt Insiders in the furtherance of their continued breach of fiduciary duties.

105. The Defendants knew that it had conflicts of interest and intentionally chose to ignore those conflicts and to render legal advice and assistance that knowingly aided and abetted EquiAlt and the EquiAlt Insiders in continuing this fraudulent scheme, and in exchange for aiding and turning a blind eye to EquiAlt and the EquiAlt Insiders' activities, the Defendants received hundreds of thousands of dollars in legal fees.

106. The Defendants' substantial assistance to EquiAlt and the EquiAlt Insiders knowingly aided and abetted their fraudulent scheme, to the detriment of The Investment Funds and their Investors.

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WHEREFORE, the Plaintiffs request judgment against Defendants for damages, prejudgment interest, attorneys' fees, the costs of this action, and such other and further relief this Court deems appropriate.

Dated: December 30, 2020

DIAMOND MCCARTHY LLP

Kathy Bazoian Phelps
Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Dated: December 30, 2020

DIAMOND MCCARTHY LLP

Kathy Bazoian Phelps
Attorneys for Plaintiffs

12/31/2020

EXHIBIT H

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.: 16-cv-21301-GAYLES

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

ARIEL QUIROS,
WILLIAM STENGER,
JAY PEAK, INC.,
Q RESORTS, INC.,
JAY PEAK HOTEL SUITES L.P.,
JAY PEAK HOTEL SUITES PHASE II. L.P.,
JAY PEAK MANAGEMENT, INC.,
JAY PEAK PENTHOUSE SUITES, L.P.,
JAY PEAK GP SERVICES, INC.,
JAY PEAK GOLF AND MOUNTAIN SUITES L.P.,
JAY PEAK GP SERVICES GOLF, INC.,
JAY PEAK LODGE AND TOWNHOUSES L.P.,
JAY PEAK GP SERVICES LODGE, INC.,
JAY PEAK HOTEL SUITES STATESIDE L.P.,
JAY PEAK GP SERVICES STATESIDE, INC.,
JAY PEAK BIOMEDICAL RESEARCH PARK L.P.,
AnC BIO VERMONT GP SERVICES, LLC,

Defendants,

JAY CONSTRUCTION MANAGEMENT, INC.,
GSI OF DADE COUNTY, INC.,
NORTH EAST CONTRACT SERVICES, INC.,
Q BURKE MOUNTAIN RESORT, LLC,

Relief Defendants, and

Q BURKE MOUNTAIN RESORT, HOTEL AND CONFERENCE CENTER, L.P.,
Q BURKE MOUNTAIN RESORT GP SERVICES, LLC

Additional Defendants
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FINAL ORDER (I) APPROVING SETTLEMENT BETWEEN RECEIVER, INTERIM CLASS COUNSEL, AND RAYMOND JAMES & ASSOCIATES, INC.; AND (II) BARRING, RESTRAINING, AND ENJOINING CLAIMS AGAINST RAYMOND JAMES & ASSOCIATES, INC.

THIS MATTER came before the Court on the Motion for Approval of Settlement between the Receiver, Interim Class Counsel, and Raymond James & Associates, Inc. [ECF No. 315] (the "**Motion**") filed by Michael I. Goldberg, as the Court-appointed receiver (the **"Receiver")** of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**"). Pursuant to the Order (I) Preliminarily Approving the Settlement between Receiver, Interim Class Counsel, and Raymond James & Associates, Inc.; (II) Temporarily Staying Related Litigation Against Raymond James & Associates, Inc.; (III) Approving Form and Content of Notice, and Manner and Method of Service and Publication; (IV) Setting Deadline to Object to Approval of Settlement and Entry of Bar Order; and (V) Scheduling a Hearing [ECF No. 318] (the "**Preliminary Approval Order**"), the Court held a hearing on June 30, 2017, to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver requests final approval of the proposed settlement with Interim Class Counsel and Raymond James & Associates, Inc. ("**Raymond James**") set forth in the Settlement Agreement dated April 13, 2017 (the "**Settlement Agreement**") attached as Ex. A to the Motion, executed by the Receiver on behalf of each of the Receivership Entities, by Raymond James, and by Interim Class Counsel on behalf of all investors in the eight limited partnerships that are included in the Receivership Entities (the "**Investors**") (collectively, the "**Settling Parties**"); and for entry of a bar order (the "**Bar Order**") enjoining any and all persons (excluding any federal or state governmental bodies or agencies) from commencing or continuing litigation or other pursuit of any and all claims against any the Raymond James Released Parties that relate in any manner to those events, transactions and circumstances alleged in the SEC Action; *Goldberg v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-21831-JAL (S.D. Fla.) (the "**Receiver's Action**"); *Daccache v. Raymond James & Associates,*

Inc. et al., Case No. 16-CV-21575-FAM (the "**Class Action**"); or *Zhang v. Raymond James & Associates, Inc. et al.*, Case No. 16-CV-24655-KMW (S.D. Fla.); *Gonzalez et al. v. Raymond James & Associates, Inc. et al.*, Case No. 16-17840-CA-01 (11th Jud. Cir. Miami-Dade Cty); and *Waters v. Raymond James & Associates, Inc. et al.*, Case No. 11-2016-CA-001936-0001-XX (20th Jud. Cir. Collier Cty) (the Class Action and the *Zhang*, *Gonzalez* and *Waters* actions are collectively referred to as the "**Investor Actions**").

The Court's Preliminary Approval Order preliminarily approved the Settlement Agreement, approved the form and content of the Notice, and set forth procedures for the manner and method of service and publication of the Notice to affected parties. The Preliminary Approval Order and related documents were served by email on all identifiable interested parties and publicized in an effort to reach any unidentified persons.

The Preliminary Approval Order set a deadline for affected parties to object to the Settlement Agreement or the Bar Order, and scheduled the hearing for consideration of such objections, as well as the Settling Parties' argument and evidence in support of the Settlement Agreement and Bar Order. That deadline has passed, and no formal objections were filed.

The Receiver filed a Declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order [ECF No. 338].

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunction [ECF No. 238], the Permanent Injunction [ECF No. 260], and the Asset Freeze Order [ECF No. 11]. In addition, the Court has read and considered the Motion, the

Settlement Agreement, other relevant filings of record, and the arguments and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement and the Bar Order, and authority to grant the Motion, approve the Settlement Agreement, enter the Bar Order, and award attorneys' fees. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 Fed. Appx. 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action). *See also Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (approving settlement and bar order in a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (approving settlement and bar order in a class action).

B. The service or publication of the Notice as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all affected persons of the Motion, the Settlement Agreement and the Proposed Bar Order, and of their opportunity to object thereto, of the deadline for objections, and of their opportunity to appear and be heard at the hearing concerning these matters. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order and all matters related thereto and to be heard at the hearing; therefore, the service and publication of the Notice complied with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any investors, creditors, objectors, and parties to the SEC Action, the Receiver's Action, and the Investor Actions to be heard if they desired to participate. Each of these persons or entities has standing to be heard on these issues.

D. The Settling Parties negotiated over a period of several months; their negotiations included the exchange and review of documents, multiple in-person meetings, numerous depositions, many telephone conferences, and a two-day mediation at which Class Counsel was also present.

E. The Settlement Agreement was entered into in good faith, is at arm's length, and is not collusive. The claims the Receiver brought against Raymond James involve disputed facts that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each relevant Receivership Entity, and any ensuing appeal. The Receivership Estate is limited and needs to be able to pay creditors, complete construction, as well as to focus on the operations and sale of the Estate assets. Litigation with Raymond James is costly and burdensome, with more than 100,000 pages of Raymond James' documents to review, complex transactions to understand, multiple witnesses, and substantial legal arguments to address.

F. The Receiver has a present and immediate need for the majority of the funds he is receiving pursuant to the settlement so as to distribute funds to those Investors who are unlikely to receive any significant benefits from their investments and to preserve and maximize the value of the assets in the Receivership Entities for the benefit of the remaining Investors and other creditors and stakeholders. Without immediate payment of these portions of the Settlement Payment, the ability of certain Investors to apply for residency may expire, rights of other

Investors may never come into being, and assets of the Receivership Estate will be wasted and have diminished value.

G. The Settlement Agreement provides for Raymond James to pay the Receiver a total Settlement Amount of One Hundred and Fifty Million Dollars ($150,000,000.00) (the "Settlement Payment") —a recovery for the Receivership Entities of, in absolute terms, One Hundred and Twenty-five Million Dollars ($125,000,000.00)—which permits the Receiver to begin the process of immediately returning Sixty Seven Million Dollars ($67,000,000.00) to some investors (comprising their principal investment, not including their administrative fee payment) and to protect and substantially increase the value of the assets for the remaining Investors. The remainder of the Settlement Payment (Twenty-Five Million Dollars) relieves Investors from the obligation to pay attorneys' fees and costs out of their own recoveries with respect to claims against Raymond James.

H. The Settlement Agreement provides for payments to the Investors and creditors, enhanced value for the Investors, and offsets to liability, if any, of other defendants in the Receiver's Action and the Investor Actions which are pending or may later be brought. The Court finds that the allocations and consideration for each phase of investors are fair and reasonable, both individually and as a whole.

I. Based upon the foregoing findings, the Court further finds and determines that entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver, that the proposed settlement as set forth in the Settlement Agreement is fair, adequate and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Settlement Amount provides a recovery to the Receiver for the benefit of the Receivership Entities and the Investors that is well within the range of reasonableness. *See*

Sterling v. Stewart, 158 F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is fair, adequate and reasonable, and is not the product of collusion between the settling parties).

J. The Court also finds that the provisions of Section 11 of the Settlement Agreement fairly and equitably address the Receiver's need for immediate funds and fairly and equitably compensate Raymond James for the risks of making immediate payment of the Initial Settlement Payment, without waiting for relevant appellate periods to expire or appellate proceedings to be concluded.

K. Raymond James has conditioned its willingness to make the Settlement Payment on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Raymond James Released Parties (as defined below) that relate in any manner whatsoever to the Receivership Entities, the investments in the Receivership Entities made by the Investors, and those events, transactions and circumstances alleged in the SEC Action, the Receiver's Action, and the Investor Actions (the "Barred Claims," as more fully defined below). A necessary condition to Raymond James' ultimate agreement to the Settlement Agreement was the inclusion of the Bar Order. Pursuant to the terms of the Settlement Agreement, entry of the Bar Order is necessary for the Receiver to use and disburse the full Settlement Payment pursuant to the terms of the Settlement Agreement.

L. Raymond James is only willing to pay the Settlement Payment in exchange for finality as to the Barred Claims. The Court finds that Raymond James, the Receiver, and Interim Class Counsel have agreed to this Settlement in good faith and that Raymond James is paying a fair share of the potential damages for which it could be liable.

M. The Receiver's Action and the Investor Actions against Raymond James arise from the management and transfer of funds and margin loans in, to, from, and among accounts over which Ariel Quiros had signature power at Raymond James.

N. The investors made investments in eight limited partnerships created to meet the requirements of the EB-5 program, through which an investor who invested $500,000 in a project that created ten or more jobs per investor would be eligible to apply for unconditional, permanent residency in the United States on an expedited basis. The eight limited partnerships into which the investments were made were intended to create economic assets that would operate, generate income, and possibly be sold to return capital.

O. The Initial Settlement Payment makes it possible for the completion of construction of Stateside Phase VI to create the necessary jobs for all investors in Stateside Phase VI to be eligible to apply for permanent legal residency. As a result, all investors in Phases I through VI, and nearly all of the investors in Phase VIII, have obtained, or will be eligible to obtain, permanent legal residency because of the creation of jobs through the limited partnerships.

P. Resort hotels and amenities were built and are operating for the Jay Peak Phases I through VI and the Q Burke Phase VIII partnerships. As a result, these limited partnerships have economic value.

Q. No project was completed and no qualifying jobs were created with respect to the Biomedical Phase VII project and, therefore, the Phase VII investors will achieve neither the right to permanent residency nor economic asset creation. Indeed, it appears that much of Phase VII's investment capital may have been used to pay other limited partnership's expenses, to pay for illusory assets, or to enrich others. The Settlement Agreement, therefore, provides for the

remaining Phase VII investors to receive their capital investment back (not including administrative fees). The Settlement Agreement further provides for the remaining Phase VII investors to be eligible to receive their administrative fees back from the sale of Phase VII's property, while also preserving their ability to recover their administrative fees from persons other than the Raymond James Released Parties.

R. While the Q Burke Phase VIII hotel was built, the partnership was undersubscribed and it is not yet certain that it has or will generate sufficient jobs to allow for all of the investors in Phase VIII to obtain unconditional permanent residency. The Receiver has concluded that it is reasonably likely that sufficient jobs were created for all but twenty (20) of the investors to be eligible to apply for permanent legal residency. He anticipates that the number of jobs should increase and be resolved in the foreseeable future. The Settlement Agreement, therefore, provides for those who do not receive this benefit from their investment to receive their capital investment back (not including administrative fees) when the number of jobs has been established. The Final Settlement Payment, therefore, creates a fund for the Phase VIII investors for whom sufficient jobs may not be created to support their right to the unconditional permanent residency application. The Settlement Agreement further provides for those investors for whom sufficient jobs have not been created to be eligible to receive their administrative fees back from their proportional interest in the partnership and the sale of Phase VIII's property.

S. **Notice to Affected Parties**

The Receiver has given the best practical notice of the proposed Settlement Agreement and Bar Order to all known interested persons:

1. all counsel who have appeared of record in the SEC Action;
2. all counsel for all of the Investors who are known by the Receiver to have appeared of record in any legal proceeding or arbitration commenced by or on behalf of any individual Investor or putative class of investors seeking relief against any person or

entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action;

3. all known Investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein; and

4. all known non-investor creditors of each and every one of the Receivership Entities identified after a reasonable search by the Receiver.

5. all parties to the SEC Action, the Class Action, and the Investor Actions.

6. all professionals, financial institutions, and consultants of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

7. all owners, officers, directors, and senior management employees of the Receivership Entities identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

8. other persons identified by Raymond James from discovery in the Receiver's Action or Investor Actions.

The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

In addition, the Receiver has published the Notice approved by the Preliminary Approval Order in the Vermont Digger, and The Burlington (Vermont) Free Press, twice a week for three consecutive weeks. The Receiver has also maintained the Notice on the website maintained by the Receiver in connection with the SEC Action (www.JayPeakReceivership.com).

Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Settlement Agreement and Bar Order and have been provided sufficient information to put them on notice how to obtain more information and/or object, if they wished to do so.

T. **Benefits of the Settlement:**

1. Trade, construction, and other creditors exist for Phases I through VI and Phase VIII. The Settlement Agreement provides funds for them to be paid, which is necessary for the Jay Peak Resort and Burke Mountain Hotel properties to be clear of liens and to obtain goods and services on the most favorable terms available.
2. With respect to the Hotel Suites Phase I investors, the Settlement Agreement provides for the return of their capital investment (not including administrative fees), less sums previously paid to them, and provides benefits to investors in Jay Peak Phases II through VI who receive the underlying assets of what was previously owned by the investors in Phase I.
3. With respect to Biomedical Phase VII, and all investors in Q Burke Phase VIII who are not eligible to apply for unconditional permanent residency due to the failure of the partnership to create the requisite number of jobs, the Settlement Agreement provides for the return of their capital investment (not including administrative fees), as the ability to receive an unconditional visa was not created. The Receiver has agreed to allow these investors to file a claim in the Receivership Estate for up to $50,000 for the administrative fees they paid Jay Peak in connection with their investments, to be paid from their proportionate share of the property in their respective partnerships.
4. The Settlement Payment thus enhances the value of Phases II through VI and Phase VIII by allowing the Receiver to pay trade and construction creditors and other debts, adds the assets of Phase I to the Phase II through VI pool of assets, and requires the Receiver to contribute assets from the Receivership Estate necessary to run the Jay Peak Resort and Burke Mountain Hotel that otherwise did not belong to the limited partnerships, thus

allowing the Jay Peak Resort and Burke Mountain Hotel to be sold free and clear and as a whole. This enhances the ability to sell the Jay Peak Resort and the Burke Mountain Hotel with all associated assets and rights, thus enhancing their value for the benefit of their investors.

5. The Receiver agrees to release necessary claims by one entity against the others to the extent that funds of later phases were used to pay expenses and cost overruns of other phases.

6. With respect to unfinished construction at Phase VI, the Settlement Agreement provides immediate funds to complete it, which enhances not only the value of Phase VI specifically, but also the value of Phases II through V of which Phase VI is a part.

7. All investors in Phases II through VI and Phase VIII will benefit from the ability to sell the Jay Peak Resort as a single entity and the Burke Mountain Hotel as a single entity.

8. As a result of the Settlement Payments, creditors will be paid and claims against other defendants or third parties who may be jointly and severally liable will be significantly reduced. Damages in general for all Investors and the Receivership Entities will be reduced on all claims that have been or may be brought in the future, which benefits all current and future defendants.

U. The Bar Order and the releases in the Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the investors and other stakeholders. The Receiver will establish a distribution process through which investors and other interested parties may seek disbursement of funds of the Settlement Amount earmarked for them. The interests of persons affected by the Bar Order and the releases in the Settlement Agreement were well represented by

the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel, and by Interim Class Counsel. Accordingly, the Settlement Agreement is fair, adequate and reasonable, and in the best interests of all creditors of, investors in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against Raymond James relating to the Barred Claims. The Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action.

V. Approval of the Settlement Agreement and the Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Settling Parties have shown good reason for the approval of the Settlement Agreement and Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved.

2. The Settlement Agreement is **APPROVED**, and is final and binding upon the Settling Parties and their successors and assigns as provided in the Settlement Agreement. The Settling Parties are authorized to perform their obligations under the Settlement Agreement.

3. The Receiver shall use and disburse the Settlement Amount in accordance with the terms and conditions of the Settlement Agreement and a Plan of Distribution to be approved by this Court. Without limitation of the foregoing, upon the occurrence of the Effective Date, the releases set forth in Section 5 of the Settlement Agreement are **APPROVED**, and are final and binding on the Parties and their successors and assigns as provided in the Settlement

Agreement. The Court further approves the use of $25,000,000 to establish the Attorneys' Fund to be disbursed in accordance with the terms of the Settlement Agreement. The Receiver shall not disburse any funds from the Attorneys' Fund without prior approval from this Court.

4. The Bar Order as set forth in paragraph 5 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 Fed. Appx. at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as "ancillary relief" to that proceeding). *See also In re Seaside Eng'g & Surveying, Inc.*, 780 F.3d 1010 (11th Cir. 2015) (approving bar orders in bankruptcy matters); *Bendall v. Lancer Management Group, LLC*, 523 Fed. Appx. 554 (11th Cir. 2013) (the Eleventh Circuit "will apply cases from the analogous context of bankruptcy law, where instructive, due to limited case law in the receivership context"); *Munford, Inc. v. Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996); *In re Jiffy Lube Securities Litig.*, 927 F.2d 155 (4th Cir. 1991); *Eichenholtz v. Brennan*, 52 F.3d 478 (3d Cir. 1955).

5. BAR ORDER AND INJUNCTION: THE BARRED PERSONS ARE PERMANENTLY BARRED, ENJOINED, AND RESTRAINED FROM ENGAGING IN THE BARRED CONDUCT AGAINST THE RAYMOND JAMES RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are herein defined.

a. **The "Barred Persons"**: Any non-governmental person or entity, including, without limitation, (i) owners, officer and directors, limited and general partners, investors, and creditors of the Receivership Entities or of any account held at Raymond James related to Ariel Quiros or any of the Receivership Entities; (ii) any Defendant in the SEC Action, the Receiver's Action, or the Investor Actions,

or in any action which may hereafter be brought in connection with the Barred Claims; or (iii) any person or entity claiming by or through such persons or entities, and/or the Receivership Entities, all and individually, directly, indirectly, or through a third party, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. **The "Barred Conduct"**: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, otherwise prosecuting, or otherwise pursuing or litigating in any case or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, relating in any way to the Barred Claims;

c. **The "Barred Claims":** any and all claims, actions, lawsuits, causes of action, investigation, demand, complaint, cross-claims, counterclaims, or third-party claims or proceeding of any nature, including, but not limited to, litigation, arbitration, or other proceeding, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada or elsewhere, whether arising under local, state, federal or foreign law; that in any way relate to, are based upon, arise from, or are connected with the released claims or interests of any kind as set forth in the Settlement Agreement, with the Receivership Entities, the investments made in the eight limited

partnerships, the accounts at Raymond James over which Ariel Quiros had signature authority or that were maintained in connection with the Receivership entities, including but not limited to those events, transactions and circumstances alleged in the SEC Action, the Receiver's Action and the Investor Actions;

d. **The "Raymond James Released Parties"**: Raymond James, its parent, affiliate, and subsidiary companies, all current, former and future employees, agents, attorneys, officers and directors, and consultants, including without limitation Frank Amigo and Joel N. Burstein, and each of its members, managers, principals, associates, representatives, distributors, attorneys, trustees, and general and limited partners and each of their respective administrators, heirs, beneficiaries, assigns, predecessors, predecessors in interest, successors, and successors in interest

6. Any non-settling Defendants in the Receiver Action or the Investor Actions who would otherwise be entitled to contribution or indemnity from the Raymond James Released Parties in connection with any claim asserted against them by the Receiver or the Investors shall be entitled to a dollar-for-dollar offset against any subsequent judgment entered against such party for: (1) with respect to the Receiver, the Settlement Payment amount, less the Twenty Five Million Dollars ($25,000,000.00) awarded in attorneys' fees; and (2) with respect to the Investors, any portion of the Settlement Payment earmarked for and received by each such Investor pursuant to the Settlement Agreement. This provision is without prejudice to whatever rights, if any exist, any non-settling defendant may have to setoff under applicable law in the Receiver's Action, the Investor Actions, or any other action brought by or on behalf of the

Receiver or the Receivership Entities or by any investor now pending or which may be brought in the future.

7. Paragraph 5 of this Order shall not apply (i) to the United States of America, its agencies or departments, or to any state or local government; or (ii) to the Settling Parties' respective obligations under the Settlement Agreement.

8. Nothing in this Order or the Settlement Agreement, and no aspect of the Settling Parties' settlement or negotiations thereof, is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties with regard to any case or proceeding, including the Receiver's Action and the Investor Actions.

9. No Raymond James Released Party shall have any duty or liability with respect to the administration of, management of or other performance by the Receiver of his duties relating to the Receivership Entities, including, without limitation, the process to be established by the Receiver for filing, adjudicating and paying claims against the Receivership Entities or the allocation, disbursement or other use of the Settlement Amount. Other than by direct appeal of this Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure, no appeal, challenge, decision or other matter concerning any subject set forth in this paragraph shall operate to terminate or cancel the Settlement Agreement, or to impair, modify or otherwise affect in any manner the Bar Order.

10. Nothing in this Order or the Settlement Agreement, nor the performance of the Settling Parties' obligations thereunder, shall in any way impair, limit, modify or otherwise affect the rights of Raymond James, the Receiver, or the Investors against any party not released in the Settlement Agreement.

11. This Order is without prejudice to, and shall not impair, the right of any defendant in the SEC Action, the Receiver Action, the Investor Actions, or any other action brought by or on behalf of the Receiver, the Receivership Entities, or any investor, now pending or which may be brought in the future 1) to assert any allegations or claims, based on or related to the conduct at issue in the foregoing actions, against any person or entity (other than the Raymond James Released Parties, against whom all such allegations and claims are and shall be forever barred), or 2) to assert any defense that exists under applicable law, including, without limitation, defenses based on set-off as provided in paragraph 6 hereunder and defenses based on the conduct of any person or entity. Nothing herein suggests whether or not it would be legally appropriate or otherwise proper for a defendant in the SEC Action to assert these allegations or defenses in the SEC Action.

12. All Barred Claims against the Raymond James Released Parties, including those in the Receiver's Action and the Investor Actions, are stayed until this Order is final. Raymond James shall have the right to receive discovery obtained by other parties, at its expense, but need not participate in or respond to discovery. To the extent reasonably necessary for the Receiver or the Investors to pursue claims against others, Raymond James shall produce witnesses or documents. In the event that this Order is vacated, reversed or modified on appeal, Raymond James, the Receiver, and the Investors shall be afforded the right and opportunity to pursue discovery on the issues and claims relating to Raymond James.

13. The Receiver is directed and authorized to dismiss his Claims against Raymond James and Joel Burstein in the Receiver's Action with prejudice, when this order is final within the meaning of the Settlement Agreement, in accordance with the terms of the Settlement Agreement.

14. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

15. This Order shall be served by counsel for the Receiver via email, first class mail or international delivery service, on any person or entity afforded notice (other than publication notice) pursuant to the Preliminary Approval Order.

16. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the injunction, Bar Order and releases herein or in the Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising the injunction or Bar Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

DONE AND ORDERED in Chambers at Miami, Florida, this 30th day of June, 2017.

DARRIN P. GAYLES
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

Jay Peak, Inc.

Q Resorts, Inc.

Jay Peak Hotel Suites L.P.

Jay Peak Hotel Suites Phase II L.P.

Jay Peak Management, Inc.

Jay Peak Penthouse Suites L.P.

Jay Peak GP Services, Inc.

Jay Peak Golf and Mountain Suites L.P.

Jay Peak GP Services Golf, Inc.

Jay Peak Lodge and Townhouses L.P.

Jay Peak GP Services Lodge, Inc.

Jay Peak Hotel Suites Stateside L.P.

Jay Peak GP Services Stateside, Inc.

Jay Peak Biomedical Research Park L.P.

AnC Bio Vermont GP Services, LLC

Q Burke Mountain Resort, Hotel and Conference Center, L.P.

Q Burke Mountain Resort GP Services, LLC

Jay Construction Management, Inc.

GSI of Dade County, Inc.

North East Contract Services, Inc.

Q Burke Mountain Resort, LLC

EXHIBIT I

SETTLEMENT AGREEMENT

March 23, 2022

The Claimant Settling Parties[1] and the Respondent Settling Parties have agreed to settle all actual and potential disputes between them relating to the Receivership Entities and the EquiAlt Securities (referred to herein as the "Settlement"). This Settlement Agreement ("Agreement") memorializes the terms and conditions of the Settlement, as required by Section II.B of the Settling Parties' Memorandum of Understanding, dated December 8, 2021 ("MOU").

I. Definitions.

1. "Claim" or "Claims" means any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, or third-party claims or proceedings, known and unknown, accrued and unaccrued, of any nature that in any way relate to, are based upon, arise from, or are connected with the Receivership Entities, the Receivership Estate, representation of the Receivership Entities or the Receivership Estate, the EquiAlt Securities, or the claims, events, transactions, or circumstances that were or could have been alleged in the SEC Action, the Receiver Action, or the Investor Action.

2. "Claimant Settling Parties" means the Receiver, the Receivership Entities, and the Investor Plaintiffs.

3. "Davison" means Brian Davison.

4. "DLA" means DLA Piper LLP (US), and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

5. "Effective Date" means the date by which each of the following events have occurred, unless expressly waived by agreement of the Settling Parties:

   a. All Settling Parties' timely execution of the Agreement;

[1] All capitalized terms with the exception of Settlement, Agreement, and MOU are defined in Section I.

b. Satisfaction of the release conditions in Section II.A below or waiver of such conditions by DLA and/or Fox as set forth in Section II.A.2;

c. Entry of an order in the SEC Action approving the Agreement which is final and no longer subject to modification or reversal on appeal;

d. Entry of the Bar Order in the SEC Action as described in Section II.B which is final and no longer subject to modification or reversal on appeal; and

e. Entry of a Good-Faith Settlement Determination in the Receiver Action as described in Section II.C which is final and no longer subject to modification or reversal on appeal.

6. "EquiAlt Actions" means the Receiver Action, the Investor Action, and *Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida.

7. "EquiAlt Securities" means all securities issued by any of the Receivership Entities and their parents, subsidiaries, affiliates, predecessors, successors, and assigns.

8. "Final Approval Order" means the order entered by the Court in the SEC Action granting final approval of the Settlement.

9. "Fox" means Fox Rothschild LLP, and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

10. "Investor Action" means the matter captioned *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida.

11. "Investor Plaintiffs" means Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004; and his, her, its, and their

predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, and employees.

12. "Non-Releasing Sales Agents" means any person or entity who allegedly sold or facilitated the sale of EquiAlt Securities, other than Davison, Rybicki, and the Sales Agents. For avoidance of doubt, Non-Releasing Sales Agents includes, but is not limited to, Vance Hivoral Barry, Steven R. Fortier, Lee Jordan, Kenneth J. Kaufman, Aujanae Bennett, Larry Sampson, Brad Mason, Joshua Stoll, Julie Ann Minuskin, Retire Happy LLC, Lance Vennard, Luke Vennard, Knowles Systems, Inc., Jennifer Jennings, Casey Ellis a/k/a Casey Forsyth, Lynette M. Robbins, American Senior Benefits LLC, Wealth Protection Partners, Yvette Papazian Spillman, AJB Financial Services LLC, Allstate Financial Services, Anthony J. Brown, Aim Inc., Harry Anand, Eaglin Financial Services, Ryan J. Eaglin, Alternative Legacy, Paul Bartlett, Call-Cathy Insurance and Financial Services, Inc., Xhao (Catherine) Ma, Jefferson Tree Capital, Gonen Ergas, Brokerage Specialists, Inc., Todd Hoins, James McDavitt Consulting, James N. McDavitt, Liberty Benefits Consulting, Steven S. Henry, Brokers Alliance, Jonathan Fuller, Aaron Gravel, Titan Brokerage Services, Marc Toomey, Rise Financial Group, Daniel Anderson, Depot Insurance Services, Inc., Sami Nashawaty, The Bertucci Group LLC, Leonardo LLC, and Leonardo Bertucci.

13. "Receiver" means Burton W. Wiand, the Court-appointed receiver in the SEC Action.

14. "Receivership" means the receivership proceedings established in connection with the SEC Action and administered by the Receiver and the district court presiding over the SEC Action.

15. "Receiver Action" means the matter captioned *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et al. v. Paul R. Wassgren, et al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles.

16. "Receivership Entities" means all entities placed in receivership in the SEC Action or over which the Receiver has authority as a result of the SEC Action, including without limitation EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, LP, EquiAlt Fund I, LLC, EquiAlt QOZ Fund GP, LLC, EquiAlt Holdings LLC, EquiAlt Property Management LLC, EquiAlt Capital Advisors, LLC, 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, EA NY, 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, and its and their predecessors, successors, parents, subsidiaries, creditors, affiliates, assigns, officers, partners, counsel, and employees.

17. "Respondent Settling Parties" means Wassgren, Fox, and DLA.

18. "Rybicki" means Barry Rybicki.

19. "Sales Agents" means Family Tree Estate Planning, LLC, James Wooten, MASears, LLC d/b/a Picasso Group, DeAndre Sears, Maria Antonio Sears, American Financial Security, LLC, American Financial Investments, LLC, Ronald F. Stevenson, Barbara Stevenson, Live Wealthy Institute, LLC, Dale Tenhulzen, REIT Alliance Marketing, LLC, Ernest "Cal" Babbini, Joseph Financial Investment Advisors, LLC, Bobby Joseph Armijo, Joseph Financial Inc., Elliott Financial Group, Inc., Todd Elliott, Elliot Financial Advisors, LLC, Lifeline Innovations & Insurance Solutions, LLC, John Marquis, Greg Talbot, Rokay Unlimited, LLC, Anthony R. Spooner, Seek Insurance Services, LLC, James D. Gray, John E. Friedrichsen, Financial Group, LLC, Patrick Runninger, GIA, Inc., GIA, LLC, Edgar Lozano, Agents Insurance Sales, Barry Wilken, J. Prickett Agency, Joe Prickett, Barry Neal, Ben Mohr, Ben Mohr LLC, Ben Mohr, Inc., Marketing Dynamics, Inc., Tim Laduca, J. Wellington Financial, LLC, Jason Jodway, and Sterling Group.

20. "SEC Action" means the matter captioned *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP, pending in the United States District Court for the Middle District of Florida.

21. "Settling Parties" means the Claimant Settling Parties and the Respondent Settling Parties, collectively.

22. "Wassgren" means Paul Wassgren.

II. Terms.

A. Release of Claims by Davison, Rybicki, and Sales Agents.

1. The Claimant Settling Parties have ninety (90) days following the date this Agreement is fully executed to obtain from Davison, Rybicki, and the Sales Agents general releases and covenants not to sue (with injunctive relief) of all Claims against each of the Respondent Settling Parties in the forms attached hereto as Exhibits 1–6 subject to any modifications required by the releasors and approved by the Respondent Settling Parties, which approval may not be unreasonably withheld. For avoidance of doubt, these releases will encompass entities that are predecessors of entity Sales Agents and will bind all of their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors,

affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present, in any of the above entities. These releases will include a waiver of rights under California Civil Code § 1542.

2. The Respondent Settling Parties have no obligation to perform any of the terms of this Agreement, or to otherwise proceed with the Settlement, unless and until all of the releases and covenants not to sue under Section II.A.1 above have been obtained. If the Claimant Settling Parties are unable to obtain all of the releases and covenants not to sue under Section II.A.1 within ninety (90) days of the date this Agreement is fully executed, this Agreement will automatically terminate, unless (1) the Respondent Settling Parties at their sole discretion agree to extend the time to obtain the releases and covenants not to sue, or (2) the Respondent Settling Parties at their sole discretion agree to waive the requirements of Section II.A.1. If the Claimant Settling Parties can demonstrate that a particular Sales Agent had only *de minimis* involvement in selling and facilitating the sale of EquiAlt Securities or received only *de minimis* commissions, then the Respondent Settling Parties will not unreasonably refuse to waive the condition as to that particular person or entity. DLA and Fox each has the option to independently waive the condition in Section II.A.1 and separately proceed with the Settlement according to the terms of this Agreement, but such a waiver, if exercised, will be effective only as to that waiving party and Wassgren for the time period he was a partner of that waiving party. Wassgren cannot independently waive the condition in Section II.A.1. If one of DLA or Fox waives the condition in Section II.A.1 but the other does not, then the defendant who waives the condition and the Claimant Settling Parties will work together in good faith to revise the exhibits to this Agreement to the extent necessary to excise the non-waiving defendant from the Bar Order and other exhibits.

3. The Claimant Settling Parties will provide to the Respondent Settling Parties a complete, unredacted copy of each executed release and covenant not to sue described in Section II.A.1 promptly following its execution. The Claimant Settling Parties may retain the original(s) of the executed releases and covenants not to sue until the Effective Date. On the Effective Date, the Claimant Settling Parties will deliver to those Respondent Settling Parties for which the Settlement has become effective the original executed releases and covenants not to sue. If the Effective Date does not occur with respect to any of the Respondent Settling Parties, the Claimant Settling Parties will have no obligation to deliver to those Respondent Settling Parties for which the Settlement has not become effective the original executed releases and covenants not to sue, and those Respondent Settling Parties agree that they will not attempt to rely on or enforce the releases and covenants not to sue until the Effective Date.

4. Unless and until the release conditions described in this Section II.A are satisfied or waived, the Settling Parties will keep this Agreement confidential, will not seek court approval of this Agreement, and will not seek to effectuate its terms.

B. Approval of Agreement and Bar Order.

1. Upon satisfaction or waiver of the release conditions in Section II.A, the Receiver will file, and the Investor Plaintiffs will support, a motion with the district court in the SEC Action ("Settlement Motion") requesting: (i) approval of this Agreement; (ii) entry of an order by the district court in the SEC Action in substantially the same form and substance as attached hereto as Exhibit 7 (the "Preliminary Approval Order"), which, *inter alia*, provides for preliminary approval of this Agreement, gives notice to all affected and interested parties, and delineates the form, manner and substance of notices to be provided in advance of final approval of this Agreement; (iii) entry of a final approval and bar order by the district court in the SEC Action in substantially the same form and substance as attached hereto as Exhibit 8 (the "Bar Order"), which, *inter alia*, provides for final approval of this Agreement and bars commencement and continuation of any actions against the Respondent Settling Parties, excluding any actions brought by federal or state governmental bodies or agencies; (iv) approval of the form and content of the notice attached hereto as Exhibit 9 (the "Notice") and the manner and method of publication of such notice; (v) a court-imposed deadline by which objections to this Agreement and the Bar Order must be filed with the district court in the SEC Action or else be deemed waived; and (vi) a stay of the Receiver Action and the Investor Action. The Receiver will share a draft of the Settlement Motion with the Respondent Settling Parties at least five (5) business days before filing the Settlement Motion.

2. In accordance with the Preliminary Approval Order, the Receiver shall use best efforts to provide good and sufficient notice of this Agreement, the Settlement Motion, and the deadline to object to approval of this Agreement and the Bar Order to all affected and interested persons and parties.

3. If the district court in the SEC Action does not approve this Agreement, then this Agreement will terminate and the entire Settlement will be null and void.

4. If the Claimant Settling Parties do not secure the Bar Order, or if the Respondent Settling Parties determine that any material modification of the Bar Order by the district court in the SEC Action is unsatisfactory, invalid, or unenforceable, in whole or in part, then this Agreement will terminate and the entire Settlement will be null and void. The Respondent Settling Parties may waive this condition, but their determination whether to waive and/or renegotiate will be at their sole discretion. DLA and Fox each may independently waive this condition and separately proceed with the Settlement according to the terms of this Agreement, but

such a waiver, if exercised, will be effective only as to that waiving party and Wassgren for the time period he was a partner of that waiving party. Wassgren cannot independently waive this condition.

5. If any person or entity violates the Bar Order by pursuing or attempting to pursue Claims against any of the Respondent Settling Parties, the Receiver and the Respondent Settling Parties, either jointly or independently, may seek to enforce the Bar Order. The Receiver will cooperate with and support any reasonable efforts of the Respondent Settling Parties to enforce the Bar Order, including, if requested by the Respondent Settling Parties, joining motions or other filings submitted to enforce it, and appearing at any hearings entertaining said motions or other filings to argue in support of said motions or other filings. The Receiver's obligation to participate in enforcement of the Bar Order as provided herein will continue for the duration of his appointment as receiver for the Receivership Entities and will terminate upon his discharge as receiver for the Receivership Entities.

C. Good Faith Settlement Determination Under California Code of Civil Procedure §§ 877.6(c).

After the Claimant Settling Parties move the district court in the SEC Action for approval of this Agreement and entry of the Bar Order, the Respondent Settling Parties will promptly move the court in the Receiver Action, and the Investor Plaintiffs will not oppose, to make a good faith settlement determination under California Code of Civil Procedure § 877.6(c) of the Agreement and the Bar Order ("the Good Faith Settlement Determination").

D. Releases and Covenants Not To Sue.

1. As of the Effective Date, Claimant Settling Parties hereby expressly, fully and forever, release and discharge Respondent Settling Parties from and against the Claims. As of the Effective Date, Respondent Settling Parties hereby expressly, fully and forever, release and discharge Claimant Settling Parties from and against the Claims.

2. As of the Effective Date, Claimant Settling Parties hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against any of the Respondent Settling Parties that asserts the Claims in whole or in part. As of the Effective Date, Respondent Settling Parties hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity,

any action or proceeding of any kind against any of the Claimant Settling Parties that asserts the Claims in whole or in part.

3. In connection with the foregoing releases, the Settling Parties acknowledge that they are aware that they may hereafter discover facts, claims, or damages presently unknown or unsuspected, or in addition to or different from those which they now know or believe to be true, with respect to the Claims. Nevertheless, (a) the Claimant Settling Parties understand and agree that, as of the Effective Date, the release set forth in above Section II.D.1 will fully, finally, and forever settle and release all claims and causes of action against the Respondent Settling Parties that are defined as Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Claims; and (b) the Respondent Settling Parties understand and agree that, as of the Effective Date, the release set forth in above Section II.D.1 will fully, finally, and forever settle and release all claims and causes of action against the Claimant Settling Parties that are defined as Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Claims.

THE SETTLING PARTIES EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), THE SETTLING PARTIES HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY THE SETTLING PARTIES, AND THE SETTLING PARTIES HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASES.

4. Expressly excepted from the releases and covenants not to sue described in the above Sections II.D.1–3 are claims for breach of this Agreement, which may be enforced by any Settling Party through an action brought in accordance with Section II.J.12, and in which the prevailing party will be entitled to an award of its reasonable attorneys' fees and litigation expenses.

5. The releases and covenants not to sue described in above Sections II.D.1–4 encompass and, as of the Effective Date, are binding on and enforceable by, entities that are predecessors of the Settling Parties and present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives of the Settling Parties, including all individuals with a controlling or ownership interest or a management or employment role, past or present, in the Settling Parties.

E. Dismissals of Actions.

No later than three (3) business days after the Respondent Settling Parties' payment of the settlement amounts in accordance with Section II.F below, the Receiver will dismiss with prejudice the Receiver Action and the Investor Plaintiffs will dismiss with prejudice the Investor Action, subject to any approvals required by the district court in the SEC Action. All Settling Parties will bear their own costs and attorneys' fees except as provided in other provisions of this Agreement.

F. Payment.

1. Within twenty-one (21) days after the Effective Date, DLA will cause to be transferred by wire to the IOTA trust account of Burton W. Wiand P.A. at ServisFirstBank the sum of twenty-two million dollars ($22,000,000).

2. Within twenty-one (21) days after the Effective Date, Fox will cause to be transferred by wire to the IOTA trust account of Burton W. Wiand P.A. at ServisFirstBank the sum of twenty-two million dollars ($22,000,000).

3. Special Counsel for the Receiver and counsel for the Investor Plaintiffs will file their respective motions for approval and payment of attorneys' fees and expenses (the "Fee and Expense Motions") on the same date that the motion for approval of the settlement agreement is filed with the Court. The attorneys' fees and expenses approved by the Court will be set forth in a fee and expense order (the "Fee and Expense Order") separate from the Final Approval Order, so that any appeal of one will not constitute an appeal of the other. No order or proceedings relating to the Fee and Expense Motions, nor any appeal from the Fee and Expense Order, or reversal or modification thereof, will operate to terminate or cancel this Settlement Agreement

or otherwise delay the Effective Date. For avoidance of doubt, the purpose of the Fee and Expense Motions and the Fee and Expense Order is solely to obtain court approval to pay attorneys' fees and expenses from the funds paid pursuant to Sections II.F.1 and II.F.2. Claimant Settling Parties will not seek, and Respondent Settling Parties will have no obligation to pay, any attorneys' fees or expenses separate from or other than the amounts the Respondent Settling Parties have agreed to pay in Sections II.F.1 and II.F.2.

4. The Receiver will provide fully and properly completed W-9 forms to counsel for the Respondent Settling Parties no later than seven (7) days after the Effective Date. Investor Plaintiffs and/or the Receiver shall thereafter bear sole and complete responsibility for collecting W-9 forms, if required by the Internal Revenue Service ("IRS"), and for issuing 1099 forms, if required by the IRS, for any payments of any monies, or for any distributions of any monies, to anyone, as a result of the Respondent Settling Parties making or causing to have made the payment of the settlement amounts, as provided for in this Section II.F.

5. The Settling Parties acknowledge that: (a) the settlement funds payments were obtained and intended to resolve both the Receiver Action and the Investor Action; (b) counsel for the Investor Plaintiffs has agreed to allow the proceeds from that matter to be distributed through the Receivership to conserve and expedite the payments for the benefit of all investors in EquiAlt Securities; (c) any allocation of settlement payment funds or benefits between the Receiver Action and the Investor Action will be a matter of agreement between the Claimant Settling Parties in which the Respondent Settling Parties have no involvement, no position, no responsibility or liability, and no reversionary interest; and (d) the attorneys' fees and litigation expenses to counsel for the Investor Plaintiffs and to Special Counsel for the Receiver will, subject to approval of the district court in the SEC Action, be paid exclusively from the settlement payment funds, in which the Respondent Settling Parties have no involvement, no position, no responsibility or liability, and no reversionary interest.

6. The Settling Parties agree that: (1) the funds transfer obligations created pursuant to Sections II.F.1 and II.F.2 are several and not joint, meaning (i) Fox has no obligation to satisfy or liability for DLA's funds transfer obligation described in Section II.F.1 if, for example, DLA declines to waive a condition, terminates this Agreement, or breaches this Agreement, and (ii) DLA has no obligation to satisfy or liability for Fox's funds transfer obligation described in Section II.F.2 if, for example, Fox declines to waive a condition, terminates this Agreement, or breaches this Agreement; (2) the failure of DLA to make the transfer of funds required by this Agreement will not affect the effectiveness or enforceability of this Agreement with respect to Fox (and its affiliates and related parties) and Wassgren for the time period he was a partner of Fox; and (3) the failure of Fox to make the transfer of funds required by this Agreement will not affect the effectiveness or enforceability

of this Agreement with respect to DLA (and its affiliates and related parties) and Wassgren for the time period he was a partner of DLA. For avoidance of doubt, under the terms of this Agreement, under no circumstances will (i) Fox's payment pursuant to the Settlement exceed the sum of twenty-two million dollars ($22,000,000), or (ii) DLA's payment pursuant to the Settlement exceed the sum of twenty-two million dollars ($22,000,000).

G. No Admission of Liability or Damages.

1. Respondent Settling Parties expressly deny all wrongdoing, liability, and damages, and they are entering into this Settlement solely to avoid the expenses and inconvenience of future litigation. This Agreement, the MOU, and their terms will not act as or constitute an admission by any Respondent Settling Party, or any Respondent Settling Party's past or present officers, directors, shareholders, members, agents, partners, employees, independent contractors, agents, accountants, or attorneys, that they committed any wrongful act, or violated or breached the terms of any agreement or duty owed, whether statutory, at common law, or otherwise.

H. Non-Releasing Sales Agents.

1. The Claimant Settling Parties covenant not to sue any Non-Releasing Sales Agents except to the extent at least one of the following conditions is met: (1) the Receiver agrees to indemnify and hold harmless the Respondent Settling Parties for any Claims brought by the Non-Releasing Sales Agent and to pay the Respondent Settling Parties' costs of defense of those Claims by counsel of the Respondent Settling Parties' choosing; (2) the Claimant Settling Parties obtain from the Non-Releasing Sales Agent a release and covenant not to sue (with injunctive relief) of all Claims against the Respondent Settling Parties in the forms attached as Exhibits 1–6; or (3) the Non-Releasing Sales Agent files or threatens to file one or more Claims against the Respondent Settling Parties.

2. In the event a Non-Releasing Sales Agent files or threatens to file one or more Claims against the Respondent Settling Parties, the Claimant Settling Parties agree (1) to use their best efforts to secure from the Non-Releasing Sales Agent a release and covenant not to sue (with injunctive relief) of all Claims against the Respondent Settling Parties in the forms attached as Exhibits 1–6, and (2) to cooperate with the Respondent Settling Parties to defend the Claims.

I. Confidentiality and Non-Disparagement.

1. Except as permitted by Sections II.I.4 and II.I.5 below, the Settling Parties agree to keep the terms of this Agreement, the MOU, and the Settlement confidential.

2. The Settling Parties will not issue press releases or make any public statements regarding this Agreement, the MOU, the Settlement, or the terms of any of the foregoing, except as permitted by Sections II.I.4 and II.I.5 below.

3. The Claimant Settling Parties agree not to disparage or comment negatively about the Respondent Settling Parties in any public statements. Wassgren agrees not to disparage or comment negatively about the Claimant Settling Parties in any public statements. DLA agrees that its executive managers will not disparage or comment negatively about the Claimant Settling Parties in any public statements. Fox agrees that its executive managers will not disparage or comment negatively about the Claimant Settling Parties in any public statements.

4. The Settling Parties acknowledge that the allegations in the amended complaint in the Investor Action and the allegations in the complaint in the Receiver Action have not been proven, and that no court has made any findings with respect to the accuracy or inaccuracy of the allegations in these pleadings. To the extent that the amended complaint in the Investor Action or the complaint in the Receiver Action seeks to allege the knowing participation of the Respondent Settling Parties in a Ponzi scheme or in any other wrongdoing, the Settling Parties acknowledge that any such allegations have not been proven, and that no court has made any findings as to the accuracy or inaccuracy of those allegations. The Settling Parties acknowledge that the Respondent Settling Parties vigorously dispute the accuracy of the allegations in the above-referenced pleadings and, in fact, contend that those allegations are inaccurate and not supported by facts or evidence. In responding to press inquiries and in communicating with other third parties, the Respondent Settling Parties shall be free to use and disclose the statements in this Section II.I.4 and to deny the Claimant Settling Parties' allegations, any alleged wrongdoing, liability, or damages, and to make any other statements explaining or defending themselves or their conduct consistent with Section II.I.3.

5. Sections II.I.1–2 do not prohibit reasonably necessary disclosure or discussion of the existence or terms of this Agreement, the MOU, the Bar Order, the Good Faith Settlement Determination, or the Release of Claims: (1) in motions and other papers seeking approval of, entry of, enforcement of, or to effectuate the terms of this Agreement, the Bar Order, the Good Faith Settlement Determination, or the Release of Claims; (2) in the Receiver's periodic reports to the district court in the SEC Action; (3) in confidential communications with the SEC seeking the SEC's consent or non-objection to the Settlement, the terms of the Agreement, the Bar Order, the Good Faith Settlement Determination, the Release of Claims, or any draft motions or other proposed filings related thereto; and (4) in confidential communications with the SEC, the Arizona Corporations Commission, and the Department of Justice, or any agents thereof. Should other law enforcement or regulatory agencies request information regarding the Settlement, the Receiver will notify the Respondent Settling

Parties of any such request before complying therewith, unless legally prohibited from doing so.

J. Other Terms.

1. Upon execution of this Agreement by all Settling Parties, this Agreement's terms will supersede and replace the terms of the MOU and this Agreement will constitute the full and entire agreement among the Settling Parties with regard to the subject hereof and supersede all prior negotiations, representations, promises or warranties (oral or otherwise) made by any Settling Party with respect to the subject matter hereof. No Settling Party has entered into this Agreement in reliance on any other Settling Party's prior representation, promise, or warranty (oral or otherwise), except for those that may be expressly set forth in this Agreement.

2. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall constitute one and the same Agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts, provided receipt of copies of such counterparts is confirmed.

3. This Agreement may not be modified, amended or supplemented except by a written agreement executed by the Settling Parties and approved by the district court in the SEC Action.

4. The Settling Parties and the persons executing this Agreement represent and warrant that they have full authority to enter into and execute this Agreement, and that the persons executing this Agreement on behalf of any persons, parties, or entities (as stated in their signature lines below) have been authorized by those persons, parties, and entities to enter into this Agreement. The Settling Parties understand and agree that the Receiver executes this Agreement subject to approval by the district court in the SEC Action, which he will seek and support.

5. The Settling Parties represent that there has not been any assignment of any claim that is subject to this Agreement to entities or individuals that are not able to be released by the Settling Parties to this Agreement.

6. Each party to this Agreement will pay all of its own costs and fees. The direct and indirect recipients of the funds transferred under the Settlement will be responsible for their own tax payments and filings relating to those transfers, and each will take sole and complete responsibility for any tax characterization of those transfers.

7. This Agreement is governed by the laws of the State of Florida without regard to its conflicts of laws provisions.

8. The Settling Parties will cooperate in drafting and executing any exhibits, additional, or supplementary documentation needed to effectuate the intent, purposes of, and terms of this Agreement.

9. Each party has been represented by independent counsel of that party's own choosing in connection with the dispute and with the negotiation and execution of this Agreement. Each party expressly represents and warrants that it is entering into this Agreement based on its own investigation and evaluation of the matters in dispute and after consultation with counsel of its own choosing. Each party acknowledges and agrees that it is not entering into this Agreement in reliance on any statement or representation made by any other party, or the lack of any statement or representation made by any other party, except for the written statements or representations that are expressly made in this Agreement.

10. Nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Settling Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns, any rights, remedies, obligations, or liabilities whatsoever, whether as creditor beneficiary, donor beneficiary, or otherwise.

11. The Settling Parties agree that this Agreement has been drafted jointly by all Settling Parties, and that no term of this Agreement should be construed against any party on the basis of the drafting of that particular term.

12. Any and all disputes concerning this Agreement will be submitted to non-binding mediation before David Geronemus thirty (30) calendar days after written notice of a dispute. The cost of mediation will be divided equally between the Investor Plaintiffs, the Receiver/Receivership Entities, Fox, and DLA. If the Settling Parties are unable to resolve any such disputes by mediation, the United States District Court for the Middle District of Florida will be the sole venue for adjudicating such disputes. The Settling Parties will request that United States District Judge Mary S. Scriven retain jurisdiction over any disputes arising out of this Agreement.

13. The Claimant Settling Parties and the Respondent Settling Parties agree to share for review and comment, at least five (5) business days prior to filing, drafts of any documents to be filed in any court related in any way to effectuating the terms of this Agreement; which includes the Settlement Motion, any other proposed motion and exhibits seeking approval of this Agreement, and any proposed Bar Order.

14. The intent of this Agreement is to fully and finally resolve all Claims against the Respondent Settling Parties to the fullest extent permitted by law,

as well as to provide the Respondent Settling Parties with the Bar Order described in Section II.B.1 above.

15. By executing this Agreement, all of the undersigned persons represent to each of the other Settling Parties to this Agreement that they are legally and mentally competent, fully advised as to the meaning of this Agreement, including through consultation with counsel of their own choosing, that they are fully authorized to execute this Agreement on behalf of themselves individually or their respective Settling Parties, and that upon the execution by the undersigned, the Settling Parties will be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the latest date set forth below.

On Behalf of the Receiver

Date: 3-25-2022

Burton W. Wiand, as Court-appointed Receiver for the Receivership Entities

On Behalf of the Investor Plaintiffs

_____ Date: _____

Richard Gleinn, individual

_____ Date: _____

Phyllis Gleinn, individual

_____ Date: _____

Cary Toone, individual

_____ Date: _____

John Celli, individual

_____ Date: _____

Maria Celli, individual

as well as to provide the Respondent Settling Parties with the Bar Order described in Section II.B.1 above.

15. By executing this Agreement, all of the undersigned persons represent to each of the other Settling Parties to this Agreement that they are legally and mentally competent, fully advised as to the meaning of this Agreement, including through consultation with counsel of their own choosing, that they are fully authorized to execute this Agreement on behalf of themselves individually or their respective Settling Parties, and that upon the execution by the undersigned, the Settling Parties will be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the latest date set forth below.

On Behalf of the Receiver

_____ Date: _____

Burton W. Wiand, as Court-appointed Receiver for the Receivership Entities

On Behalf of the Investor Plaintiffs

Richard Gleinn Date: 3/24/2022

Richard Gleinn, individual

Phyllis Gleinn Date: 3/24/2022

Phyllis Gleinn, individual

_____ Date: _____

Cary Toone, individual

_____ Date: _____

John Celli, individual

_____ Date: _____

Maria Celli, individual

as well as to provide the Respondent Settling Parties with the Bar Order described in Section II.B.1 above.

15. By executing this Agreement, all of the undersigned persons represent to each of the other Settling Parties to this Agreement that they are legally and mentally competent, fully advised as to the meaning of this Agreement, including through consultation with counsel of their own choosing, that they are fully authorized to execute this Agreement on behalf of themselves individually or their respective Settling Parties, and that upon the execution by the undersigned, the Settling Parties will be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the latest date set forth below.

On Behalf of the Receiver

Date: _____

Burton W. Wiand, as Court-appointed Receiver for the Receivership Entities

On Behalf of the Investor Plaintiffs

Date: _____

Richard Gleinn, individual

Date: _____

Phyllis Gleinn, individual

Cary Toone

Date: 3-24-2022

Cary Toone, individual

Date: _____

John Celli, individual

Date: _____

Maria Celli, individual

as well as to provide the Respondent Settling Parties with the Bar Order described in Section II.B.1 above.

15. By executing this Agreement, all of the undersigned persons represent to each of the other Settling Parties to this Agreement that they are legally and mentally competent, fully advised as to the meaning of this Agreement, including through consultation with counsel of their own choosing, that they are fully authorized to execute this Agreement on behalf of themselves individually or their respective Settling Parties, and that upon the execution by the undersigned, the Settling Parties will be bound by the terms of this Agreement.

IN WITNESS WHEREOF, the Settling Parties hereto have executed this Agreement as of the latest date set forth below.

On Behalf of the Receiver

_____ Date: _____

Burton W. Wiand, as Court-appointed Receiver for the Receivership Entities

On Behalf of the Investor Plaintiffs

_____ Date: _____

Richard Gleinn, individual

_____ Date: _____

Phyllis Gleinn, individual

_____ Date: _____

Cary Toone, individual

John Celli Date: 3-24-2022

John Celli, individual

Maria Celli Date: 3/24/2022

Maria Celli, individual

DocuSigned by:
Eva Meier
Date: 3/23/2022 | 3:03 PDT

Eva Meier, individual

DocuSigned by:
Georgia Murphy
Date: 3/23/2022 | 3:33 PDT

Georgia Murphy, individual

Date: _____

Stephen J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

Date: _____

Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

Date: _____

Bertram D. Greenberg, as trustee for The Greenberg Family Trust

Date: _____

Bruce R. Hannen, individual

Date: _____

Geraldine Mary Hannen, individual

Date: _____

Robert Cobleigh, individual

Date: _____

Rory O'Neal, individual

Date: _____

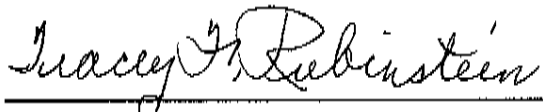
Marcia O'Neal, individual

EXECUTION COPY

_____ Date: _____
Eva Meier, individual

_____ Date: _____
Georgia Murphy, individual


Date: 3/23/22
Steven J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010


Date: 3-23-22
Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Bertram D. Greenberg, as trustee for The Greenberg Family Trust

_____ Date: _____
Bruce R. Hannen, individual

_____ Date: _____
Geraldine Mary Hannen, individual

_____ Date: _____
Robert Cobleigh, individual

_____ Date: _____
Rory O'Neal, individual

_____ Date: _____
Marcia O'Neal, individual

EXECUTION COPY

_____ Date: _____

Eva Meier, individual

_____ Date: _____

Georgia Murphy, individual

_____ Date: _____

Stephen J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____

Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: 3/23/22

Bertram D. Greenberg, as trustee for The Greenberg Family Trust

_____ Date: _____

Bruce R. Hannen, individual

_____ Date: _____

Geraldine Mary Hannen, individual

_____ Date: _____

Robert Cobleigh, individual

_____ Date: _____

Rory O'Neal, individual

_____ Date: _____

_____ Date: _____
Eva Meier, individual

_____ Date: _____
Georgia Murphy, individual

_____ Date: _____
Stephen J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Bertram D. Greenberg, as trustee for The Greenberg Family Trust

Bruce R Hannen Date: 3/24/2022
Bruce R. Hannen, individual

Geraldine Mary Hannen Date: 3/24/2022
Geraldine Mary Hannen, individual

_____ Date: _____
Robert Cobleigh, individual

_____ Date: _____
Rory O'Neal, individual

_____ Date: _____
Marcia O'Neal, individual

_____ Date: _____
Eva Meier, individual

_____ Date: _____
Georgia Murphy, individual

_____ Date: _____
Stephen J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Bertram D. Greenberg, as trustee for The Greenberg Family Trust

_____ Date: _____
Bruce R. Hannen, individual

_____ Date: _____
Geraldine Mary Hannen, individual

Robert Cobleigh Date: 3/23/2022
Robert Cobleigh, individual

_____ Date: _____
Rory O'Neal, individual

_____ Date: _____
Marcia O'Neal, individual

_____ Date: _____
Eva Meier, individual

_____ Date: _____
Georgia Murphy, individual

_____ Date: _____
Stephen J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

_____ Date: _____
Bertram D. Greenberg, as trustee for The Greenberg Family Trust

_____ Date: _____
Bruce R. Hannen, individual

_____ Date: _____
Geraldine Mary Hannen, individual

_____ Date: _____
Robert Cobleigh, individual

Rory O'N _____ Date: 3-23-22
Rory O'Neal, individual

Marcia O'Neal _____ Date: 3.23.22
Marcia O'Neal, individual

Sean O'Neal Trustee Date: 3/24/22 **Sean O'Neal**, as trustee for The O'Neal Family Trust Dated 4/6/2004
On Behalf of DLA Date: _____ **Charles L. Deem**, Assistant General Counsel and authorized representative of DLA Piper LLP (US)
On Behalf of Fox Date: _____ **Thomas D. Paradise**, General Counsel and authorized representative of Fox Rothschild LLP
On Behalf of Wassgren Date: _____ **Paul R. Wassgren**, individual

_____ **Sean O'Neal**, as trustee for The O'Neal Family Trust Dated 4/6/2004	Date: _____
On Behalf of DLA  _____ **Charles L. Deem**, Assistant General Counsel and authorized representative of DLA Piper LLP (US)	Date: March 23, 2022
On Behalf of Fox _____ **Thomas D. Paradise**, General Counsel and authorized representative of Fox Rothschild LLP	Date: _____
On Behalf of Wassgren _____ **Paul R. Wassgren**, individual	Date: _____

_____ Date: _____ **Sean O'Neal**, as trustee for The O'Neal Family Trust Dated 4/6/2004
On Behalf of DLA _____ Date: _____ **Charles L. Deem**, Assistant General Counsel and authorized representative of DLA Piper LLP (US)
On Behalf of Fox _____ Date: 3/24/2022 **Thomas D. Paradise**, General Counsel and authorized representative of Fox Rothschild LLP
On Behalf of Wassgren _____ Date: _____ **Paul R. Wassgren**, individual

_____ Date: _____ **Sean O'Neal**, as trustee for The O'Neal Family Trust Dated 4/6/2004
On Behalf of DLA _____ Date: _____ **Charles L. Deem**, Assistant General Counsel and authorized representative of DLA Piper LLP (US)
On Behalf of Fox _____ Date: _____ **Thomas D. Paradise**, General Counsel and authorized representative of Fox Rothschild LLP
On Behalf of Wassgren _____ Date: 3-24-2022 **Paul R. Wassgren**, individual

EXHIBIT 1

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Brian Davison and his heirs, assigns, executors, administrators, estates, and representatives ("Releasor").

WITNESSETH:

WHEREAS, Releasor is a former owner, member, managing member, manager of managing member, or officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor has entered into an agreement with _____ dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasor has agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasor hereby represents and acknowledges that he is providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasor to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Releasor hereby agrees and covenants as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasor or any entities under his ownership or control;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. Releasor hereby expressly, fully and forever, releases and discharges Releasees from and against the Released Claims.

4. Releasor hereby expressly further agrees and covenants that he will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on his own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasor acknowledges that he is aware that he may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or

believe to be true, with respect to the Released Claims. Nevertheless, Releasor understands and agrees that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASOR EXPRESSLY UNDERSTANDS THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASOR HEREBY AGREES THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASOR, AND RELEASOR HEREBY AGREES THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasor acknowledges that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasor further acknowledges that he has read and understand this Release and Covenant Not to Sue and that his execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasor also acknowledges that he has been represented by counsel or has had the opportunity to secure counsel of his choosing in connection with this Release and Covenant Not to Sue, and that he has not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasor agrees not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 2

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Brian Davison and his heirs, assigns, executors, administrators, estates, and representatives ("Releasor").

WITNESSETH:

WHEREAS, Releasor is a former owner, member, managing member, manager of managing member, or officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor has entered into an agreement with _____ dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasor has agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasor hereby represents and acknowledges that he is providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasor to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Releasor hereby agrees and covenants as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasor or any entities under his ownership or control;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. Releasor hereby expressly, fully and forever, releases and discharges Releasees from and against the Released Claims.

4. Releasor hereby expressly further agrees and covenants that he will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on his own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasor acknowledges that he is aware that he may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or

believe to be true, with respect to the Released Claims. Nevertheless, Releasor understands and agrees that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASOR EXPRESSLY UNDERSTANDS THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASOR HEREBY AGREES THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASOR, AND RELEASOR HEREBY AGREES THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasor acknowledges that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasor further acknowledges that he has read and understand this Release and Covenant Not to Sue and that his execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasor also acknowledges that he has been represented by counsel or has had the opportunity to secure counsel of his choosing in connection with this Release and Covenant Not to Sue, and that he has not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasor agrees not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 3

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Rybicki, BR Support Services, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, Releasor Barry Rybicki is a former officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor Barry Rybicki is the owner and managing member of Releasor BR Support Services, LLC;

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor Barry Rybicki is a named defendant in a pending action by the SEC captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action");

WHEREAS, the Releasors are potential defendants in a threatened action by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, Releasor Barry Rybicki has entered into a consent and final judgment in the SEC Action and a separate Assignment with the Receiver ("Releasors' Assignment");

WHEREAS, as a term of the Releasors' Assignment with the Receiver, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasors' Assignment;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison, Deandre Sears, and Maria Antonio-Sears;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-

49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, previously pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and

which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the

releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 4

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Rybicki and BR Support Services, LLC and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, Releasor Barry Rybicki is a former officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor Barry Rybicki is the owner and managing member of Releasor BR Support Services, LLC;

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor Barry Rybicki is a named defendant in a pending action by the SEC captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action");

WHEREAS, the Releasors are potential defendants in a threatened action by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, Releasor Barry Rybicki has entered into a consent and final judgment in the SEC Action and a separate Assignment with the Receiver ("Releasors' Assignment");

WHEREAS, as a term of the Releasors' Assignment with the Receiver, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasors' Assignment;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison, Deandre Sears, and Maria Antonio-Sears;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-

49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, previously pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and

which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the

releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 5

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by _____ and _____, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 6

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by _____ and _____, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

[SIGNATURE BLOCK AND DATE]

EXHIBIT 7

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No: 8:20-cv-00325-MSS-AEP

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

ORDER (I) PRELIMINARILY APPROVING SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, AND PAUL WASSGREN, DLA PIPER LLP (US) AND FOX ROTHSCHILD LLP; (II) APPROVING FORM AND CONTENT OF NOTICE, AND MANNER AND METHOD OF

SERVICE AND PUBLICATION; (III) SETTING DEADLINE TO OBJECT TO APPROVAL OF SETTLEMENT AND ENTRY OF BAR ORDER; AND (IV) SCHEDULING A HEARING

THIS MATTER came before the Court upon the Motion for (i) Approval of Settlement among Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (ii) Approval of Form, Content, and Manner of Notice of Settlement and Bar Order; (iii) Entry of Bar Order; and (iv) Scheduling a Hearing; with Incorporated Memorandum of Law [Dkt. ___] (the "**Motion**") filed by Burton W. Wiand as the Court-appointed receiver (the "**Receiver**") of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**"). The Motion concerns the Receiver's request for approval of a proposed settlement among: a group of investors that filed a putative class action in the United States District Court for the Middle District of Florida (defined below as the "**Investor Plaintiffs**"); the Receiver; and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, which is memorialized in the settlement agreement attached to the Motion as Exhibit 1 (the "**Settlement Agreement**").

As used in this Order, the "**Settling Parties**" means the Investor Plaintiffs; the Receiver; and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. Terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement. To the extent there is any discrepancy between a defined term in the Settlement Agreement and the same defined term herein, the definition in the Settlement Agreement will control.

By way of the Motion, the Receiver seeks an order preliminarily approving the Settlement Agreement and establishing procedures to provide: (a) notice of the settlement and an opportunity to object and setting a deadline for any objections to the settlement; (b) notice for motions to approve applications by the Receiver and counsel for the Investor Plaintiffs' for awards of expenses and attorneys' fees (the "**Fee and Expense Motions**") and deadlines for any objections to the Fee and Expense Motions; and (c) scheduling a hearing on those matters. By way of the Motion, the Receiver also seeks final approval of the Settlement Agreement and issuance of the Bar Order after the Court holds a hearing to consider final approval and issuance of the Bar Order. After reviewing the terms of the Settlement Agreement, reviewing the Motion and its exhibits, and considering the arguments and proffers set forth in the Motion, the Court preliminarily approves the Settlement Agreement and hereby establishes procedures for final approval of the Settlement Agreement and the Fee and Expense Motions and entry of the Final Approval and Bar Order attached as Exhibit 8 to the Settlement Agreement (the "**Bar Order**") as follows:

1. **Preliminary Approval.** Based upon the Court's review of the Settlement Agreement, the Motion and its attachments, and upon the arguments and proffers set forth in the Motion, the Court preliminarily finds that the settlement is fair, adequate and reasonable, is a prudent exercise of the business judgment by the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, and is the product of good faith, arm's length

and non-collusive negotiations between the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. The Court, however, reserves a final ruling with respect to the terms of the Settlement Agreement, including the Bar Order, until after the Final Approval Hearing (defined below) occurs, or is cancelled pursuant to paragraph 6, infra.

2. **Notice.** The Court approves the form and content of the notice attached as Exhibit 9 to the Settlement Agreement (the "**Notice**"). Service and publication of the Notice in accordance with the manner and method set forth in this paragraph constitutes good and sufficient notice, and is reasonably calculated under the circumstances to notify all interested parties of the Motion and the Fee and Expense Motions, the Settlement Agreement, and the Bar Order, and of their opportunity to object thereto and attend the Final Approval Hearing (defined below) concerning these matters; furnishes all parties in interest a full and fair opportunity to evaluate the settlement and object to the Motion and/or the Fee and Expense Motions, the Settlement Agreement, the Bar Order, and all matters related thereto; and complies with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the United States Constitution. Accordingly:

   a. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the

Settlement Agreement to be served by first class U.S. mail, postage prepaid, to:

i. all counsel who have appeared of record in the SEC Action and all parties who have appeared in the SEC Action who are not represented by counsel;

ii. all counsel who are known by the Receiver to have appeared of record in (1) the EquiAlt Actions or (2) in any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which bar orders were requested and issued; and

viii. all Sales Agents and Non-Releasing Sales Agents.

b. The Receiver is directed, no later than 10 days after entry of this Order, to cause the Notice in substantially the same form as attached to the Settlement Agreement to be published:

i. Once in USA Today, The Tampa Bay Times, The Arizona Republic, The San Francisco Chronicle, and the Los Angeles Times.

ii. on the website maintained by the Receiver in connection with the SEC Action (www.equialtreceivership.com).

c. The Receiver is directed, no later than 5 days before the Final Approval Hearing (defined below), to file with this Court written evidence of compliance with the subparts of this paragraph, which may be in the form of an affidavit or declaration.

3. **Final Hearing.** The Court will conduct a hearing via Zoom before the Honorable Mary S. Scriven in the United States District Court for the Middle District of Florida, Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida, 33602, in Courtroom 7A, at __:__ _.m. on _____ ___, 2022 (the "**Final Approval Hearing**"). The link for the Zoom hearing will be circulated before the Final Approval Hearing in accordance with the Court's normal protocols and procedures. The purposes of the Final Approval Hearing will be to consider final approval of the Settlement Agreement, determination of the Fee and Expense Motions, and entry of the Bar Order.

4. **Objection Deadline; Objections and Appearances at the Final Approval Hearing.** Any person who objects to the terms of the Settlement Agreement, the Fee and Expense Motions, the Bar Order, the Motion, or any of the relief related to any of the foregoing, must file an objection, in writing, with the Court

pursuant to the Court's Local Rules, no later than thirty (30) days before the Final Approval Hearing. All objections filed with the Court must:

a. Contain the name, address, telephone number of the person filing the objection or his or her attorney;

b. Be signed by the person filing the objection, or his or her attorney;

c. State, in detail, the factual and legal grounds for the objection;

d. Attach any document the Court should review in considering the objection and ruling on the Motion and/or the Fee and Expense Motions; and

e. If the person filing the objection intends to appear at the Final Approval Hearing, make a request to do so.

Subject to the discretion of this Court, no person will be permitted to appear at the Final Approval Hearing without first filing a written objection and requesting to appear at the hearing in accordance with the provisions of this paragraph. Copies of any objections filed must be served by email and regular U.S. mail on:

Name	**Address**	**Email Address**
Burton W. Wiand	Law Office of Burton W. Wiand, P.A. 114 Turner Street, Clearwater, FL 33756	Burt@BurtonWWiandPA.com
Guy M. Burns and Scott C. Ilgenfritz	Johnson Pope, Bokor Ruppell & Burns, LLP 401 East Jackson Street, Suite 3100, Tampa, FL 33601	guyb@jpfirm.com scotti@jpfirm.com

Katherine C. Donlon	Johnson, Cassidy, Newlon & DeCort 2802 N. Howard Avenue, Tampa, FL 33607	kdonlon@jclaw.com
Jared J. Perez and Robert Max McKinley	Guerra King, P.A. 1408 N. Westshore Blvd., Suite 1010, Tampa, FL 33607	jperez@guerraking.com mmckinley@guerraking.com
John K. Villa David M. Horniak David Blatt Vidya Mirmira and Brian P. Hagerty	Williams & Connolly LLP 725 Twelfth Street, N.W., Washington D.C. 20005	jvilla@wc.com dhorniak@wc.com dblatt@wc.com vmirmira@wc.com bhagerty@wc.com
A. Lee Bentley, III Giovanni Giarratana and Jason P. Mehta	Bradley Arant Boult Cummings LLP 100 N. Tampa Street, Suite 2200, Tampa, FL 33602	lbentley@bradley.com ggiarratana@bradley.com jmehta@bradley.com
David R. Atkinson and Stephen C. Richman	Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East, West Palm Beach, FL 33401	datkinson@gunster.com srichman@gunster.com

William J. Schifino, Jr. and Justin Bennett	Gunster, Yoakley & Stewart, P.A. 401 E. Jackson Street, Suite 1500, Tampa, FL 33602	wschifino@gunster.com jbennett@gunster.com
Lauren V. Purdy	Gunster, Yoakley & Stewart, P.A. 1 Independent Drive, Suite 2300, Jacksonville, FL 32202	lpurdy@gunster.com
Simon A. Gaugush D. Matthew Allen and Erin J. Hoyle	Carlton Fields, Corporate Center Three at International Plaza, 4221 W. Boy Scout Boulevard, Suite 1000, Tampa, Florida 33607	sgaugush@carltonfields.com mallen@carltonfields.com ehoyle@carltonfields.com
Ed Swanson and Britt Evangelist	Swanson & McNamara LLP 300 Montgomery Street, Suite 1100, San Francisco, CA 94104	ed@smllp.law britt@smllp.law
Adam Moskowitz Adam A. Schwartzbaum Howard M. Bushman and Joseph M. Kaye	The Moskowitz Law Firm, PLLC 2 Alhambra Plaza, Suite 601 Coral Gables, FL 33134	adam@moskowitz-law.com adams@moskowitz-law.com howard@moskowitz-law.com joseph@moskowitz-law.com

Andrew S. Friedman and Francis J. Balint, Jr.	Bonnett Fairbourn Friedman & Balint, P.C. 2325 E. Camelback Road, Suite 300, Phoenix, AZ 85016	afriedman@bffb.com fbalint@bffb.com
Jeffrey Roger Sonn	Sonn Law Group, P.A. 19495 Biscayne Boulevard, Suite 607, Aventura, FL 33180	jsonn@sonnlaw.com
David S. Casey, Jr. Gayle M. Blatt James M. Davis and Jeremy Robinson	Casey, Gerry, Schenk, Francavilla, Blatt, & Penfiled, LLP 110 Laurel Street, San Diego, CA 92101	dcasey@cglaw.com gmb@cglaw.com jdavis@cglaw.com jrobinson@cglaw.com

Any person failing to file an objection by the time and in the manner set forth in this paragraph will be deemed to have waived the right to object (including any right to appeal) and to appear at the Final Approval Hearing, and such person will be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court.

5. **Responses to Objections.** Any party to the Settlement Agreement may respond to an objection filed pursuant to this Order by filing a response in this Action. Any responses will be due 14 days after the filing of the objection. To the extent

any person filing an objection cannot be served by the Court's CM/ECF system, a response must be served to the email address provided by that objector, or, if no email address is provided, to the mailing address provided.

6. **Adjustments Concerning Hearing and Deadlines.** The date, time and place for the Final Approval Hearing, and the deadlines and other requirements in this Order, may be subject to adjournment, modification or cancellation by the Court without further notice other than that which may be posted by means of the Court's CM/ECF system in the SEC Action. **If no objections are timely filed or if the objections are resolved before the hearing, the Court may cancel the Final Approval Hearing and enter a final order approving the Settlement Agreement and issue the Bar Order.**

7. **No Admission.** Nothing in this Order or the Settlement Agreement is or will be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties regarding the SEC Action, the action brought by the Investor Plaintiffs, or any other case or proceeding.

8. **Jurisdiction.** The Court retains jurisdiction to consider all further matters relating to the Motion, the Fee and Expense Motions or the Settlement Agreement, including, without limitation, entry of an Order finally approving the Settlement Agreement and the Bar Order.

DONE AND ORDERED in Chambers at Tampa, Florida, this ____ day of _____, 2022.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund, LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

EquiAlt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT 8

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No: 8:20-cv-00325-MSS-AEP

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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.
_____/

FINAL ORDER (I) APPROVING SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, AND PAUL WASSGREN, DLA PIPER LLP (US) AND FOX ROTHSCHILD LLP; AND (II) BARRING, RESTRAINING, AND ENJOINING CLAIMS AGAINST THE ATTORNEY RELEASED PARTIES

THIS MATTER came before the Court on the Motion for (i) Approval of Settlement among Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (ii) Approval of Form, Content, and Manner of Notice of Settlement and Bar Order; (iii) Entry of Bar Order; and (iv) Scheduling a Hearing; with Incorporated Memorandum of Law [Dkt. ___] (the "**Motion**") filed by Burton W. Wiand as the Court-appointed receiver (the **"Receiver")** of the entities set forth on Exhibit A to this Order (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**"). Pursuant to this Court's Order (I) preliminarily approving the proposed settlement among Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (II) approving the form and content of notice (the "**Notice**"), and manner and method of service and publication; (III) setting the deadline to object to approval of settlement and entry of bar order; and (IV) scheduling a hearing [Dkt. ___] (the "**Preliminary Approval Order***"*), the Court held a hearing on _____ ___, 2022 to consider the Motion and hear objections, if any.

By way of the Motion, the Receiver requests final approval of a proposed settlement among: (1) a group of investors that filed the putative class action complaint in the litigation in the United States District Court for the Middle District of Florida captioned *Gleinn et al. v. Wassgren et al.,* Case No. 8:20-cv-01677-MSS-CPT (the "**Investor Action**"), Richard Gleinn and Phyllis Gleinn, Cary Toone, John Celli 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, Bertram D. Greenberg, as trustee for the Greenberg Family Trust, Bruce R. and 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 (collectively, the "**Investor Plaintiffs**"); (2) the Receiver, who filed the complaint in the litigation in the Superior Court of California, County of Los Angeles – Central District captioned *Burton W. Wiand, not individually, but solely in his capacity as Receiver v. Wassgren*, *et al.*, Case No. 20STCV49670 (the "**Receiver Action**"); (3) Paul Wassgren, (4) DLA Piper LLP (US), and (5) Fox Rothschild LLP. The settlement is memorialized in the settlement agreement attached to the Motion as Exhibit 1 (the "**Settlement Agreement**").[1]

By way of the Motion, the Receiver requests entry of a bar order (the "**Bar Order**") permanently barring, restraining and enjoining any person or entity—other than any federal or state governmental bodies or agencies—from pursuing claims against any of the Attorney Released Parties (as defined herein) relating to the events and occurrences underlying the claims in the SEC Action, the Receiver Action and/or the Investor Action; any of the Receivership Entities or the Receivership Estate; or

[1] As used in this Order, the "**Settling Parties**" means the Receiver, the Investor Plaintiffs, Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. Defined and/or initial capitalized terms used but not defined in this Order have the meaning ascribed to them in the Settlement Agreement. To the extent there is any discrepancy between a defined term in the Settlement Agreement and the same defined term herein, the definition in the Settlement Agreement will control.

which arise directly or indirectly in any manner whatsoever from the Attorney Released Parties' activities, omissions, services or counsel, or alleged activities, omissions, services or counsel, in connection with the Receivership Entities, the Receivership Estate, EquiAlt or the EquiAlt Securities (hereinafter the "**Attorneys' Activities**"), to the broadest extent permitted by law.

The Court's Preliminary Approval Order preliminarily approved the Settlement Agreement, approved the form and content of the Notice, and set forth procedures for the manner and method of service and publication of the Notice to all affected parties, including all investors who invested in securities issued by EquiAlt or its wholly owned funds or entities (collectively, the "**Investors**"). The Preliminary Approval Order and related documents were served by mail on all identifiable interested parties and publicized to provide the best practicable notice to any unidentified persons and to any persons for whom current mailing addresses are not available.

The Preliminary Approval Order set a deadline for affected parties to object to (i) the Settlement Agreement and/or (ii) the Bar Order. The Preliminary Approval Order scheduled the hearing for consideration of such objections, as well as the Settling Parties' argument and evidence in support of the Settlement Agreement and/or the Bar Order. That deadline has passed, and Objections were filed at Dkt. Nos. _____, _____, and _____.

The Receiver filed a declaration with the Court in which he detailed his compliance with the notice and publication requirements contained in the Preliminary Approval Order [Dkt. ___] (the "**Declaration**").

This Court is fully advised of the issues in the various actions, as it has previously received evidence and heard argument concerning the events, circumstances, and transactions in the SEC Action, which resulted in the appointment of the Receiver and the issuance of the Preliminary Injunction [Dkt. 238], the Permanent Injunction [Dkt. 260], and the Asset Freeze Order [Dkt. 11]. In addition, the Court has read and considered the Motion, the Settlement Agreement, other relevant filings of record, and the arguments and evidence presented at the hearing; therefore, the Court **FINDS AND DETERMINES** as follows:

A. The Court has jurisdiction over the subject matter, including, without limitation, jurisdiction to consider the Motion, the Settlement Agreement, and the Bar Order, and authority to grant the Motion, approve the Settlement Agreement, enter the Bar Order, and award attorneys' fees. *See* 28 U.S.C. § 1651; *SEC v. Kaleta*, 530 F. App'x 360 (5th Cir. 2013) (affirming approval of settlement and entry of bar order in equity receivership commenced in a civil enforcement action). *See also Matter of Munford, Inc.*, 97 F.3d 449 (11th Cir. 1996) (approving settlement and bar order in a bankruptcy case); *In re U.S. Oil and Gas Lit.*, 967 F.2d 480 (11th Cir. 1992) (approving settlement and bar order in a class action).

B. The service and publication of the Notice as described in the Receiver's Declaration is consistent with the Preliminary Approval Order, constitutes good and sufficient notice, and was reasonably calculated under the circumstances to notify all affected persons of the Motion, the Settlement Agreement and the Bar Order, and of their opportunity to object thereto, of the deadline for objections, and of their

opportunity to appear and be heard at the hearing concerning these matters. Accordingly, all affected parties were furnished a full and fair opportunity to object to the Motion, the Settlement Agreement, the Bar Order and all matters related thereto and to be heard at the hearing; therefore, the service and publication of the Notice complied with all requirements of applicable law, including, without limitation, the Federal Rules of Civil Procedure, the Court's local rules, and the due process requirements of the United States Constitution.

C. The Court has allowed any Investors, objectors, and parties to the SEC Action to be heard if they desired to participate.

D. The Settling Parties negotiated over a period of many months; their negotiations included the exchange and review of documents, multiple depositions, numerous telephone conferences, frequent written communications, and mediation at which counsel for all Settling Parties were present or available by telephone or Zoom.

E. The Settlement Agreement was entered into in good faith, is at arm's length, and is not collusive.

i. The claims the Investor Plaintiffs brought against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, the allocation of benefits to each plaintiff, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal issues and related arguments. Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny that they are liable in any way to the Investor Plaintiffs.

ii. The claims the Receiver brought against Paul R. Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP likewise involve disputed facts and issues of law that would require substantial time and expense to litigate, with significant uncertainty as to the outcome of such litigation, the measurement of damages, and any ensuing trial or appeal. Such litigation is costly and burdensome, involves complex transactions, multiple witnesses in multiple fora, and substantial legal issues and related arguments. Paul R. Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny that they are liable in any way to the Receiver.

F. The Settlement Agreement provides for DLA Piper LLP (US) and Fox Rothschild LLP to each pay or cause to be paid Twenty-Two Million Dollars ($22,000,000.00), for a total, collective payment of Forty-Four Million Dollars ($44,000,000.00) (the "**Settlement Amount**") to settle the Investor Action and the Receiver Action.

G. The payment of attorneys' fees to counsel for the Investor Plaintiffs relieves the Investor Plaintiffs from the obligation to pay attorneys' fees and costs out of their own recoveries with respect to their claims against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP.

H. The Receiver will act as disbursing agent for the Settlement Amount. Subject to the approval and control of the Court, the Receiver will distribute the Settlement Amount, less any attorneys' fees and costs approved by the Court for counsel for the Investor Plaintiffs and Special Counsel for the Receiver, at such times and in such amounts as the Receiver determines to be in the best interest of the Receivership Estate.

I. The Court finds that the Settlement Amount to be paid by the Respondent Settling Parties is fair and reasonable.

J. Based upon the foregoing findings, the Court further finds and determines that entry into the Settlement Agreement is a prudent exercise of business judgment by the Receiver, the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP, that the proposed settlement as set forth in the Settlement Agreement is fair, adequate and reasonable, that the interests of all affected persons were fairly and reasonably considered and addressed, and that the Settlement Amount provides a recovery to the Receiver and to the Investors for the benefit of the Receivership Entities and the Investors that is well within the range of reasonableness. *See Sterling v. Stewart*, 158 F.3d 1199 (11th Cir. 1996) (settlement in a receivership may be approved where it is fair, adequate and reasonable, and is not the product of collusion between the settling parties).

K. Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP have expressly conditioned their willingness to enter into the Settlement Agreement, and pay, or cause to be paid, the Settlement Amount, on a full and final resolution with respect to any and all claims instituted now or hereafter by any and all of the Barred Persons (as defined below) against any and all of the Attorney Released Parties (as defined below) that relate in any manner whatsoever to the events and occurrences underlying the claims in the EquiAlt Actions, the Receivership Entities, the Receivership Estate, or the Attorneys' Activities (the "**Barred Claims**," as more fully defined below). A necessary condition to Paul Wassgren, DLA Piper LLP (US) and

Fox Rothschild LLP's ultimate acceptance of the terms and conditions of the Settlement Agreement is the issuance of the Bar Order and that the Bar Order becomes Final.[2] Pursuant to the terms of the Settlement Agreement, entry of the Bar Order and the Bar Order becoming Final are necessary conditions precedent to the payment of the Settlement Amount.

L. To be clear, DLA Piper LLP (US) and Fox Rothschild LLP are only willing to pay the Settlement Amount, and Paul Wassgren is only willing to consent to settle, in exchange for entry of the Bar Order and finality as to the Barred Claims. The Court finds that the Settling Parties have agreed to the settlement in good faith and that DLA Piper LLP (US) and Fox Rothschild LLP are paying a fair share of the potential damages for which they, and Paul Wassgren, are alleged to be liable, though Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP deny any wrongdoing or liability.

[2] As used in this Order, any court order being "**Final**" means a court approving and issuing an order unmodified in any material respect after the conclusion or expiration of any right or time period of any person or party to seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. For avoidance of doubt, an order, including this Order, is not considered Final prior to the conclusion or expiration of any right or time period of any person or party to seek any objection, appeal, rehearing, reversal, reconsideration or modification, in whole or in part, of the order. Without in any way limiting the foregoing, an order, including this Order, is not considered Final as used herein during the pendency of any appeal or rehearing of the order, or during the time that an appeal, rehearing, reversal, reconsideration, or modification of the order remains possible.

M. As alleged by the Investor Plaintiffs, the Investors made investments in debt or equity securities offerings created by EquiAlt and issued by EquiAlt's wholly owned funds and entities.

N. The Investor Action and the Receiver Action arise from Paul Wassgren's, DLA Piper LLP (US)'s and Fox Rothschild LLP's alleged conduct with respect to the funds invested in the EquiAlt Securities by the Investor Plaintiffs and their respective advice and counsel to EquiAlt related to the issuance of the EquiAlt Securities.

O. The Receiver has given the best practical notice of the proposed Settlement Agreement and Bar Order to all known interested persons:

i. all counsel who have appeared of record in the SEC Action and all parties who have appeared in the SEC Action who are not represented by counsel;

ii. all counsel who are known by the Receiver to have appeared of record in (1) the EquiAlt Actions or (2) in any legal proceeding or arbitration commenced by or on behalf of any of the Receivership Entities or any individual investor or putative class of investors seeking relief against any person or entity relating in any manner to the Receivership Entities or the subject matter of the SEC Action or the EquiAlt Actions;

iii. all known investors in each and every one of the Receivership Entities identified in the investor lists in the possession of the Receiver at the addresses set forth therein;

iv. all known non-investor creditors of each and every one of the Receivership Entities that submitted a claim form;

v. all creditors of any Receivership Entity to whom the Receiver has previously sent a claim form;

vi. all owners, officers, directors, and senior management employees of the Receivership Entities;

vii. all other persons or entities that previously received notice of the Receiver's settlements for which bar orders were requested and issued; and

viii. all Sales Agents and Non-Releasing Sales Agents.

P. The Receiver has maintained a list of those given notice. Access to that list will be permitted as necessary if a Barred Person as defined below denies receiving notice and asserts that this Order is therefore inapplicable to that Barred Person.

Q. In addition, the Receiver has published the Notice approved by the Preliminary Approval Order once in USA Today, the Tampa Bay Times, the Arizona Republic, the San Francisco Chronicle, and the Los Angeles Times. The Receiver has also maintained the Notice on the website maintained by the Receiver in connection with the SEC Action (www.equialtreceivership.com).

R. Through these notices and publications, anyone with an interest in the Receivership Entities would have become aware of the Settlement Agreement and Bar Order or has been provided sufficient information to put them on notice how to obtain more information and/or object, if they wished to do so.

S. The Bar Order and the releases in the Settlement Agreement are tailored to matters relating to the Barred Claims and are appropriate to maximize the value of the Receivership Entities for the benefit of the Investors and other stakeholders and creditors. The Receiver has established a claims process through which Investors and other interested parties may seek disbursement of funds, including the Settlement

Amount to the extent such amounts have not been used to administer the Receivership Estate or for the benefit of the Receivership Estate. The interests of the Investors, the Receivership Entities, and, thereby, the interests of other stakeholders and creditors were well-represented by the Receiver, acting in the best interests of the Receivership Entities in his fiduciary capacity and upon the advice and guidance of his experienced counsel, and by counsel for the Investor Plaintiffs, acting in the best interest of the Investors based on their experienced counsel. Accordingly, the Settlement Agreement is fair, adequate and reasonable, and in the best interests of all creditors of, Investors in, or other persons or entities claiming an interest in, having authority over, or asserting claims against the Receivership Entities, and of all persons who could have claims against the Attorney Released Parties relating to the Barred Claims. The Bar Order is a necessary and appropriate order granting ancillary relief in the SEC Action.

T. Approval of the Settlement Agreement and the Bar Order and adjudication of the Motion are discrete from other matters in the SEC Action, and, as set forth above, the Settling Parties have shown good reason for the approval of the Settlement Agreement and Bar Order to proceed expeditiously. Therefore, there is no just reason for delay of the finality of this Order.

Based on the foregoing findings and conclusions, the Court **ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Motion is **GRANTED** in its entirety. Any objections to the Motion or the entry of this Order are overruled to the extent not otherwise withdrawn or resolved. Any other objections to the Motion or the entry of this Order, including, but

not limited to, those not filed as of the date of this Court's execution of this Order, are deemed waived and overruled.

2. The Settlement Agreement is **APPROVED** and is final and binding upon the Settling Parties and their successors and assigns as provided in the Settlement Agreement. The Settling Parties are authorized to perform their obligations under the Settlement Agreement.

3. The Receiver will disburse the Settlement Amount in accordance with the plan of distribution to be approved by the Court in the SEC Action. Without limitation of the foregoing, upon payment of the Settlement Amount as set forth in the Settlement Agreement, the releases set forth in Section II.D of the Settlement Agreement are **APPROVED** and are final and binding on the Parties and their successors and assigns as provided in the Settlement Agreement.

4. The Bar Order as set forth in paragraph 5 of this Order is **APPROVED** as a necessary and appropriate component of the settlement. *See Kaleta*, 530 F. App'x at 362 (entering bar order and injunction in an SEC receivership proceeding where necessary and appropriate as "ancillary relief" to that proceeding). *See also In re Seaside Eng'g & Surveying, Inc.*, 780 F.3d 1070 (11th Cir. 2015) (approving bar orders in bankruptcy matters); *Bendall v. Lancer Management Group, LLC*, 523 F. App'x 554, 557 (11th Cir. 2013) (the Eleventh Circuit "will apply cases from the analogous context of bankruptcy law, where instructive, due to limited case law in the receivership context"); *Matter of Munford, Inc.*, 97 F.3d 449, 454-55 (11th Cir. 1996); *In re Jiffy Lube*

Securities Litig., 927 F.2d 155 (4th Cir. 1991); *Eichenholtz v. Brennan*, 52 F.3d 478 (3d Cir. 1995).

5. **BAR ORDER AND INJUNCTION: THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE ATTORNEY RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS,** as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity other than the Arizona Corporation Commission, Securities Exchange Commission, or any other regulatory authority. Barred Persons includes, without limitation: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) persons and entities who offered for sale or sold any EquiAlt Securities; (v) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (vi) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) claims released in the Settlement Agreement; (ii) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (iii) the

events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iv) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (v) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the Attorneys' Activities. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Attorney Released Parties**" means: DLA, Fox, and Paul Wassgren, each of which is an "**Attorney Released Party**";

e. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

f. "**Court**" means: the United States District Court for the Middle District of Florida;

g. "**DLA**" means: DLA Piper LLP (US) and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including, without limitation, Brian Davison, Barry Rybicki, EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

i. "**EquiAlt Securities**" means: all securities issued by any of the Receivership Entities and their parents, subsidiaries, affiliates, predecessors, successors, and assigns;

j. "**Fox**" means: Fox Rothschild LLP and any of its affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, and current and former attorneys, paralegals, staff members, officers,

directors, employees, representatives, partners, counsel, associates, insurers, or agents;

k. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**"; and

l. "**Receiver Sales Agent Action**" means: *EquiAlt Fund, LLC, et al. v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida.

m. This Bar Order does *not* apply to: (i) the United States of America, its agencies or departments, or to any state or local government; and (ii) the Settling Parties' respective obligations under the Settlement Agreement.

n. Nothing in this Bar Order is or will be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Settling Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

o. No Attorney Released Party will have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating

and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of the amount paid in settlement under the Settlement Agreement.

p. This Bar Order will not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

q. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

r. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order may be subject to such remedies for contempt as the Court may deem appropriate.

6. All Barred Claims against the Attorney Released Parties, including those in the Investor Action, are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the period of time that any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

7. The Investor Plaintiffs and the Receiver are directed and authorized to dismiss their claims against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP with prejudice, when this Order is Final within the meaning of the Settlement

Agreement, in accordance with the terms of the Settlement Agreement with no party admitting to wrongdoing or liability and all parties responsible for their attorneys' fees and costs.

8. This Order will be served by counsel for the Receiver via email, first class mail or international delivery service, on any person or entity afforded notice (other than publication notice) pursuant to the Preliminary Approval Order.

9. Without impairing or affecting the finality of this Order, the Court retains continuing and exclusive jurisdiction to construe, interpret and enforce this Order, including, without limitation, the Bar Order and releases herein or in the Settlement Agreement. This retention of jurisdiction is not a bar to any person, including the Settling Parties, from raising this Order to obtain its benefits in establishing reductions to damage awards or seeking to dismiss a claim.

10. Nothing in this Order will operate in any way to release, waive or limit the rights of any Settling Party to sue for any alleged breach of the Settlement Agreement.

11. Nothing in this Order bars the Settling Parties from pursuing claims and causes of action they may have against any person or entity not specifically released by them in the Settlement Agreement.

12. In any action against a non-settling person or entity commenced by or on behalf of the Receiver, the Receivership Entities, or the Investors, the non-settling person or entity shall be entitled to assert as a defense that, but for this Order, it would have been entitled to indemnification or contribution from the Attorney Released

Parties for any judgment entered in the action. Such defense will be pled and adjudicated like any other defense in the action. If it is determined in the action that the non-settling person or entity would, in fact, have been entitled to indemnification or contribution from the Attorney Released Parties, then any judgment entered against the non-settling person or entity in the action will be reduced, dollar-for-dollar, by the amount of indemnification or contribution from the Attorney Released Parties to which the non-settling person or entity would have been entitled. This provision is without prejudice to whatever rights any non-settling person or entity may have (if any) to setoff under applicable law in any action which is now pending or which may be brought in the future by or on behalf of the Receiver, the Receivership Entities, or any Investor.

DONE AND ORDERED in Chambers at Tampa, Florida, this ____ day of _____, 2022.

_____
MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Exhibit A

(List of Receivership Entities)

EquiAlt LLC

EquiAlt Fund LLC

EquiAlt Fund II, LLC

EquiAlt Fund III, LLC

EA SIP, 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

EquiAlt Capital Advisors, LLC

EquiAlt Fund I, LLC and related properties:

ADDRESS	FOLIO
8820 CRESTVIEW DR, UNIT A, TAMPA, FL 33604	098861-5374
5135 TENNIS COURT CIR, TAMPA, FL 33617	142878-6142
7511 PITCH PINE CIR, UNIT 128, TAMPA, FL 33617	038945-5256
2302 MAKI RD, UNIT 45, PLANT CITY, FL 33563	205010-0290
7613 PASA DOBLES CT, TAMPA, FL 33615	004580-7906

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

EA NY, 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

EXHIBIT 9

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No: 8:20-cv-00325-MSS-AEP

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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 PROCEEDINGS TO APPROVE: (1) SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, PAUL WASSGREN, DLA PIPER LLP (US) AND FOX ROTHSCHILD LLP; (2) BAR ORDER; AND (3) FEE AND EXPENSE MOTIONS OF SPECIAL COUNSEL FOR RECEIVER AND COUNSEL FOR INVESTOR PLAINTIFFS

PLEASE TAKE NOTICE that Burton W. Wiand, as the Court-appointed receiver (the "**Receiver**") of the entities (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**"), has filed a request for approval of a proposed settlement between: a group of investors that filed a complaint in the United States District Court for the Middle District of Florida ("**Investor Plaintiffs**"); the Receiver; and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP. The proposed settlement settles all claims that were and could have been asserted against Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP by the Investor Plaintiffs or the Receiver; such settlement is ***expressly conditioned*** on the Court approving the Settlement Agreement and including in the order approving such Settlement Agreement a provision permanently barring, restraining and enjoining any person or entity from pursuing claims, ***including claims you may possess***, against any of the Attorney Released Parties relating to the SEC Action or any of the other EquiAlt Actions (as defined therein), or otherwise relating in any way to any of the Receivership Entities, the Receivership Estate, or which arise directly or indirectly from Paul Wassgren, DLA Piper LLP (US) or Fox Rothschild LLP's activities, omissions, or services, or alleged activities, omissions, or services, in connection with the Receivership Entities, the Receivership Estate, EquiAlt or the EquiAlt Securities, to the broadest extent permitted by law (the "**Bar Order**").[1]

PLEASE TAKE FURTHER NOTICE that the material terms of the Settlement Agreement are that DLA Piper LLP (US) and Fox Rothschild LLP will each pay or cause to be paid the sum of Twenty-Two Million Dollars ($22,000,000.00), for a total of Forty-Four Million Dollars ($44,000,000.00), in exchange for broad releases from the Investor Plaintiffs, the Receiver, and the Receivership Entities, and entry of the Bar Order.

PLEASE TAKE FURTHER NOTICE that the Settlement Agreement provides for payments from the settlement fund to reimburse costs and compensate Special Counsel for the Receiver and the attorneys for the Investor Plaintiffs; Special Counsel for the Receiver and counsel for the Investor Plaintiffs have each filed a motion for an award of expenses and attorneys' fees in the above-captioned action (the "**Fee and Expense Motions**").

PLEASE TAKE FURTHER NOTICE that copies of the Settlement Agreement; the Motion for (i) Approval of Settlement between Receiver and Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (ii) Approval of Form, Content, and Manner of Notice of Settlement and Bar Order; (iii) Entry of Bar Order; and (iv) Scheduling a Hearing; with Incorporated

[1] Defined terms used but not defined in this Notice are more fully defined in the Settlement Agreement or in the proposed Bar Order attached as Exhibit 8 thereto.

Memorandum of Law [Dkt. ___] (the "**Motion**"); the Fee Expense Motions; the proposed Bar Order; and other supporting and related papers, may be obtained from the Court's docket in the SEC Action or from the website created by the Receiver (www.equialtreceivership.com).

PLEASE TAKE FURTHER NOTICE that the final hearing on the Motion and the Fee and Expense Motions, at which time the Court will consider final approval of the Settlement Agreement (including the grant of the releases and the issuance of the Bar Order) and the Fee and Expense Motions, is set by Zoom before the Honorable Mary S. Scriven, at the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, in Courtroom 7A, at __:__ _.m. on _____ ____, 2022 (the "**Final Approval Hearing**"). The link for the Zoom hearing will be circulated before the Final Approval Hearing in accordance with the Court's normal protocols and procedures.

Any objection to the Settlement Agreement, the Motion, the Fee and Expense Motions, or any related matter, including, without limitation, entry of the Bar Order, must be filed, *in writing*, with the Court in the SEC Action, on or before the Objection Deadline (defined below) and served by email and regular mail, on the following:

Name	Address	Email Address
Burton W. Wiand	Law Office of Burton W. Wiand, P.A. 114 Turner Street, Clearwater, FL 33756	Burt@BurtonWWiandPA.com
Guy M. Burns and Scott C. Ilgenfritz	Johnson Pope, Bokor Ruppell & Burns, LLP 401 East Jackson Street, Suite 3100, Tampa, FL 33601	guyb@jpfirm.com scotti@jpfirm.com
Katherine C. Donlon	Johnson, Cassidy, Newlon & DeCort 2802 N. Howard Avenue, Tampa, FL 33607	kdonlon@jclaw.com

Jared J. Perez and Robert Max McKinley	Guerra King, P.A. 1408 N. Westshore Blvd., Suite 1010, Tampa, FL 33607	jperez@guerraking.com mmckinley@guerraking.com
John K. Villa David M. Horniak David Blatt Vidya Mirmira and Brian P. Hagerty	Williams & Connolly LLP 725 Twelfth Street, N.W., Washington D.C. 20005	jvilla@wc.com dhorniak@wc.com dblatt@wc.com vmirmira@wc.com bhagerty@wc.com
A. Lee Bentley, III Giovanni Giarratana and Jason P. Mehta	Bradley Arant Boult Cummings LLP 100 N. Tampa Street, Suite 2200, Tampa, FL 33602	lbentley@bradley.com ggiarratana@bradley.com jmehta@bradley.com
David R. Atkinson and Stephen C. Richman	Gunster, Yoakley & Stewart, P.A. 777 South Flagler Drive, Suite 500 East, West Palm Beach, FL 33401	datkinson@gunster.com srichman@gunster.com
William J. Schifino, Jr. and Justin Bennett	Gunster, Yoakley & Stewart, P.A. 401 E. Jackson Street, Suite 1500, Tampa, FL 33602	wschifino@gunster.com jbennett@gunster.com

Lauren V. Purdy	Gunster, Yoakley & Stewart, P.A. 1 Independent Drive, Suite 2300, Jacksonville, FL 32202	lpurdy@gunster.com
Simon A. Gaugush D. Matthew Allen and Erin J. Hoyle	Carlton Fields, Corporate Center Three at International Plaza, 4221 W. Boy Scout Boulevard, Suite 1000, Tampa, Florida 33607	sgaugush@carltonfields.com mallen@carltonfields.com ehoyle@carltonfields.com
Ed Swanson and Britt Evangelist	Swanson & McNamara LLP 300 Montgomery Street, Suite 1100, San Francisco, CA 94104	ed@smllp.law britt@smllp.law
Adam Moskowitz Adam A. Schwartzbaum Howard M. Bushman and Joseph M. Kaye	The Moskowitz Law Firm, PLLC 2 Alhambra Plaza, Suite 601 Coral Gables, FL 33134	adam@moskowitz-law.com adams@moskowitz-law.com howard@moskowitz-law.com joseph@moskowitz-law.com
Andrew S. Friedman and Francis J. Balint, Jr.	Bonnett Fairbourn Friedman & Balint, P.C. 2325 E. Camelback Road, Suite 300,	afriedman@bffb.com fbalint@bffb.com

	Phoenix, AZ 85016	
Jeffrey Roger Sonn	Sonn Law Group, P.A. 19495 Biscayne Boulevard, Suite 607, Aventura, FL 33180	jsonn@sonnlaw.com
David S. Casey, Jr. Gayle M. Blatt James M. Davis and Jeremy Robinson	Casey, Gerry, Schenk, Francavilla, Blatt, & Penfiled, LLP 110 Laurel Street, San Diego, CA 92101	dcasey@cglaw.com gmb@cglaw.com jdavis@cglaw.com jrobinson@cglaw.com

NO LATER THAN _____ ____, 2022 (the "Objection Deadline"), any objection to the Settlement Agreement, the Motion, the Fee and Expense Motions, or any related matter must be filed with the Court and such objection must be made in accordance with the Court's Order (I) preliminarily approving settlement between Receiver, Investor Plaintiffs, and Paul Wassgren, DLA Piper LLP (US) and Fox Rothschild LLP; (II) approving form and content of notice, and manner and method of service and publication; (III) setting deadline to object to approval of settlement and entry of bar order; and (IV) scheduling a hearing [Dkt. ___] (the "**Preliminary Approval Order**").

PLEASE TAKE FURTHER NOTICE that any person or entity failing to file an objection on or before the Objection Deadline and in the manner required by the Preliminary Approval Order will not be heard by the Court, will be deemed to have waived the right to object (including any right to appeal) as well as to appear at the Final Approval Hearing, and will be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court. Those wishing to appear and present objections at the Final Approval Hearing must include a request to appear in their written objection. **If no objections are timely filed, the Court may cancel the Final Approval Hearing without further notice.**

This matter may affect your rights. You may wish to consult an attorney.

# # #

EXHIBIT J

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Ronald F. Stevenson (on behalf of himself and as the successor-in-interest of his deceased wife, Barbara Clark Stevenson), American Financial Security, LLC, and American Financial Investments, LLC (collectively, "the Settling Sales Agent") on this 25th day of March, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the Settling Sales Agent is a named defendant in a pending federal court action filed by the SEC, action styled *SEC v. Jason P. Wooten, et al.*, Case 2:21-cv-00482-GMS (D. Ariz.) ("the SEC Action");

WHEREAS, the Settling Sales Agent is a named respondent in a pending regulatory action before the ACC, styled *In the Matter of Ronald F. Stevenson, et al.*, DOCKET no. S-21110A-20-0190 ("the ACC Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action, in a manner that will not prejudice the interests of the Settling Sales Agent in defending himself in the SEC Action and in the ACC Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the same amount (if any) which the Settling Sales Agent is required to pay in either the SEC Action or the ACC Action as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action, whether that amount is determined involuntarily through an adverse judgment or voluntary through a negotiated settlement of the respective regulatory claims. Any payments made by the Settling Sales Agent to the SEC or to the ACC in the Regulatory Actions will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Receiver under this Paragraph. Likewise, any payments made by the Settling Sales Agent to the Receiver under this Paragraph will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the ACC in the ACC Action. Consequently, this Settlement Agreement will not operate to increase the total amount owed by Settling Sales Agent as and for disgorgement of the commissions or other compensation received by the Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of its affiliates.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement and Entry of Bar Order. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver will file a motion in the Receivership Action requesting (a) Court approval of this Settlement Agreement, and (b) entry of a Bar Order materially identical to that attached as **Exhibit C** to this Settlement Agreement. Should the Court decline either to approve the Settlement Agreement or to enter the requested Bar Order, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their status *quo ante.*

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling

Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations

regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Ronald F. Stevenson

Barbara Clark Stevenson (deceased)

By: _____
Ronald F. Stevenson, her Successor in Interest

American Financial Investments, LLC

By: _____
Ronald F. Stevenson

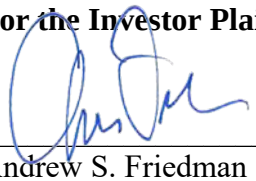
Its _____

American Financial Security, LLC

By: _____
Ronald F. Stevenson

Its _____

For the Investor Plaintiffs:



Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ronald F. Stevenson (on behalf of himself and as the successor-in-interest of his deceased wife, Barbara Clark Stevenson), American Financial Security, LLC, and American Financial Investments, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by

Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated March 25, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns,

divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any

other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY

AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or

invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Ronald F. Stevenson — Date: 4-15-22

Barbara Clark Stevenson (deceased)

By: Ronald F. Stevenson — Date: 4-15-22

Her: Successor in Interest

American Financial Investments, LLC

By: Ronald F. Stevenson — Date: 4-15-22

Its: Owner

American Financial Security, LLC

By: Ronald F. Stevenson — Date: 4-15-22

Its: Owner

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ronald F. Stevenson (on behalf of himself and as the successor-in-interest of his deceased wife, Barbara Clark Stevenson), American Financial Security, LLC, and American Financial Investments, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by

Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated March 25, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions,

segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Ronald F. Stevenson — Date: 4-15-2022

Barbara Clark Stevenson (deceased)

By: Ronald F. Stevenson — Date: 4-15-2022

Her: Successor in Interest

American Financial Investments, LLC

By: Ronald F. Stevenson — Date: 4-15-2022

Its: Owner

American Financial Security, LLC

By: Ronald F. Stevenson — Date: 4-15-2022

Its: Owner

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No: 8:20-cv-00325-MSS-AEP

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;
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 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;

Relief Defendants.
_____/

FINAL ORDER (1) APPROVING SETTLEMENT BETWEEN RECEIVER AND RONALD F. STEVENSON, BARBARA CLARK STEVENSON, AMERICAN FINANCIAL SECURITY, LLC, AND AMERICAN FINANCIAL INVESTMENTS, LLC; AND (II) BARRING, RESTRAINING AND ENJOINING CLAIMS AGAINST

RONALD F. STEVENSON, BARBARA CLARK STEVENSON, AMERICAN FINANCIAL SECURITY, LLC, AND AMERICAN FINANCIAL INVESTMENTS, LLC

[INSERT APPLICABLE RECITALS AND FINDINGS]

BAR ORDER AND INJUNCTION

THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE SALES AGENT RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity, other than the Arizona Corporation Commission, Securities Exchange Commission or any other regulatory authority, including: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner,

whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (ii) the events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iii) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor

Action; or (vi) the EquiAlt Defendants, including, but not limited to, those events, transactions, and circumstances relating in any way to the Sales Agent Activities. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Sales Agent Activities**" means: the acts, omissions, or services of the Sales Agent Released Parties in connection with the EquiAlt Defendants or the claims or allegations underlying the SEC Action, the Investor Action, the Receiver Action, or the Receiver Sales Agent Action;

e. "**Sales Agent Released Parties**" means: Ronald F. Stevenson (on behalf of himself and as the successor-in-interest of his deceased wife, Barbara Clark Stevenson), American Financial Security, LLC, and American Financial Investments, LLC each of which is an "**Sales Agent Released Party**";

f. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

g. "**Court**" means: the United States District Court for the Middle District of Florida;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki;

i. "**EquiAlt Securities**" means: all securities issued by any of the EquiAlt Defendants;

j. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**";

k. "**Investor Action**" means: *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida;

l. "**Investor Plaintiffs**" means: Richard Gleinn, Phyliss Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010,

Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004.

m. "**Receiver**" means: Burton W. Wiand in his capacity as the court-appointed Receiver for the EquiAlt Defendants;

n. "**Receiver Action**" means: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District;

o. "**Receiver Sales Agent Action**" means: *Burton Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and

p. **"SEC Action**" means: the above-captioned action.

1. Nothing in this Bar Order is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Sales Agent Released Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

2. No Sales Agent Released Party shall have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the

process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of any assets of the Receivership.

3. This Bar Order shall not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

4. All Barred Claims against the Sales Agent Released Parties are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the time period any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

5. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

6. This Bar Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) as ordered by the Court.

7. The Court retains continuing and exclusive jurisdiction to construe, interpret, enforce, and resolve any disputes related to this Bar Order.

8. Nothing in this Bar Order is intended to nor should be construed to release, limit, or otherwise modify any right, claim, or defenses that the Receiver or one or more Investors might have with respect to individual claims submitted to the Receiver to recover his, hers, or its investment losses as part of the Receivership claims process.

9. Nothing in this Bar Order shall operate in any way to release, waive, or limit the rights of the Receiver or one or more Investors, if any, to pursue claims against other third parties unrelated to the Sales Agent Released Parties.

10. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order shall be subject to such remedies for contempt as the Court shall deem appropriate.

EXHIBIT K

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Tim LaDuca and Marketing Dynamics Inc. (collectively, "the Settling Sales Agent") on this 14TH day of January, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in a third action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the parties to the, the Receiver Sales Agent Action, and the Investor Action have participated in a global mediation ("the Mediation") of all claims arising out the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action;

WHEREAS, as a result of the Mediation, the Settling Sales Agent has reached a resolution with the Arizona Corporation Commission (the "Commission") under which the Settling Sales Agent has agreed to pay monetary relief which will be distributed by the Commission or through the Receivership Action ("the Regulatory Settlement");

WHEREAS, in light of the Regulatory Settlement and to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. Upon execution of the order implementing the Regulatory Settlement, Settling Sales Agent will pay to the Commission or to the Receiver the amount of $84,216.95 as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. Any payments of disgorgement made by the Settling Sales Agent to the Commission under the Regulatory Settlement will be applied as an offset to reduce the amount otherwise due to the Receiver under this Paragraph.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries,

affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement and Entry of Bar Order. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 2, the Receiver will file a motion in the Receivership Action requesting (a) Court approval of this Settlement Agreement, and (b) entry of a Bar Order materially identical to that attached as **Exhibit C** to this Settlement Agreement. Should the Court decline either to approve the Settlement Agreement or to enter the requested Bar Order, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their *status quo ante* (including the return of the Settlement Amount to the Settling Sales Agent).

5. Acknowledgment of the Bar Order. The Investor Plaintiffs acknowledge that entry of the Bar Order will preclude the assertion of any claims against the Settling Sales Agent in the Investor Action or in any other action brought by the Investor Plaintiffs relating to or otherwise arising out of the settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

6. Dismissal of Claims. Within two (2) days of the later of the Court's approval of the Settlement Agreement and entry of the Bar Order, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

7. Mutual Release of Claims among the Parties. Upon the later of the Court's approval of the Settlement Agreement and entry of the Bar Order, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

8. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

9. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have been represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned,

transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

10. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

11. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

12. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

13. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

14. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

15. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Tim LaDuca

Marketing Dynamics Inc.

By: _____
Tim LaDuca

Its PRESIDENT

For the Investor Plaintiffs:

_____
Andrew S. Friedman

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Tim LaDuca

Marketing Dynamics Inc.

By: Tim LaDuca

Its PRESIDENT

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Tim Laduca and Marketing Dynamics, Inc. and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

	1/17/22
Tim Laduca	Date
	1/17/22
Marketing Dynamics, Inc.	Date

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Tim Laduca and Marketing Dynamics, Inc. and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated _____ ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Tim Laduca	1/17/22 Date
Marketing Dynamics, Inc.	1/17/22 Date

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No: 8:20-cv-00325-MSS-AEP

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;
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 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;

Relief Defendants.
_____/

FINAL ORDER (1) APPROVING SETTLEMENT BETWEEN RECEIVER AND TIM LADUCA AND MARKETING DYNAMICS, INC.; AND (II) BARRING, RESTRAINING AND ENJOINING CLAIMS AGAINST TIM LADUCA AND MARKETING DYNAMICS, INC.

[INSERT APPLICABLE RECITALS AND FINDINGS]

BAR ORDER AND INJUNCTION

THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE SALES AGENT RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity, including: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means

or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (ii) the events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iii) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the EquiAlt Defendants, including, but not limited to, those events, transactions, and circumstances relating in any way to the Sales Agent Activities. The foregoing specifically includes any claim, however

denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Sales Agent Activities**" means: the acts, omissions, or services of the Sales Agent Released Parties in connection with the EquiAlt Defendants or the claims or allegations underlying the SEC Action, the Investor Action, the Receiver Action, or the Receiver Sales Agent Action;

e. "**Sales Agent Released Parties**" means: Tim Laduca and Marketing Dynamics Inc., each of which is an "**Sales Agent Released Party**";

f. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

g. "**Court**" means: the United States District Court for the Middle District of Florida;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt

Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki;

i. "**EquiAlt Securities**" means: all securities issued by any of the EquiAlt Defendants;

j. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**";

k. "**Investor Action**" means: *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida;

l. "**Investor Plaintiffs**" means: Richard Gleinn, Phyliss Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004.

m. "**Receiver**" means: Burton W. Wiand in his capacity as the court-appointed Receiver for the EquiAlt Defendants;

n. "**Receiver Action**" means: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District;

o. "**Receiver Sales Agent Action**" means: *Burton Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and

p. **"SEC Action**" means: the above-captioned action.

1. Nothing in this Bar Order is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Sales Agent Released Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

2. No Sales Agent Released Party shall have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of any assets of the Receivership.

3. This Bar Order shall not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for

reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

4. All Barred Claims against the Sales Agent Released Parties are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the time period any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

5. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

6. This Bar Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) as ordered by the Court.

7. The Court retains continuing and exclusive jurisdiction to construe, interpret, enforce, and resolve any disputes related to this Bar Order.

8. Nothing in this Bar Order is intended to nor should be construed to release, limit, or otherwise modify any right, claim, or defenses that the Receiver or one or more Investors might have with respect to individual claims submitted to the Receiver to recover his, hers, or its investment losses as part of the Receivership claims process.

9. Nothing in this Bar Order shall operate in any way to release, waive, or limit the rights of the Receiver or one or more Investors, if any, to pursue claims against other third parties unrelated to the Sales Agent Released Parties.

10. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order shall be subject to such remedies for contempt as the Court shall deem appropriate.

EXHIBIT L

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Jason Wootten and Family Tree Estate Planning, LLC (collectively, "the Settling Sales Agent") on this 25th day of March, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the Settling Sales Agent is also a named defendant in a pending federal court action filed by the SEC, action styled *SEC v. Jason P. Wooten, et al.*, Case 2:21-cv-00482-GMS (D. Ariz.) ("the SEC Action");

WHEREAS, the Settling Sales Agent is also a named respondent in a pending regulatory action before the ACC, styled *In the Matter of Family Tree Estate Planning, LLC, et al.*, DOCKET no. S-21147A-21-005 I ("the ACC Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action

and in the Investor Action, in a manner that will not prejudice the interests of the Settling Sales Agent in defending himself in the SEC Action and in the ACC Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the same amount (if any) which the Settling Sales Agent is required to pay in either the SEC Action or the ACC Action as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action, whether that amount is determined involuntarily through an adverse judgment or voluntary through a negotiated settlement of the respective regulatory claims. Any payments made by the Settling Sales Agent to the SEC or to the ACC in the Regulatory Actions will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Receiver under this Paragraph. Likewise, any payments made by the Settling Sales Agent to the Receiver under this Paragraph will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the ACC in the ACC Action. Consequently, this Settlement Agreement will not operate to increase the total amount owed by Settling Sales Agent as and for disgorgement of the commissions or other compensation received by the Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of its affiliates.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future

have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement and Entry of Bar Order. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver will file a motion in the Receivership Action requesting (a) Court approval of this Settlement Agreement, and (b) entry of a Bar Order materially identical to that attached as **Exhibit C** to this Settlement Agreement. Should the Court decline either to approve the Settlement Agreement or to enter the requested Bar Order, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their status *quo ante*.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys,

employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an

executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Jason Wootten

Family Tree Estate Planning, LLC

By: Jason Wootten

Its CEO

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Jason Wootten and Family Tree Estate Planning, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by

Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated March 25, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns,

divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any

other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY

AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or

invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Jason Wootten — Date: 04/05/2022

Family Tree Estate Planning, LLC — Date: 04/05/2022

By: Jason Wootten

Its: CEO

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Jason Wootten and Family Tree Estate Planning, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated March 25, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions,

segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Jason Wootten — Date: 04/05/2022

Family Tree Estate Planning, LLC — Date: 04/05/2022

By: Jason Wootten

Its: CEO

EXHIBIT C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v. Case No: 8:20-cv-00325-MSS-AEP

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;
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 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;

Relief Defendants.
_____/

FINAL ORDER (1) APPROVING SETTLEMENT BETWEEN RECEIVER AND JASON WOOTTEN AND FAMILY TREE ESTATE PLANNING, LLC; AND (II) BARRING, RESTRAINING AND ENJOINING CLAIMS AGAINST JASON WOOTTEN AND FAMILY TREE ESTATE PLANNING, LLC

[INSERT APPLICABLE RECITALS AND FINDINGS]

BAR ORDER AND INJUNCTION

THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE SALES AGENT RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are defined hereunder:

a. "**Barred Persons**" means: any person or entity, other than the Arizona Corporation Commission, Securities Exchange Commission or any other regulatory authority, including: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings

supplementary to execution, collecting, or otherwise recovering, by any means or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (ii) the events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iii) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the EquiAlt Defendants, including, but not limited to, those events, transactions, and circumstances relating in any way to the Sales Agent

Activities. The foregoing specifically includes any claim, however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Sales Agent Activities**" means: the acts, omissions, or services of the Sales Agent Released Parties in connection with the EquiAlt Defendants or the claims or allegations underlying the SEC Action, the Investor Action, the Receiver Action, or the Receiver Sales Agent Action;

e. "**Sales Agent Released Parties**" means: Jason Wootten and Family Tree Estate Planning, LLC, each of which is an "**Sales Agent Released Party**";

f. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

g. "**Court**" means: the United States District Court for the Middle District of Florida;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities

over which the Receiver has authority as a result of the SEC Action, including Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki;

i. "**EquiAlt Securities**" means: all securities issued by any of the EquiAlt Defendants;

j. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**";

k. "**Investor Action**" means: *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida;

l. "**Investor Plaintiffs**" means: Richard Gleinn, Phyliss Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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,

Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004.

m. "**Receiver**" means: Burton W. Wiand in his capacity as the court-appointed Receiver for the EquiAlt Defendants;

n. "**Receiver Action**" means: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District;

o. "**Receiver Sales Agent Action**" means: *Burton Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and

p. **"SEC Action"** means: the above-captioned action.

1. Nothing in this Bar Order is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Sales Agent Released Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

2. No Sales Agent Released Party shall have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of any assets of the Receivership.

3. This Bar Order shall not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

4. All Barred Claims against the Sales Agent Released Parties are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the time period any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

5. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

6. This Bar Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) as ordered by the Court.

7. The Court retains continuing and exclusive jurisdiction to construe, interpret, enforce, and resolve any disputes related to this Bar Order.

8. Nothing in this Bar Order is intended to nor should be construed to release, limit, or otherwise modify any right, claim, or defenses that the Receiver or one or more Investors might have with respect to individual claims submitted to the

Receiver to recover his, hers, or its investment losses as part of the Receivership claims process.

9. Nothing in this Bar Order shall operate in any way to release, waive, or limit the rights of the Receiver or one or more Investors, if any, to pursue claims against other third parties unrelated to the Sales Agent Released Parties.

10. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order shall be subject to such remedies for contempt as the Court shall deem appropriate.

EXHIBIT M

SETTLEMENT AGREEMENT Ā

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WITNESSETH:

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For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Dale Tenhulzen

Live Wealthy Institute, LLC

By: Dale Tenhulzen

Its _____

For the Investor Plaintiffs:

Andrew S. Friedman

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Dale Tenhulzen

Live Wealthy Institute, LLC

By: Dale Tenhulzen

Its Manager

For the Investor Plaintiffs:

Andrew S. Friedman

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Exhibit A

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RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Dale Tenhulzen and Live Wealthy Institute, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

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Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated June 30, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

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officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

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subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

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5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

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TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

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8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Dale Tenhulzen — Date: 7/6/22

Live Wealthy Institute, LLC — Date: 7/6/22

By: Dale Tenhulzen

Its: Manager

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Exhibit B

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RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Dale Tenhulzen and Live Wealthy Institute, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

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Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated June 30, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions,

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segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

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subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

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5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

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TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

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8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Dale Tenhulzen — Date: 7/6/22

Live Wealthy Institute, LLC — Date: 7/6/22

By: Dale Tenhulzen

Its: Manager

Exhibit C

UNITED STATES DISTRICT COURTĀ
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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FINAL ORDER (1) APPROVING SETTLEMENT BETWEEN RECEIVER AND DALE TENHULZEN AND LIVE WEALTY INSTITUE, LLC; AND (II) BARRING, RESTRAINING AND ENJOINING CLAIMS AGAINST DALE TENHULZEN AND LIVE WEALTY INSTITUE, LLC

[INSERT APPLICABLE RECITALS AND FINDINGS]

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BAR ORDER AND INJUNCTION

THE COURT HEREBY PERMANENTLY BARS, RESTRAINS, AND ENJOINS ANY BARRED PERSONS FROM ENGAGING IN ANY BARRED CONDUCT AGAINST THE SALES AGENT RELEASED PARTIES WITH RESPECT TO THE BARRED CLAIMS, as those terms are defined hereunder:
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a. "**Barred Persons**" means: any person or entity, (other than the Arizona Corporation Commission, Securities Exchange Commission or any other regulatory authority), including: (i) the EquiAlt Defendants; (ii) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (iii) investors who purchased any EquiAlt Securities; (iv) the Receiver; and (vii) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever;

b. "**Barred Conduct**" means: instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, assisting, otherwise prosecuting, or otherwise pursuing or litigating in any case, forum, or manner, whether pre-judgment or post-judgment, or enforcing, levying, employing legal process, attaching, garnishing, sequestering, bringing proceedings supplementary to execution, collecting, or otherwise recovering, by any means

or in any manner, based upon any liability or responsibility, or asserted or potential liability or responsibility, directly or indirectly, or through a third party, relating in any way to the Barred Claims;

c. "**Barred Claims**" means: any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross claims, counter claims, or third party claims or proceedings of any nature, including, but not limited to, litigation, arbitration, or other proceedings, filed by any party, in any federal or state court, or in any other court, arbitration forum, administrative agency, or other forum in the United States, Canada, or elsewhere, whether arising under local, state, federal, or foreign law, that in any way relate to, are based upon, arise from, or are connected with: (i) the events or occurrences underlying the claims or allegations in the SEC Action, or claims or allegations that could have been brought in the SEC Action; (ii) the events or occurrences underlying the claims or allegations in the Receiver Action, or claims or allegations that could have been brought in the Receiver Action; (iii) the events or occurrences underlying the claims or allegations in the Receiver Sales Agent Action, or claims or allegations that could have been brought in the Receiver Sales Agent Action; (iv) the events or occurrences underlying the claims or allegations in the Investor Action, or claims or allegations that could have been brought in the Investor Action; or (vi) the EquiAlt Defendants, including, but not limited to, those events, transactions, and circumstances relating in any way to the Sales Agent Activities. The foregoing specifically includes any claim,

however denominated, seeking contribution, indemnity, damages, or other remedy where the alleged injury to any person, entity, or other party, or the claim asserted by any person, entity, or other party, is based upon any of the Barred Claims whether pursuant to a demand, judgment, claim, agreement, settlement, or otherwise;

d. "**Sales Agent Activities**" means: the acts, omissions, or services of the Sales Agent Released Parties in connection with the EquiAlt Defendants or the claims or allegations underlying the SEC Action, the Investor Action, the Receiver Action, or the Receiver Sales Agent Action;

e. "**Sales Agent Released Parties**" means: Dale Tenhulzen and Live Wealthy Institute, LLC, each of which is an "**Sales Agent Released Party**";

f. "**BR Services**" means: BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

g. "**Court**" means: the United States District Court for the Middle District of Florida;

h. "**EquiAlt Defendants**" means: all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the SEC Action, all entities placed in receivership in the SEC Action, and all entities over which the Receiver has authority as a result of the SEC Action, including Brian Davison, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt

Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki;

i. "**EquiAlt Securities**" means: all securities issued by any of the EquiAlt Defendants;

j. "**Investors**" means: all persons or entities who purchased or otherwise invested (directly or indirectly) in EquiAlt Securities, each of whom is an "**Investor**";

k. "**Investor Action**" means: *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida;

l. "**Investor Plaintiffs**" means: Richard Gleinn, Phyliss Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004.

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m. "**Receiver**" means: Burton W. Wiand in his capacity as the court-appointed Receiver for the EquiAlt Defendants;

n. "**Receiver Action**" means: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District;

o. "**Receiver Sales Agent Action**" means: *Burton Wiand v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and

p. **"SEC Action**" means *SEC v. Dale Tenhulzen*, *et al.*, Case 8:20-cv-01890-VMC-TGW pending in the United States District Court for the Middle District of Florida.

1. Nothing in this Bar Order is or shall be construed to be an admission or concession of any violation of any statute or law, of any fault, liability, or wrongdoing, or of any infirmity in the claims or defenses of the Sales Agent Released Parties with regard to any case or proceeding, including the Investor Action or the Receiver Action.

2. No Sales Agent Released Party shall have any duty or liability with respect to the administration of, management of, or other performance by the Receiver of his duties relating to the EquiAlt Defendants, including, without limitation, the process to be established for filing, adjudicating and paying claims against the EquiAlt Defendants or the allocation, disbursement or other use of any assets of the Receivership.

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3. This Bar Order shall not be impaired, modified, or otherwise affected in any manner other than by direct appeal of this Bar Order, or motion for reconsideration or rehearing thereof, made in accordance with the Federal Rules of Civil Procedure.

4. All Barred Claims against the Sales Agent Released Parties are stayed until the expiration of time to object, appeal, or seek rehearing, reversal, reconsideration, or modification of this Bar Order, and during the time period any objection, appeal, rehearing, reversal, reconsideration, or modification is under consideration.

5. Pursuant to Fed. R. Civ. P. 54(b), and the Court's authority in this equity receivership to issue ancillary relief, this Bar Order is a final order for all purposes, including, without limitation, for purposes of the time to appeal or to seek rehearing or reconsideration.

6. This Bar Order shall be served by counsel for the Receiver via email, first class mail, or international delivery service, on any person or entity afforded notice (other than publication notice) as ordered by the Court.

7. The Court retains continuing and exclusive jurisdiction to construe, interpret, enforce, and resolve any disputes related to this Bar Order.

8. Nothing in this Bar Order is intended to nor should be construed to release, limit, or otherwise modify any right, claim, or defenses that the Receiver or one or more Investors might have with respect to individual claims submitted to the

Receiver to recover his, hers, or its investment losses as part of the Receivership claims process.

9. Nothing in this Bar Order shall operate in any way to release, waive, or limit the rights of the Receiver or one or more Investors, if any, to pursue claims against other third parties unrelated to the Sales Agent Released Parties.

10. Any party, attorney, or other person who acts in a manner contradictory to this Bar Order shall be subject to such remedies for contempt as the Court shall deem appropriate.

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EXHIBIT N

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) DeAndre Sears, Maria Antonio Sears and MASears LLC dba Picasso Group (collectively, "the Settling Sales Agent") on this 30th day of June, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the Settling Sales Agent is also a named defendant in a pending federal court action filed by the SEC, action styled *SEC v. DeAndre Sears*, *et al.*, Case No. 8:20-cv-03114-CEH-CPT ("the SEC Action");

WHEREAS, the Settling Sales Agent has represented that he does not have sufficient assets to satisfy the claims asserted by the Receiver in the Receiver Sales Agent Action;

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action

and in the Investor Action, in a manner that will not prejudice the interests of the Settling Sales Agent in resolving the SEC Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $1,321,165 (the "Disgorgement Payment"), which the Settling Sales Agent is required to pay in the SEC Action as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action, as reflected in the Consent of Defendants DeAndre P. Sears and MASears LLC to Final Judgment (the "SEC Judgment") attached as **Exhibit A**. The Receiver will not take any action to enforce the Settling Sales Agent's obligation to pay the Disgorgement Payment but will instead defer to the SEC's collection actions, if any, to enforce the SEC Judgment. Any payments of disgorgement made by the Settling Sales Agent to the SEC in the SEC Action will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Receiver under this Paragraph. Consequently, this Settlement Agreement will not operate to increase the total amount owed by Settling Sales Agent as and for disgorgement of the commissions or other compensation received by the Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of its affiliates.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future

have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit C**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, trustees, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, actions, lawsuits, investigations, demands, causes of action, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, interest, equitable relief, legal relief, whether known or unknown, that were raised or

could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

THE PARTIES EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), THE PARTIES HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY THE PARTIES, AND THE PARTIES HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations or terms contained in or evidenced by this Settlement

Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations or terms created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement

Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

DeAndre Sears

Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

_____
Burton W. Wiand

For the Settling Sales Agent:

_____
DeAndre Sears

Maria Antonio Sears

Maria Antonio Sears

MASears, LLC dba Picasso Group

By: _____
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

_____
Andrew S. Friedman, counsel

_____
Richard Gleinn

_____
Phyllis Gleinn

_____
Cary Toone

_____
John Celli

_____
Maria Celli

_____
Eva Meier

_____
Georgia Murphy

Maria Antonio Sears

Maria Antonio Sears

MASears, LLC dba Picasso Group

By: _____
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

_____
Andrew S. Friedman, counsel

_____
Richard Gleinn

_____
Phyllis Gleinn

_____
Cary Toone

_____
John Celli

_____
Maria Celli

_____
Eva Meier

_____
Georgia Murphy

Maria Antonio-Sears
Maria Antonio Sears

MASears, LLC dba Picasso Group

By: DeAndre Sears
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

Andrew S. Friedman, counsel

Richard Gleinn
Richard Gleinn

Phyllis Gleinn
Phyllis Gleinn

Cary Toone

John Celli

Maria Celli

Eva Meier

Georgia Murphy

Maria Antonio Sears

Maria Antonio Sears

MASears, LLC dba Picasso Group

By: _____
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

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Andrew S. Friedman, counsel

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Richard Gleinn

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Phyllis Gleinn

Cary Toone

Cary Toone

_____
John Celli

_____
Maria Celli

_____
Eva Meier

_____
Georgia Murphy

Maria Antonio Sears

Maria Antonio Sears

MASears, LLC dba Picasso Group

By: _____
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

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Andrew S. Friedman, counsel

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Richard Gleinn

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Phyllis Gleinn

_____
Cary Toone

_____
John Celli

_____
Maria Celli

_____
Eva Meier

_____
Georgia Murphy

Maria Antonio Sears

Maria Antonio Sears

MASears, LLC dba Picasso Group

By: DeAndre Sears
DeAndre Sears

Its MANAGING PARTNER

For the Investor Plaintiffs:

Andrew S. Friedman, counsel

Richard Gleinn

Phyllis Gleinn

Cary Toone

John Celli

Maria Celli

Eva Meier

Georgia Murphy

Steven J. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

Tracey F. Rubinstein, as trustee 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

Marcia O'Neal

Sean O'Neal, as trustee for The O'Neal Family Trust Dated 4/6/2004

Tracey F. Rubinstein, as trustee for The Rubinstein Family Living Trust Dated 6/25/2010

Bertram D. Greenberg, as trustee for The Greenberg Family Trust

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Marcia O'Neal

Sean O'Neal, as trustee for The O'Neal Family Trust Dated 4/6/2004

CHRISTOPHER O'NEAL, AS POWER OF ATTORNEY FOR SEAN O'NEAL

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

CASE NO.: 8:20-cv-03114-CEH-CPT

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

vs.

DEANDRE P. SEARS, *et al.*,

Defendants.

FINAL JUDGMENT AS TO MONETARY REMEDIES

The Securities and Exchange Commission having filed a Complaint and Defendants DeAndre P. Sears ("Sears") and MASears LLC d/b/a Picasso Group ("Picasso") (collectively "Defendants") having entered a general appearance; consented to the Court's jurisdiction over Defendants and the subject matter of this action; consented to entry of this Judgment without admitting or denying the allegations of the Complaint (except as to jurisdiction); waived findings of fact and conclusions of law; and waived any right to appeal from this Judgment:

I.

INCORPORATION OF JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Court's Judgments as to Sears and Picasso entered on March 9, 2021 (DE 19 and 20) are hereby adopted and incorporated by reference with the same force and effect as if fully set forth herein, and that Sears and Picasso shall comply with all of the undertakings and agreements set forth therein.

II.

DISGORGEMENT, PREJUDGMENT INTEREST AND CIVIL PENALTY

IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants Sears and Picasso are liable for disgorgement of $1,321,165, jointly and severally, representing net profits gained as a result of the conduct alleged in the Complaint, together with prejudgment interest thereon in the amount of $94,187, and a civil penalty in the amount of $150,000 pursuant to Section 20(d) of the Securities Act [15 U.S.C. § 77t(d)] and Section 21(d)(3) of the Exchange Act [15 U.S.C. § 78u(d)(3)]. Defendants shall satisfy this obligation by paying $1,565,352 to the Court appointed Receiver within 30 days after entry of this Final Judgment.

Defendants shall simultaneously transmit photocopies of evidence of payment and case identifying information to the Commission's counsel in this action. By making this payment, Defendants relinquish all legal and equitable right, title, and interest in such funds and no part of the funds shall be returned to Defendants.

The Commission may enforce the Court's judgment for disgorgement and prejudgment interest by using all collection procedures authorized by law, including, but not limited to, moving for civil contempt at any time after 30 days following entry of this Final Judgment.

The Commission may enforce the Court's judgment for penalties by the use of all collection procedures authorized by law, including the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001 *et seq.,* and moving for civil contempt for the violation of any Court orders issued in this action. Defendants shall pay post

judgment interest on any amounts due after 30 days of the entry of this Final Judgment pursuant to 28 U.S.C. § 1961. The Receiver shall hold the funds, together with any interest and income earned thereon (collectively, the "Fund"), pending further order of the Court.

The Commission or the Court appointed Receiver may propose a plan to distribute the Fund subject to the Court's approval. Such a plan may provide that the Fund shall be distributed pursuant to the Fair Fund provisions of Section 308(a) of the Sarbanes-Oxley Act of 2002. The Court shall retain jurisdiction over the administration of any distribution of the Fund and the Fund may only be disbursed pursuant to an Order of the Court.

Regardless of whether any such Fair Fund distribution is made, amounts ordered to be paid as civil penalties pursuant to this Judgment shall be treated as penalties paid to the government for all purposes, including all tax purposes. To preserve the deterrent effect of the civil penalty, Defendants shall not, after offset or reduction of any award of compensatory damages in any Related Investor Action based on Defendants' payment of disgorgement in this action, argue that they are entitled to, nor shall they further benefit by, offset or reduction of such compensatory damages award by the amount of any part of Defendants' payment of a civil penalty in this action ("Penalty Offset"). If the court in any Related Investor Action grants such a Penalty Offset, Defendants shall, within 30 days after entry of a final order granting the Penalty Offset, notify the Commission's counsel in this action and pay the amount of the Penalty Offset to the United States Treasury or to a Fair Fund, as

the Commission directs. Such a payment shall not be deemed an additional civil penalty and shall not be deemed to change the amount of the civil penalty imposed in this Judgment. For purposes of this paragraph, a "Related Investor Action" means a private damages action brought against Defendants by or on behalf of one or more investors based on substantially the same facts as alleged in the Complaint in this action.

III.

INCORPORATION OF CONSENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Consents are incorporated herein with the same force and effect as if fully set forth herein, and that Defendants shall comply with all of the undertakings and agreements set forth therein.

IV.

BANKRUPTCY NONDISCHARGEABILITY

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that, solely for purposes of exceptions to discharge set forth in Section 523 of the Bankruptcy Code, 11 U.S.C. §523, the allegations in the Complaint are true and admitted by Defendants, and further, any debt for disgorgement, prejudgment interest, civil penalty or other amounts due by Defendants under this Judgment or any other judgment, order, consent order, decree or settlement agreement entered in connection with this proceeding, is a debt for the violation by Defendants of the federal securities laws or

any regulation or order issued under such laws, as set forth in Section 523(a)(19) of the Bankruptcy Code, 11 U.S.C. §523(a)(19).

V.

RETENTION OF JURISDICTION

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Court shall retain jurisdiction of this matter for the purposes of enforcing the terms of this Judgment.

VI.

RULE 54(b) CERTIFICATION

There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Judgment forthwith and without further notice.

Dated: _____, 2022

_____
Charlene Edwards Honeywell
UNITED STATES DISTRICT JUDGE

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by DeAndre Sears, Maria Antonio Sears and MASears LLC dba Picasso Group and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated August 19, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

DeAndre Sears Date: 8/19/2022

Maria Antonio Sears Date: 8/19/2022

MA Sears LLC dba Picasso Group. Date: 8/19/2022

By: DeAndre Sears

Its: MANAGING PARTNER

EXHIBIT C

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by DeAndre Sears, Maria Antonio Sears and MASears LLC dba Picasso Group, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated August 19, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions,

segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

DeAndre Sears Date: 8/19/2022

Maria Antonio Sears Date: 8/19/2022

MA Sears LLC dba Picasso Group. Date: 8/19/2022

By: DeAndre Sears

Its: MANAGING PARTNER

EXHIBIT O

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Todd Elliott, Elliott Financial Group, Inc., and Elliott Financial Advisors, LLC (collectively, "the Settling Sales Agent") on this 28 day of January, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in a third action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the parties to the Receiver Sales Agent Action and the Investor Action have participated in a global mediation ("the Mediation") of all claims arising out the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action;

WHEREAS, Todd Elliott and Elliott Financial Group, Inc., have reached a resolution with the Arizona Corporation Commission (the "Commission") under which the Settling Sales Agent has agreed to pay monetary relief which will be distributed by the Commission or through the Receivership Action ("the Regulatory Settlement");

WHEREAS, in light of the Regulatory Settlement and to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. Upon execution of the order implementing the Regulatory Settlement, Settling Sales Agent will pay to the Commission or to the Receiver the amount of $805,662.68 as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. Any payments of disgorgement made by the Settling Sales Agent to the Commission under the Regulatory Settlement will be applied as an offset to reduce the amount otherwise due to the Receiver under this Paragraph.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries,

affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after the filing of the notice of settlement referenced in paragraph 3, the Receiver will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement. Should the Court decline to approve the Settlement Agreement, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties will return to their *status quo ante*.

5. Dismissal of Claims. Within five (5) days of the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon execution and delivery of the Settlement Agreement and the two releases, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have been represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Todd Elliott

Elliott Financial Group, Inc.

By: 

Todd Elliott

Elliott Financial Advisors, LLC

By: 

Todd Elliott

For the Investor Plaintiffs:

Andrew S. Friedman

Exhibit A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Todd Elliott, Elliott Financial Group, Inc., and Elliott Financial Advisors, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors were defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Investor Plaintiffs' claims, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims,

counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the

following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release

all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to

Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Todd Elliott

01-28-2022
Date

Elliott Financial Group, Inc.

01-28-2022
Date

By: _____
Its: _____

Elliott Financial Advisors, LLC

01-28-2022
Date

By: _____
Its: _____

Exhibit B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Todd Elliott, Elliott Financial Group, Inc., and Elliott Financial Advisors, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors were defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Investor Plaintiffs' claims, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

9. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

10. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

11. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

12. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

13. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

14. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

15. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

16. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Todd Elliott

01-28-2022
Date

Elliott Financial Group, Inc.

01-28-2022
Date

By:
Its:

Elliott Financial Advisors, LLC

01-28-2022
Date

By:
Its:

EXHIBIT P

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, (c) the Arizona Corporation Commission (the "Commission") and (d) Anthony Spooner and Rokay Unlimited, LLC (collectively, "the Settling Sales Agent") on this 1st day of April 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in a third action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the Settling Sales Agent has reached a resolution with the Commission, memorialized in the "Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same" (the "Regulatory Order") under which the Settling Sales Agent has agreed to pay monetary relief which will be distributed by the Commission or through the Receivership Action;

WHEREAS, in light of the Regulatory Order and to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the

Parties"), desire to settle and resolve all claims and potential claims asserted in the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. Consistent with the terms of the Regulatory Order, Settling Sales Agent will pay to the Commission or to the Receiver the amount of $774,158.70 as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. Any payments of disgorgement made by the Settling Sales Agent to the Commission under the Regulatory Settlement will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Receiver under this Paragraph. In addition, the Commission has by letter dated March 24,2022, confirmed that any payments of disgorgement of the commissions or other compensation made by Settling Sales agent under this Settlement Agreement will be applied as an offset to reduce the restitution amount otherwise due to the Commission under the Regulatory Order.

Consequently, this Settlement Agreement will not operate to increase the total amount owed by Settling Sales Agent as and for disgorgement of the commissions or other compensation received by the Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of its affiliates.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper,

LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, the Receiver will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement. Should the Court decline to approve the Settlement Agreement, unless the Parties in writing agree otherwise this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their *status quo ante*.

6. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

7. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised

in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

8. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

9. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

10. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or

provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

11. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

12. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

13. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

14. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

15. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

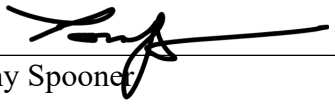
For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Anthony Spooner

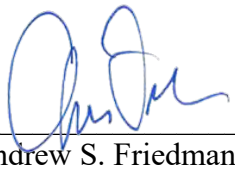
Rokay Unlimited, LLC

By: 

Anthony Spooner

Its _____

For the Investor Plaintiffs:



Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Anthony Spooner and Rokay Unlimited LLC and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated April 1, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

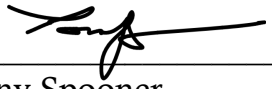
6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.



Anthony Spooner

04-01-2022
Date

Rokay Unlimited LLC

04-01-2022
Date

By: Anthony Spooner

Its: Member and Manager

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Anthony Spooner and Rokay Unlimited LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated March __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

_____ 04-01-2022

Anthony Spooner Date

_____ 04-01-2022

Rokay Unlimited LLC Date

By:Anthony Spooner

Its: Member and Manager

EXHIBIT Q

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) James Gray and Seek Insurance Services, LLC (collectively, "the Settling Sales Agent") on this ___ day of December, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in a third action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, the Settling Sales Agent is a named respondent in a pending regulatory action before the Arizona Corporations Commission ("the Commission"), styled *In the Matter of James David Gray, et al.*, Docket No._____ ("the ACC Action").

WHEREAS, the Settling Sales Agent has reached a resolution with the Commission, memorialized in the "Order to Cease and Desist, Order for Restitution, Order for Administrative Penalties, and Consent to Same" (the "Regulatory Order") under which the Settling Sales Agent has agreed to pay monetary relief which will be distributed by the Commission or through the Receivership Action;

WHEREAS, in light of the Regulatory Order and to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. Consistent with the terms of the Regulatory Order, Settling Sales Agent will pay to the Commission or to the Receiver the amount of $309,428.75 as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. Any payments of disgorgement made by the Settling Sales Agent to the Commission under the Regulatory Settlement will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Receiver under this Paragraph. Likewise, any payments made by the Settling Sales Agent to the Receiver under this Paragraph will be applied as a dollar-for-dollar offset to reduce the amount otherwise due to the Commission in the Regulatory Action. Consequently, this Settlement Agreement will not operate to increase the total amount owed by Settling Sales Agent as and for disgorgement of the commissions or other compensation received by the Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of its affiliates.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper,

LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, the Receiver will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement. Should the Court decline to approve the Settlement Agreement, unless the Parties in writing agree otherwise this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their *status quo ante*.

6. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

7. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised

in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

8. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

9. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

10. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or

provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

11. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

12. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

13. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

14. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

15. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

James Gray

Seek Insurance Services, LLC

By: James Gray

Its President

For the Investor Plaintiffs:

Andrew S. Friedman

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

James Gray

Seek Insurance Services, LLC

By: James Gray

Its President

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT R

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Ernest C. Babbini and REIT Alliance Marketing, LLC ("the Settling Sales Agent") on this ___ day of July, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $68,384.28, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by

EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. If the full Settlement Amount is not received within ten (10) days of the Receivership Court's approval of the settlement, Settling Sales Agent agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of $1,367,685.59, less any payments already made, plus reasonable attorneys' fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing,

the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties

further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Ernest C. Babbini

REIT Alliance Marketing, LLC

By: Ernest C. Babbini

Its: Client Relations / Marketing Director

For the Investor Plaintiffs:

Andrew S. Friedman

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ernest C. Babbini and REIT Alliance Marketing, LLC and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Ernest C. Babbini Date: 08,01,2022.

REIT Alliance Marketing, LLC

By: Ernest C. Babbini Date: 08,01,2022.

Its: Client Relations / Marketing Director

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ernest C. Babbini and REIT Alliance Marketing, LLC and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier,

Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions,

segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Ernest C. Babbini Date: 08, 01, 2022.

REIT Alliance Marketing, LLC

By: Ernest C. Babbini Date: 08, 01, 2022

Its: Client Relations / Marketing Director

EXHIBIT S

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Barry Neal ("the Settling Sales Agent") on this ___ day of July, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $5,951.86, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. If the full

Settlement Amount is not received within ten (10) days of the Receivership Court's approval of the settlement, Settling Sales Agent agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of $119,037.20, less any payments already made, plus reasonable attorneys' fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also

acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both

written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Barry Neal

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Neal and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Barry Neal

Date: 7/22/22

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Neal and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Barry Neal

Date: 7/22/22

EXHIBIT T

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Greg Talbot ("the Settling Sales Agent") on this 28 day of July, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $13,047.09, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys,

employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims,

interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Greg Talbot

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Greg Talbot and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July 28, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Greg Talbot

Date: 7/28/22

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Greg Talbot and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July 28, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Greg Talbot

Date: 7/28/22

EXHIBIT U

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Barry Wilken and Agents Insurance Sales ("the Settling Sales Agent") on this ___ day of July, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $12,304.97, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by

EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. If the full Settlement Amount is not received within ten (10) days of the Receivership Court's approval of the settlement, Settling Sales Agent agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of $246,099.33, less any payments already made, plus reasonable attorneys' fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing,

the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties

further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Termination. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

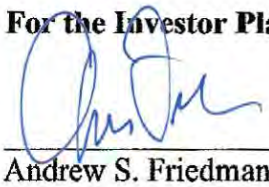
Barry Wilken

Agents Insurance Sales

Barry Wilken

Its: _____

For the Investor Plaintiffs:



Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Wilken and Agents Insurance Sales and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Law

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Barry Wilken Date: 7-21-22

Agents Insurance Sales

By: Barry Wilken Date: 7-21-22

Barry Wilken

Its: _____

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Barry Wilken and Agents Insurance Sales and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Livin

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki;

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

Barry Wilken Date: 7-21-22

Barry Wilken

Agents Insurance Sales

By: Barry Wilken Date: 7-21-22

Barry Wilken

Its: _____

EXHIBIT V

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Ben Mohr, Ben Mohr LLC, and Ben Mohr, Inc. ("the Settling Sales Agent") on this 17th day of ~~July~~ August, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $5,678.90, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by

EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. If the full Settlement Amount is not received within ten (10) days of the Receivership Court's approval of the settlement, Settling Sales Agent agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of $113,578.00, less any payments already made, plus reasonable attorneys' fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing,

the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties

further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Ben Mohr

Ben Mohr LLC

By: _____
Ben Mohr

Its: CEO

Ben Mohr, Inc.

By: _____
Ben Mohr

Its: CEO

For the Investor Plaintiffs:

_____
Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ben Mohr, Ben Mohr LLC, and Ben Mohr, Inc. and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated ~~July~~ August 17, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

_____ Date: 8-17-22
Ben Mohr

Ben Mohr LLC

By: _____ Date: 8-17-22
Ben Mohr

Its: CEO

Ben Mohr, Inc.

By: _____ Date: 8-17-22
Ben Mohr

Its: CEO

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Ben Mohr, Ben Mohr LLC, and Ben Mohr, Inc. and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated ~~July~~ August 17th, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

_____ Date: 8-17-22
Ben Mohr

Ben Mohr LLC

By: _____ Date: 8-17-22
Ben Mohr

Its: CEO

Ben Mohr, Inc.

By: _____ Date: 8-17-22
Ben Mohr

Its: CEO

EXHIBIT W

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.,* Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) John Friedrichsen ("the Settling Sales Agent") on this ___ day of July, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $15,784.08, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action. If the full

Settlement Amount is not received within ten (10) days of the Receivership Court's approval of the settlement, Settling Sales Agent agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of $315,681.69, less any payments already made, plus reasonable attorneys' fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. Within five (5) days after execution of this Settlement Agreement, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Approval of Settlement Agreement. Within sixty (60) days after filing the notice of settlement referenced in Paragraph 3, or on such other date to which the Parties agree in writing, the Receiver and the Investor Plaintiffs will file a motion in the Receivership Action requesting Court approval of this Settlement Agreement.

5. Dismissal of Claims. Within two (2) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

6. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action, the Receivership Action, or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement, as an agent or investor, in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

7. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

8. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also

acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

9. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

10. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

11. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

12. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

13. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both

written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

14. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

John Friedrichsen

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by John Friedrichsen and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members,

officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents,

subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

John Friedrichsen

Date: 7-31-2022

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by John Friedrichsen and his present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, Cary Toone, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Steven J. Rubinstein, as trustee for the Rubinstein Family Living

Trust dated 6/25/2010, Tracey F. Rubinstein, as trustee 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, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into the Settlement Agreement dated July __, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know

or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND

RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

John Friedrichsen

Date: 7-31-2022

John Friedrichsen

EXHIBIT X

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) Burton W. Wiand ("the Receiver"), the Court-appointed Receiver in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), (b) certain Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), also pending in the Court, and (c) Jason Jodway and J. Wellington Financial, LLC (collectively, "the Settling Sales Agent") on this ___ day of August, 2022.

WITNESSETH:

WHEREAS, the Settling Sales Agent is a named defendant in an action pending in the Court, filed by the Receiver and styled *Burton W. Wiand, as Receiver for EquiAlt, LLC, et al., v. Family Tree Estate Planning, LLC, et al.*, Case No. 8:21-cv-00361-SDM-AAS (the "Receiver Sales Agent Action");

WHEREAS, to avoid the expense and uncertainty of litigation, the Settling Sales Agent, the Receiver, and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Receivership Action, the Receiver Sales Agent Action, and in the Investor Action;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Payment by Settling Sales Agent. The Settling Sales Agent will pay to the Receiver the amount of $2,500.00, to be paid in five monthly installments of $500 beginning on the first of the month after the Court in the Receivership Action approves the settlement, as and for disgorgement of the commissions or other compensation received by Settling Sales Agent for his involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receivership Action.

2. Release of the Settling Sales Agent's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Settling Sales Agent will execute and deliver to the Receiver and to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren.

3. Notice of the Settlement. As such time following execution of this Settlement Agreement as determined by the Receiver in his sole discretion as appropriate, the Receiver will file a Local Rule 3.09 notice of the settlement in the Receiver Sales Agent Action.

4. Dismissal of Claims. Within five (5) days after the Court's approval of the Settlement Agreement, the Receiver will voluntarily dismiss all claims alleged against the Settling Sales Agent in the Receiver Sales Agent Action, with prejudice, each party to bear its own costs and attorneys' fees except as may be provided in this Settlement Agreement.

5. Mutual Release of Claims among the Parties. Upon the Court's approval of the Settlement Agreement, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action that were raised or could have been raised in the Receiver Sales Agent Action or in the Investor Action relating to or otherwise arising out of the Settling Sales Agent's involvement in the offer and sale of securities issued by EquiAlt LLC or any of the entities placed into receivership in the Receiver Action.

6. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

7. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the

agreements and documents described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have had the opportunity to be represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

8. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

9. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

10. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

11. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

12. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

13. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For the Receiver:

Burton W. Wiand

For the Settling Sales Agent:

Jason Jodway

J. Wellington Financial, LLC

By: _____ - principal

Jason Hadway

Its 

For the Investor Plaintiffs:

Andrew S. Friedman

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Jason Jodway and J. Wellington Financial, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Bertram D. Greenberg, as trustee for the Greenberg Family Trust, Bruce R. Hannen, Geraldine Mary Hannen, Robert Cobleigh, Rory O'Neal, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into a Settlement Agreement ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means Fox Rothschild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including

EquiAlt LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or

determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

9/13/22 self

Jason Jodway Date

J. Wellington Financial, LLC

By: 9/13/22

Jason Jodway Date

Its Principal

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Jason Jodway and J. Wellington Financial, LLC, and his, its, and their present and former officers, directors, managers, members, managing members, shareholders, parents, subsidiaries, general partners, limited partners, partners, employees, subsidiaries, divisions, successors, predecessors, affiliates, agents, attorneys, legal counsel, heirs, assigns, executors, administrators, estates, insurers, and representatives, or the like, of any of the above entities, including all individuals with a controlling or ownership interest or a management or employment role, past or present (collectively, the "Releasors").

WITNESSETH:

WHEREAS, the Releasors allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates;

WHEREAS, the Releasors are defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Burton W. Wiand in his capacity as the court-appointed Receiver for EquiAlt LLC, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., and EquiAlt Fund I, LLC ("the Receiver");

WHEREAS, the Releasors are also defendants or potential defendants, other than those defendants defined as Releasees below, in pending or threatened actions by Richard Gleinn, Phyllis Gleinn, John Celli, Maria Celli, Eva Meier, Georgia Murphy, Bertram D. Greenberg, as trustee for the Greenberg Family Trust, Bruce R. Hannen, Geraldine Mary Hannen, Robert Cobleigh, Rory O'Neal, Marcia O'Neal, and Sean O'Neal, as trustee for the O'Neal Family Trust dated 4/6/2004 (collectively, "the Investor Plaintiffs");

WHEREAS, to avoid the expense and uncertainty of litigating the Receiver's and the Investor Plaintiffs' claims, the Receiver, the Investor Plaintiffs, and the Releasors have entered into a Settlement Agreement ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasors have agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasors hereby represent and acknowledge that they are providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasors to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby agree and covenant as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasors;

(ii) any of the entities placed in receivership in the action captioned *SEC v. Brian Davison et al.*, No. 8:20-cv-00325-MSS-AEP (M.D. Fla.) ("the SEC Action") or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Brian Davison and Barry Rybicki, Deandre Sears, and Maria Antonio-Sears;

(iii) any acts, omissions or services of Releasees concerning or provided or relating to BR Support Services LLC and its predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees, including Barry Rybicki; or

(iv) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. The Releasors hereby expressly, fully and forever, release and discharge Releasees from and against the Released Claims.

4. Releasors hereby expressly further agree and covenant that they will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on their own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasors acknowledge that they are aware that they may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasors understand and agree that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASORS EXPRESSLY UNDERSTAND THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASORS HEREBY AGREE THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASORS, AND RELEASORS HEREBY AGREE THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasors acknowledge that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described

herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasors further acknowledge that they have read and understand this Release and Covenant Not to Sue and that their execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasors also acknowledge that they have been represented by counsel or have had the opportunity to secure counsel of their choosing in connection with this Release and Covenant Not to Sue, and that they have not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasors agree not to disparage or negatively comment about Releasees in any public statements.

9/13/22 - self

Jason Jodway Date

J. Wellington Financial, LLC

By: 9/13/22

Jason Jodway Date

Its Principal

EXHIBIT Y

SETTLEMENT AGREEMENT

This agreement (the "Settlement Agreement") is entered into by and among (a) the Plaintiffs (collectively, the "Investor Plaintiffs") named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren*, et al., Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), pending in the United States District Court for the Middle District of Florida ("the Court"), and (b) Brian Davison ("Davison") on this 4th day of February, 2022.

WITNESSETH:

WHEREAS, in the action styled *SEC v. Davison, et al.*, Case No. 8:20-cv-00325-MSS-AEP (the "Receivership Action"), the Investor Plaintiffs moved the Court for leave to allow Davison to be added as a named defendant in the Investor Action and Davison objected to the motion;

WHEREAS, to avoid the expense and uncertainty of litigation, Davison and the Investor Plaintiffs (collectively, "the Parties"), desire to settle and resolve all claims and potential claims asserted in the Investor Action and all other claims which the Investor Plaintiffs could have asserted against Davison relating in any way to EquiAlt[1];

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

---

[1] As used in this Agreement, "EquiAlt" means all persons and entities who have been named as defendants, corporate defendants, or relief defendants in the Receivership Action, all entities placed in receivership in the Receivership Action, and all entities over which the Receiver has authority as a result of the Receivership Action, including, without limitation, Barry Rybicki, EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees.

1. Release of Davison's Claims against Third-Parties. Contemporaneously with his execution of this Settlement Agreement, Davison will execute and deliver to the Investor Plaintiffs both (a) the Release and Covenant Not to Sue attached as **Exhibit A**, releasing all claims he has or may in the future have against DLA Piper, LLP (US), its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren, and (b) the Release and Covenant Not to Sue attached as **Exhibit B**, releasing all claims he has or may in the future have against Fox Rothschild, LLP, its predecessors, successors, parents, subsidiaries, affiliates, assigns, officers, partners, counsel, associates, employees, or insurers, including specifically Paul Wassgren. The original signed versions of Exhibits A and B may not be delivered or provided to anyone prior to entry of the Bar Order described in paragraph 2.

2. Entry of Bar Order. The Investor Plaintiffs will, with the cooperation of the Receiver, request entry of a Bar Order in the form attached as **Exhibit C** for Davison's benefit, and will insure that notice of the request for the Bar Order is provided to all investors via mail or email based on the records maintained by the Receiver and by publication. This may be accomplished in conjunction with the entry of a comparable Bar Order with respect to Barry Rybicki and/or others. Should the Court decline to enter the Bar Order attached as Exhibit C as to Davison, unless the Parties in writing agree otherwise, this Settlement Agreement (and any exhibit executed thereunder) will be deemed void *ab initio* and the Parties returned to their *status quo ante*.

3. Non-Disparagement. The Investor Plaintiffs agree that in seeking entry of the Bar Order referenced in Paragraph 2 they will refrain from affirmatively asserting that EquiAlt

operated as a Ponzi scheme or that Davison was the architect of the fraudulent scheme alleged in the Investor Action.

4. Acknowledgment of the Bar Order. The Investor Plaintiffs acknowledge that entry of the Bar Order will preclude the assertion of any claims against Davison in the Investor Action or in any other action brought by the Investor Plaintiffs relating in any way to EquiAlt.

5. Mutual Release of Claims among the Parties. Upon the Court's entry of the Bar Order, the Parties release one another (and their respective agents, attorneys, employees, officers, directors, representatives, beneficiaries, successors, heirs, and assigns) of and from any and all claims, demands, or causes of action relating in any way to EquiAlt, including claims that were raised or could have been raised in the Receivership Action or in the Investor Action.

6. Scope of Releases. It is expressly agreed and understood by the Parties that none of the releases set forth above nor any other provision of this Settlement Agreement is intended to release the Parties from the obligations contained in or evidenced by this Settlement Agreement, and each party to this Settlement Agreement hereby expressly reserves any claims arising out of the obligations created by this Settlement Agreement.

7. Authority to Execute and Voluntary Execution. The Parties acknowledge that the persons signing this Settlement Agreement below are fully authorized to make the agreements and give the releases described herein on behalf of the Parties, and that the signatures of any representatives of any of the Parties bind the Parties to the terms of this agreement. The Parties further acknowledge that they have read and understand this agreement and that their execution of this agreement is a voluntary act performed after due and considered deliberation. The Parties also acknowledge that they have been represented by counsel in connection with the settlement referenced herein and in connection with the preparation and execution of this Settlement

Agreement, and that they have not relied upon any express or implied representations regarding this Settlement Agreement. The Parties warrant and represent that they have not assigned, transferred, conveyed, pledged, or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and released herein.

8. Severability. Should any provision of this Settlement Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Settlement Agreement.

9. Headings. The headings in this Settlement Agreement are for reference only and do not affect the interpretation of this agreement.

10. Construction of Agreement. The Parties acknowledge that they have both participated in the drafting and preparation of this Settlement Agreement and that the Settlement Agreement shall not be construed in favor of one Party or against another Party as the drafter of this Settlement Agreement.

11. Governing Law. This Settlement Agreement shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

12. Integration and Amendment. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement. The terms of this Agreement are contractual and may not be modified orally, but instead may only be modified by a written instrument duly signed by all of the parties.

13. Persons Bound. This Agreement shall be binding upon and shall inure to the benefit of the heirs, beneficiaries, and/or successors to each Party to this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For Davison:

Brian Davison

For the Investor Plaintiffs:

Andrew S. Friedman

EXHIBIT A

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Brian Davison and his heirs, assigns, executors, administrators, estates, and representatives ("Releasor").

WITNESSETH:

WHEREAS, Releasor is a former owner, member, managing member, manager of managing member, or officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor has entered into an agreement with the Investor Plaintiffs named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), pending in the United States District Court for the Middle District of Florida, dated February 4, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasor has agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasor hereby represents and acknowledges that he is providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasor to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Releasor hereby agrees and covenants as follows:

1. As used herein, "Releasees" means DLA Piper LLP (US), Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasor or any entities under his ownership or control;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. Releasor hereby expressly, fully and forever, releases and discharges Releasees from and against the Released Claims.

4. Releasor hereby expressly further agrees and covenants that he will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on his own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasor acknowledges that he is aware that he may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasor understands and agrees that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASOR EXPRESSLY UNDERSTANDS THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASOR HEREBY AGREES THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES, TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASOR, AND RELEASOR HEREBY AGREES THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasor acknowledges that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasor further acknowledges that he has read and understand this Release and Covenant Not to Sue and that his execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasor also acknowledges that he has been represented by counsel or has had the opportunity to secure counsel of his choosing in connection with this Release and Covenant Not to Sue, and that he has not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasor agrees not to disparage or negatively comment about Releasees in any public statements.

11. This Release and Covenant Not to Sue is expressly conditioned upon entry of a final and non-appealable Bar Order as provided in the Releasor Settlement Agreement.

Brian Davison

02/07/22
Date

EXHIBIT B

RELEASE AND COVENANT NOT TO SUE

This Release and Covenant Not to Sue is entered into by Brian Davison and his heirs, assigns, executors, administrators, estates, and representatives ("Releasor").

WITNESSETH:

WHEREAS, Releasor is a former owner, member, managing member, manager of managing member, or officer of EquiAlt LLC or its affiliated funds or entities;

WHEREAS, Releasor allegedly participated in the offer for sale or sale of securities issued by EquiAlt LLC or its affiliates, including, but not limited to, EquiAlt Fund LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., and EquiAlt Qualified Opportunity Zone Fund, L.P.;

WHEREAS, Releasor has entered into an agreement with the Investor Plaintiffs named in the action styled *Richard Gleinn and Phyllis Gleinn, et al. v. Paul Wassgren, et al.*, Case No. 8:20-cv-01677-MSS-CPT ("the Investor Action"), pending in the United States District Court for the Middle District of Florida, dated February 4, 2022 ("the Releasor Settlement Agreement");

WHEREAS, as a term of the Releasor Settlement Agreement, Releasor has agreed to execute this Release and Covenant Not to Sue;

WHEREAS, Releasor hereby represents and acknowledges that he is providing this Release and Covenant Not to Sue in exchange for good and valuable consideration reflected in the terms of the Releasor Settlement Agreement;

WHEREAS, the intent of this Release and Covenant Not to Sue is for Releasor to fully and finally release Releasees from the Released Claims;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Releasor hereby agrees and covenants as follows:

1. As used herein, "Releasees" means Fox Rothchild LLP, Paul Wassgren, and its, his, and their respective affiliates, parents, subsidiaries, assigns, divisions, segments, predecessors, successors, attorneys, paralegals, staff members, officers, directors, employees, representatives, partners, counsel, associates, insurers, or agents.

2. As used herein, "the Released Claims" refers to any and all claims, actions, lawsuits, causes of action, investigations, demands, complaints, cross-claims, counterclaims, third-party claims or proceedings, debts, liabilities, damages, restitution, equitable relief, legal relief, and administrative relief, known and unknown, at law or in equity, whether brought directly or indirectly, including any further claim to recovery or relief as a result of action by any state or federal government agencies, relating to, based upon, arising from, or otherwise connected to:

(i) any acts, omissions, advice, or services of Releasees concerning or provided to or relating to Releasor or any entities under his ownership or control;

(ii) any of the entities placed in receivership in the action captioned the SEC Action or over which the Receiver has authority as a result of the SEC Action, including EquiAlt, LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, EA SIP, LLC, EquiAlt Secured Income Portfolio REIT, Inc., EquiAlt Qualified Opportunity Zone Fund, L.P., EquiAlt Fund I, LLC, and

their predecessors, successors, parents, subsidiaries, agents, creditors, affiliates, assigns, officers, partners, counsel, and employees;

(iii) the claims, facts, events, transactions, circumstances, or occurrences alleged in, that could have been alleged in, or that underlie the claims in any of the following actions: *Burton W. Wiand, et al. v. Paul Wassgren, et al.*, Case 20-STCV-49670, pending in the Superior Court of California, County of Los Angeles – Central District (the "Receiver Action"); *Richard Gleinn, et. al. v. Paul Wassgren, et. al.*, No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the "Investor Action"); the SEC Action; *Burton Wiand v. Family Tree Estate Planning, LLC et al.*, No. 8:21-cv-00361-SDM-AAS, pending in the United States District Court for the Middle District of Florida; and *Steven J. Rubinstein et al. v. EquiAlt, LLC et al.*, No. 8:20-cv-00448-WFJ-TGW, pending in the United States District Court for the Middle District of Florida.

3. Releasor hereby expressly, fully and forever, releases and discharges Releasees from and against the Released Claims.

4. Releasor hereby expressly further agrees and covenants that he will not now or hereafter institute, maintain, assert, join, or assist or participate in, either directly or indirectly, on his own behalf, on behalf of a class, or on behalf of any other person or entity, any action or proceeding of any kind against Releasees asserting the Released Claims.

5. In connection with the foregoing releases, Releasor acknowledges that he is aware that he may hereafter discover claims or damages presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true, with respect to the Released Claims. Nevertheless, Releasor understands and agrees that this release will fully, finally, and forever settle and release all claims and causes of action defined as Released Claims, known or unknown, and which now exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Released Claims.

RELEASOR EXPRESSLY UNDERSTANDS THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA PROVIDES:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

TO THE EXTENT THAT CALIFORNIA OR OTHER SIMILAR FEDERAL OR STATE LAW MAY APPLY (BECAUSE OF OR NOTWITHSTANDING THE PARTIES' CHOICE OF LAW IN THIS AGREEMENT), RELEASOR HEREBY AGREES THAT THE PROVISIONS OF SECTION 1542 AND ALL SIMILAR FEDERAL OR STATE LAWS, RIGHTS, RULES, OR LEGAL PRINCIPLES,

TO THE EXTENT THEY ARE FOUND TO BE APPLICABLE HEREIN, ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVED AND RELINQUISHED BY RELEASOR, AND RELEASOR HEREBY AGREES THAT THIS IS AN ESSENTIAL TERM OF THE RELEASE.

6. Releasor acknowledges that the persons signing this Release and Covenant Not to Sue below are fully authorized to make the agreements and give the releases described herein, and that the signatures of any representatives of any of the parties bind the parties to the terms of this Release and Covenant Not to Sue. Releasor further acknowledges that he has read and understand this Release and Covenant Not to Sue and that his execution of this Release and Covenant Not to Sue is a voluntary act performed after due and considered deliberation. Releasor also acknowledges that he has been represented by counsel or has had the opportunity to secure counsel of his choosing in connection with this Release and Covenant Not to Sue, and that he has not relied upon any express or implied representations regarding this Release and Covenant Not to Sue.

7. Should any provision of this Release and Covenant Not to Sue be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, terms, or provisions shall be deemed not to be a part of this Release and Covenant Not to Sue.

8. This Release and Covenant Not to Sue shall be deemed to have been executed and delivered in the state of Florida and shall be governed, construed, and enforced in accordance with the laws of Florida.

9. This Release and Covenant Not to Sue may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Release and Covenant Not to Sue electronically or by facsimile shall be effective as delivery of an original executed counterpart.

10. Releasor agrees not to disparage or negatively comment about Releasees in any public statements.

11. This Release and Covenant Not to Sue is expressly conditioned upon the entry of a final and non-appealable Bar Order as provided in the Releasor Settlement Agreement.

Brian Davison

02/07/22
Date

EXHIBIT Z

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No: 8:20-cv-00325-MSS-MRM

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, EQUIALT FUND, LLC, EQUIALT FUND II, LLC, EQUIALT FUND III, LLC, 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 PROCEEDINGS TO APPROVE: (1) SETTLEMENT AMONG RECEIVER, INVESTOR PLAINTIFFS, PAUL WASSGREN, DLA PIPER LLP (US), AND FOX ROTHSCHILD LLP; (2) SETTLEMENTS AMONG RECEIVER, INVESTOR PLAINTIFFS, AND SETTLING SALES AGENTS; (3) SETTLEMENT AMONG INVESTOR

PLAINTIFFS AND BRIAN DAVISON; (4) BAR ORDERS; AND (5) FEE AND EXPENSE MOTIONS OF SPECIAL COUNSEL FOR RECEIVER AND COUNSEL FOR INVESTOR PLAINTIFFS

PLEASE TAKE NOTICE that Burton W. Wiand, as the Court-appointed receiver (the "**Receiver**") of the entities (the "**Receivership Entities**") in the above-captioned civil enforcement action (the "**SEC Action**") and a group of investors who filed a complaint in the United States District Court for the Middle District of Florida (the "**Investor Plaintiffs**") have filed a request for approval of a series of proposed settlement agreements (collectively, the "**Settlement Agreements**") between or among:

(1) The Receiver and the Investor Plaintiffs and Paul Wassgren, DLA Piper LLP (US), and Fox Rothschild LLP (collectively the "**Lawyers**") in accordance with a Settlement Agreement (the "**Lawyer Settlement Agreement**");

(2) The Receiver and the Investor Plaintiffs and the following persons and entities formerly engaged in the offer and sale of EquiAlt securities (the "**Settling Sales Agents**"): Ronald F. Stevenson, Barbara Stevenson, American Financial Security, LLC, American Financial Investments, LLC, Tim LaDuca, Marketing Dynamics, Inc., Jason Wooten, Family Tree Estate Planning, LLC, Dale Tenhulzen, and Live Wealthy Institute, LLC (the "**Sales Agent Settlement Agreements**"); and

(3) The Investor Plaintiffs have entered into a settlement agreement with former EquiAlt CEO Brian Davison requiring entry of a bar order in exchange for his agreement to release the Lawyers (the "**Davison Settlement Agreement**").

The proposed Settlement Agreements will settle and resolve all claims that were and could have been asserted against the Lawyers and the Settling Sales Agents by the Investor Plaintiffs and/or the Receiver, and against Davison by the Investor Plaintiffs.

The Lawyer Settlement Agreement, the Sales Agent Settlement Agreements, and the Davison Settlement Agreement are expressly conditioned on the Court entering an order permanently barring, restraining and enjoining any person or entity from pursuing claims, including claims you may possess, against the Lawyers, Davison and the Settling Sales Agents ("the **Released Parties**") relating to the SEC Action or any of the other EquiAlt Actions (as defined therein), or otherwise relating in any way to any of the Receivership Entities, the Receivership Estate, or which arise directly or indirectly from Released Parties' activities, omissions, or services, or alleged activities, omissions, or services, in connection with the Receivership Entities, the Receivership Estate, EquiAlt or the EquiAlt Securities, to the broadest extent permitted by law (the "**Bar Orders**" or "**Bar Order**").

PLEASE TAKE FURTHER NOTICE that the material terms of the Lawyer Settlement Agreement are that DLA Piper LLP (US) and Fox Rothschild LLP, in exchange for releases from the Investor Plaintiffs, Davison, Barry Rybicki, certain of the Settling Sales Agents, the Receiver, and the Receivership Entities, and entry of the Bar Order in their favor, will each pay or cause to be paid the sum of $22 million, for a total of $44 million.

PLEASE TAKE FURTHER NOTICE that the material terms of the Sales Agent Agreements are that the Settling Sales Agents, in exchange for releases from the Investor Plaintiffs, the Receiver, and the Receivership Entities, and entry of the Bar Orders in favor of certain of the Settling Sales Agents, (a) are obligated to make payments aggregating approximately $5.7 million (subject to collectability and certain setoff for payments made to the Securities and Exchange Commission or the Arizona Corporation Commission), (b) waive any claim to share in any proceeds of the Receivership Estates, and (c) release any and all claims they have and covenant not to sue the Lawyers. Davison will agree to release any all claims he has and covenants not to sue the Lawyers, in exchange for releases from the Investor Plaintiffs and entry of the Bar Order in his favor.

Importantly, entry of the Bar Orders is a required condition to certain of the Settlement Agreements, including the Lawyer Settlement Agreement by which the Lawyers have agreed to pay into the Receivership Estate $44 million, and the Settlement Agreements with certain of the Sales Agents and with Davison, who have agreed to release claims against the Lawyers in exchange for a Bar Order.

PLEASE TAKE FURTHER NOTICE that copies of the Settlement Agreements and the joint motion of the Receiver and the Investor Plaintiffs for Court approval of the Settlement Agreements [Dkt. ___] (the "**Approval Motion**"); the proposed Bar Orders; and other supporting and related papers, may be obtained from the Court's docket in the SEC Action or from the website created by the Receiver (www.equialtreceivership.com).

PLEASE TAKE FURTHER NOTICE that counsel for the Investor Plaintiffs have filed a motion for an award of attorneys' fees and expenses (the "**Fee and Expense Motion**"). In the Fee and Expense Motion, counsel for the Investor Plaintiffs have applied for an award of attorneys' fees to be paid from the $22 million in settlement funds allocated to the Investor Action under a Joint Prosecution Agreement between counsel for the Investors and Special Litigation Counsel for the Receiver. Counsel for the Investor Plaintiffs have applied for a fee award equal to 25% of the settlement funds allocated to the Investors Plaintiffs' action against the Lawyers, which amounts to $5,500,000 plus expenses currently estimated to be approximately $275,000.

PLEASE TAKE FURTHER NOTICE that Special Counsel for the Receiver, who

represents the Receiver pursuant to a contingency fee agreement previously approved by the Court, has filed a motion for an award of expenses (the "**Receiver Expense Motion**") currently estimated to be approximately $25,000.

PLEASE TAKE FURTHER NOTICE that the final hearing on the Approval Motion, at which time the Court will consider final approval of the Settlement Agreements (including the grant of the releases and the issuance of the Bar Orders), is set by Zoom before the Honorable Mary S. Scriven, at the Sam M. Gibbons United States Courthouse, 801 North Florida Avenue, Tampa, Florida 33602, in Courtroom 7A, at __:__ _.m. on _____ ____, 2023 (the "**Final Approval Hearing**"). The Court will also consider the Fee and Expense Motion and the Receiver Expense Motion at the Final Approval Hearing. The link for the Zoom hearing will be circulated before the Final Approval Hearing in accordance with the Court's normal protocols and procedures.

Any objection to the Settlement Agreements, the Approval Motion, the Fee and Expense Motion, the Receiver Expense Motion or any related matter, including, without limitation, entry of the Bar Orders, must be filed, ***in writing***, with the Court in the SEC Action, on or before the Objection Deadline (defined below) and served by email and regular mail, on the following:

Name	Address	Email Address
Burton W. Wiand	Law Office of Burton W. Wiand, P.A. 114 Turner Street Clearwater, FL 33756	Burt@BurtonWWiandPA.com
Guy M. Burns	Johnson Pope, Bokor Ruppell & Burns, LLP 401 East Jackson St. Suite 3100 Tampa, FL 33601	guyb@jpfirm.com
Katherine C. Donlon	Johnson, Cassidy, Newlon & DeCort 2802 N. Howard Ave. Tampa, FL 33607	kdonlon@jclaw.com

Vidya A. Mirmira	Williams & Connolly LLP 680 Maine Avenue SW, Washington, DC 20024	vmirmira@wc.com
Stephen C. Richman	Gunster, Yoakley & Stewart, P.A. 777 South Flagler Dr. Suite 500 East West Palm Beach, FL 33401	srichman@gunster.com
Simon A. Gaugush	Carlton Fields Corporate Center Three at International Plaza 4221 W. Boy Scout Blvd. Suite 1000 Tampa, Florida 33607	sgaugush@carltonfields.com
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NO LATER THAN _____ ___, 2023 (the "Objection Deadline"), any objection to the Settlement Agreements, the Approval Motion, the Fee and Expense Motion, the Receiver Expense Motion or any related matter must be filed with the Court, and such objection must be made in accordance with the Court's Orders preliminarily approving the Settlement Agreements [Dkt. ___] (the "**Preliminary Approval Orders**").

PLEASE TAKE FURTHER NOTICE that any person or entity failing to file an objection on or before the Objection Deadline and in the manner required by the Preliminary Approval Orders will not be heard by the Court, will be deemed to have waived the right to object (including any right to appeal) as well as to appear at the Final Approval Hearing, and will be forever barred from raising such objection in this action or any other action or proceeding, subject to the discretion of this Court. Those wishing to appear and present objections at the Final Approval Hearing must include a request to appear in their written objection. **If no objections are timely filed, the Court may cancel the Final Approval Hearing without further notice.**

This matter may affect your rights. You may wish to consult an attorney.

# # #

EXHIBIT AA

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE COMMISSION,

Case No. 8:20-cv-00325-MSS-MRM

Plaintiff,

v.

BRIAN DAVISON, BARRY M. RYBICKI, EQUIALT LLC, et al.,

Defendants.
_____/

SUMMARY NOTICE OF PROCEEDINGS TO APPROVE SETTLEMENTS

PLEASE TAKE NOTICE that the United States District Court for the Middle District of Florida has preliminarily approved Settlements regarding certain aspects of this case. If finally approved by the Court, these Settlements will resolve claims brought by Burton W. Wiand, as a Court Appointed Receiver, as well as the claims brought by certain Investor Plaintiffs, against Paul Wassgren, DLA Piper, LLP (US) and Fox Rothschild, LLP (collectively "the Lawyer Defendants") as well as various sales agents who sold EquiAlt investment products ("the Settling Sales Agents"). The Settlements also include the settlement of Investor Plaintiff claims against former EquiAlt Manager Brian Davison. The proposed Settlements will finally resolve all claims that were or could have been asserted against the Lawyer Defendants and the Settling Sales Agents and against Davison by the Investor Plaintiffs. Through the Settlements, the Receivership will receive $44 million from the Lawyer Defendants and additional consideration from the Settling Sales Agents and Davison, including their release of any claims against the Lawyer Defendants.

The Settlements require, as a condition, the entry of a Bar Order that will prevent any other actions related to EquiAlt Investments against the Lawyer Defendants, the Settling Sales Agents, or Davison.

At the final hearing the Court will also review applications for fees and expenses for the attorneys who handled the claims being settled. The attorneys are seeking fees of $9.9 million, which represents 22.25% of the amount received through the Settlements from the Lawyer Defendants. Additionally, applications for cost reimbursements to the attorneys will be made in the aggregate range of approximately $275,000.

PLEASE TAKE FURTHER NOTICE that the final hearing for the approval of the Settlements will take place via Zoom before the Honorable Mary S. Scriven at the Sam Gibbons United States Courthouse, Courtroom 7A, 801 N. Florida Avenue, Tampa, Florida 33602, at _____ a.m. on _____, 2023.

If you intend to object to any of the Settlements, the Court has established an objection deadline. All objections must be made in writing and filed with the Court no later than _____, 2023. Please take further notice that any persons failing to object on or before the objection date in the manner required by the Preliminary Approval Order will not be heard by the Court and will be deemed to have waived their right to object and will be forever barred from raising such objection in any further action or actions or proceedings, subject to the discretion of the Court. If no objections are timely filed, the Court may cancel the Final Approval Hearing without further notice.

Additional details regarding the Settlements including the full text of motions, settlement documents and related Court Orders can be found on the Receiver's website at **www.EquiAltReceivership.com**.