

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

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

Defendants, and

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

Relief Defendants.

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**RECEIVER'S OPPOSITION TO DAVISON'S RENEWED  
MOTION TO ALTER OR AMEND FINAL JUDGMENT**

Receiver Burton W. Wiand hereby files this Opposition to Brian Davison's Renewed Motion to Alter or Amend the Final Judgment against him. (Dkt. 768) For the reasons set forth below, the Court should deny Davison's motion. In any event, altering the judgment obtained by the SEC against Mr. Davison in no way changes or impacts Mr. Davison's obligations under the Assignment entered into between him and the Receiver.

## **Final Judgment Against Davison**

Based on the consent signed by Defendant Brian Davison (“Davison”) (Doc. 353-2) and the Unopposed Motion to Approve Consent Judgment submitted by the Securities and Exchange Commission (“SEC”) (Doc. 353), this Court entered a Final Judgment against Davison on August 5, 2021. (Doc. 355) It is this judgment that Davison is seeking to alter or amend. Pursuant to that Final Judgment, Davison is liable to the SEC for disgorgement of \$24,600,000, prejudgment interest of \$913,060, and a civil penalty of \$1,500,000, for an agreed total of \$27,013,060. These amounts were negotiated between the SEC and Mr. Davison.<sup>1</sup> The Receiver never agreed to this amount nor was a party to those negotiations.

The Receiver is not a party to any settlement agreement between the SEC and Mr. Davison nor a party to the final judgment. However, the Judgment orders Davison to enter into an Assignment with the Receiver which allows the Receiver to enforce the Assignment by various means including contempt. A copy of the Assignment is attached as Exhibit 1. The Receiver has filed a separate motion to enforce his rights under the Assignment. The Assignment provides for several essential items:

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<sup>1</sup> This number is a net number as a result of *Liu v. SEC*, 140 S.Ct. 1936 (2020), a standard which is applicable to the SEC but not to the Receiver.

- The Assignment identifies specific assets that are to be turned over to the Receiver.
- Davison assigns all of his assets to the Receiver, except certain assets specifically noted in the Assignment.
- The Assignment has no values or amounts assigned to the assets noted. There is no threshold or limit to their value.
- In signing the Assignment, Davison agreed that the Receiver could seek sanctions for contempt for material misrepresentations made in connection with the Assignment or for his failure to satisfy the obligations contained in the Assignment.
- In exchange for the assignment, the Receiver released Davison from all claims the Receiver had against Davison which included breach of fiduciary duty, fraudulent transfer claims, and civil theft. Recovery on these claims would have far exceeded the judgment agreed to by the SEC.

The law is clear that the Receiver had a right to seek imposition of a constructive trust over all of Davison's assets as they were all products of his fraudulent scheme. *See, e.g. In re Lee*, 574 B.R. 286, 293-294 (Bankr. M.D. 2017)(“A constructive trust is one raised by equity in respect of property which has been acquired by fraud, or where, though acquired originally without fraud, it is against equity that it should be retained by him who holds it ...

*[E]quity will raise a constructive trust and compel restoration, where one through actual fraud, abuse of confidence reposed or accepted, or through other questionable means gains something for himself which in equity and good conscience he should not be permitted to hold.”).*

However, the question at the heart of the Defendant’s motion is how does Davison satisfy this judgment.<sup>2</sup> The Judgment is very specific on this point and noticeably, the language is not cited once in Davison’s motion. The Judgment provides that “any obligation of Davison to satisfy the disgorgement, prejudgment interest, and civil penalty payments, due to the Commission as set forth above, **shall be deemed satisfied by Davison if he, within 30 days of entry of this Final Judgment, disgorges the following assets to the Court-appointed Receiver . . . .**” Judgment at 6 (emphasis added). Additional language is in the Consent signed by Mr. Davison wherein he specifically attested to the fact that he consented to the Final Judgment which, among other things “orders Davison to satisfy the Final Judgment by turning over certain assets to the Court appointed Receiver as set forth in the Final Judgment.” (Doc. 353-2 at ¶2(d)). In fact, the Final Judgment specifically provides that the freeze of Davison’s assets will not be lifted until Davison satisfies his obligations under Section II of the Judgment. (Doc. 353-2 at ¶V).

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<sup>2</sup> Again, alleged satisfaction of the judgment in no way impacts Davison’s obligations under the Assignment.

Davison and the Receiver agreed that the turnover would occur on August 31, 2021. Davison failed to deliver all of the assets required at that time. The Receiver made immediate demand for those items that were missing. Certain items were turned over but not all. Specifically, Davison was to turn over 480 platinum coins. He produced 480 silver coins.<sup>3</sup> He was also required to produce 61 gold coins, yet he produced only 58 gold coins.<sup>4</sup>

### **Assets to be Turned Over by Davison**

The Judgment required that Davison enter into an Assignment with Receiver. This Assignment requires Davison to turn over all of his assets, including those assets specified in the Judgment, except the assets which Davison was specifically allowed to retain. Other than the assets being retained by Davison, all assets, including the specified assets, were to be turned over to the Receiver. The list of specific assets included, but was not limited to, real property, watches, jewelry, automobiles, and business interests. This list of assets was heavily negotiated between the SEC and Davison with the participation of the Receiver **from late fall 2020 through**

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<sup>3</sup> The current bid price for a platinum American Eagle is \$1,078. See <https://www.monex.com/platinum-prices/>. This bid would result in a value of \$517,440 for the 480 coins that were to be delivered to the Receiver. But instead, the Receiver received 480 silver American Eagles, bid price \$31.24 or \$14,995.20 for 480 coins. <https://www.monex.com/silver-american-eagle-coins-for-sale/>.

<sup>4</sup> The value of the missing gold coins is \$5,944.80 or \$1,981.60. <https://www.monex.com/american-eagle-gold-coins-for-sale/>.

**the date the Assignment was signed in May 2021.** The Assignment does not contain any amounts or valuations. Much of the discussion was related to valuation of the assets being turned over by Davison. Rather than agree on a certain valuation, the parties agreed instead that Davison would be required to turn over the list of assets referenced in the Judgment as well as stated in Exhibit A to the Assignment. Because there was no guarantee as to the value of the assets or when or how much the assets would sell for, the parties agreed that the judgment would be satisfied by the turnover of the assets. As mentioned above this was not the extent of Davison's obligations under the Assignment. As part of the settlement, he agreed under oath that these were all of his assets and if other assets were discovered he must notify the Receiver and deliver those assets. The Receiver would not have agreed to the Assignment had it not included all of Davison's assets as the potential liabilities to be asserted by the Receiver against Davison were extreme.

The Judgment states specifically that Davison "agrees that once he turns over the aforementioned property and assets, he relinquishes all legal and equitable right, title and interest in the property and assets ("Funds"), and no part of the Funds shall be returned to him." (Doc. 355 at 9) Similarly, in the Consent he signed, Davison affirmed that "[a]bsent the Judgement against Davison being vacated, Davison further agrees that once to turns over the Assets he relinquishes all legal and equitable right, title and interest in the

Assets and no part of the Assets shall be returned to him.” (Doc. 353-2 at ¶16)  
 Even if the Assignment with the Receiver was dependent on some agreed amount, which it is not, the terms of Judgment specifically prohibit Davison from benefitting from any increase in value of the assets.

### **Determination of Number of Coins to Turn Over**

Davison was a collector of many expensive items – watches, automobiles, coins – most of them purchased with illegally obtained funds from the Ponzi scheme that he operated through EquiAlt. One group of assets being turned over by Davison was coins. The Receiver and his team had gathered a limited amount of third-party documentation and documents obtained on the EquiAlt computers regarding the automobiles and watches. However, the Receiver had almost no information regarding Mr. Davison’s coins. Specifically, the Receiver was only aware of the coins in the Davisons’ safe deposit box which had been frozen at Bank of America and of several purchases made by Davison from IDC/KMA.

When attempting to memorialize the specific coins being turned over by Davison under the settlement, the Receiver and his counsel relied heavily on Davison’s representations regarding his coin collection. Davison/Davison’s counsel had provided a chart of coins to the SEC during their negotiations.

<b>Amer Eagle Gold</b>	61		109,800		
<b>Platinum Coins</b>	24 =480		432,000		

Misc Collectables		5,000	5,000		
Safety Deposit Box			10,000		Pre 2011 - items, see list from inspection

See Exhibit 2. This list did not match up to the Receiver's records. Emails from undersigned counsel to Davison's counsel on February 24, 2021 and again on March 16, 2021, asked for clarification as to the specific coins that Davison had in his possession. See Exhibits 2 and 3. In the information provided by Davison in these emails, he valued the coins at \$432,000. 480 silver coins are not worth nearly that amount of money (less than \$10,000). Finally, on April 23, 2021, Davison's counsel provided some clarity as to Davison's coins: "After discussing the matter with Mr. Davison, and *having him examine what he had at home*, I think we can reach finality on the coins." See Exhibit 4 (emphasis added). Regarding the gold American Eagles, counsel stated that "Mr. Davison currently has 61 Gold American Eagles at home." *Id.* As it relates to the platinum coins, counsel stated "As discussed, Mr. Davison never took delivery of an Isle of Man Nobles. However, he does have 480 Platinum American Eagles. It is possible that there may be some confusion between these coins, and that the Nobles were actually the platinum American Eagles." *Id.* Based on this information **from Davison himself**, these coins were included in the Assignment and proposed Final Judgment. The Assignment was signed by Mr.

Davison three weeks after this email exchange. His representations were no mistake.

This was not as suggested by Davison's counsel a slight oversight made by Davison while he was preoccupied and distraught. Mr. Davison states in a declaration in support of his motion that "I did my best under those circumstances to create a complete list of assts, including my coin and watch collection . . . even though I did not have access to any of the records kept on my primary personal computer or in EquiAlt's offices." (Doc. 768-1 at ¶5) The very emails sent by his counsel belie this statement. Mr. Davison was not going on memory here. He had the coins at issue in his home where he physically inspected the coins and made representations about them.<sup>5</sup> He made these misrepresentations in the home stretch of these negotiations, a year after the case had been filed. The representation that he had 480 Platinum coins came from Davison and only Davison and was made repeatedly throughout negotiations that occurred over many months. The idea that a sophisticated collector of priceless valuables would not know the distinction between silver and platinum coins (almost \$500,000) is beyond far-fetched. This is especially true given the intense dollar-driven negotiations that resulted in the Final

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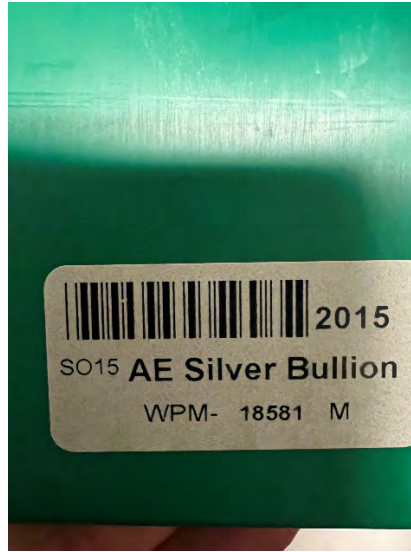
<sup>5</sup> Further, the Receiver provided Davison a mirrored hard drive of his EquiAlt computer in June 2020. *See* Exhibit 5. So any argument that he did not have access to his electronic records is entirely inaccurate.

Judgement and Assignment. The significance of his misrepresentations and the lack of his asserted carelessness is belied by the fact that he ultimately verified these representations (on behalf of himself and his wife) **under oath** when he signed the Assignment.

Defendant Davison asserts that he made a mistake in misidentifying the platinum coins. However, even a cursory review of the coins and the box in which they were stored would have told a person that they were silver. The 480 coins are stored in a large box, filled with smaller canisters of coins. *See* Exhibit 6, Declaration of Katherine C. Donlon at ¶¶4, 6.



*Id.* On the side of the box, there is a label that specifically categorizes the contents of the box as “Silver Bullion.”



*Id.* at ¶ 6(b). If that were not enough information, the coins themselves state that they are silver:



*Id.* at ¶6(c).

On August 31, 2021, when Davison delivered the coins to the Receiver and he was challenged that the coins were not platinum, he strongly asserted

that they were. When this untruth was demonstrated to him, he then blamed the discrepancy on the company that sold him the coins.

Now, more than a year and a half later, Davison wants this Court to release him from the obligations of his sworn Assignment, specifically related to the items he counted and about which he provided the information. The alleged “mistake” here is unilateral, entirely at the feet of Davison. Reformation of a contract, here the Assignment, requires “a unilateral mistake by one party coupled with the inequitable conduct of the other party.” *See Steel Supplements, Inc. v. Blitz NV, LLC*, 2023 WL 145322 at \*8 (M.D. Fla. Jan. 10, 2023)(citing *Romo v. Amedex Ins. Co.*, 903 So.2d 643, 649 (Fla. 3d DCA 2006); *see also Barber v. America’s Wholesale Lender*, 2013 WL 1149316 at \*3 (M.D. Fla. Mar. 19, 2013). A court cannot reform a written contract “absent clear and convincing proof of fraud or inequitable conduct by the other side.” *Id.* (citing *Robinson v. Wright*, 425 So.2d 589, 589 (Fla. 3d DCA 1982). Davison has made no assertion that there was inequitable conduct or fraud on the part of the Receiver. Thus, there can be no reformation of the Assignment.

Davison seeks to amend or alter the judgment under Federal Rule of Civil Procedure 60(b)(1) or (b)(5) to “fix” this issue and provide him a pass. As discussed more fully below, the Court should not grant the relief sought by Davison on either count.

### **Relief Under Rule 60(b)**

Relief under Rule 60(b) is to be granted only in exceptional circumstances. *See U.S. v. Eycler*, 778 F. Supp. 1553, 1556 (M.D. Fla. 1991). The Court in *Eycler* went on to note that the party seeking to modify the order must show “that new and unforeseen conditions have produced such extreme and unexpected hardship that the decree is oppressive.” *Id.* Mr. Davison has failed to meet this standard. As noted above, any requested modification of this Court’s order does not impact Davison’s Assignment with the Receiver which is clear and unambiguous.

### **Rule 60(b)(5) – Satisfaction of Judgment**

Under Rule 60(b)(5), the Court may relieve a party from a final judgment if “the judgment has been satisfied, released, or discharged.” Davison seeks to alter the judgment in this case because he believes that the judgment has been satisfied. However, as stated above, the Final Judgment states specifically, “any obligation of Davison to satisfy the disgorgement, prejudgment interest, and civil penalty payments, due to the Commission as set forth above, **shall be deemed satisfied by Davison if he, within 30 days of entry of this Final Judgment, disgorges the following assets to the Court-appointed Receiver . . . .**” Judgment at 6 (emphasis added). Thus, the only way that Davison can satisfy the disgorgement, prejudgment interest, and civil penalty payments, is by turning over all the assets set forth in the Judgment and

attendant Assignment. The cases cited by Davison relate to monetary judgments. That is not the case here. The fact that the Receiver has parlayed the assets that have been turned over into a benefit for the investors defrauded by Davison's scheme is irrelevant to Davison's arguments. As stated above, the Receiver, in consideration of Davison's Assignment, released claims far exceeding those of the SEC, and waiving his claim to a constructive trust over Davison's assets.

Davison cites to the *AIG Baker Serling Heights* case for the holding that not granting relief from the judgment would result in an inappropriate windfall to the plaintiffs in that case. 579 F.3d 1268, 1273 (11<sup>th</sup> Cir. 2009). However, this is not a windfall. When the SEC and Receiver agreed to accept the Assignment, which included the turnover of all assets not specifically excluded, as a settlement, it was a calculated risk by the SEC and Receiver to hopefully recover as much as possible for the defrauded investors. There was no guarantee to the Receiver that the assets would result in any particular amount of recovery for the investors.<sup>6</sup>

This is evidenced by two aspects of the Judgment. First, satisfaction of the payments comes only from turnover of the assets listed. Davison argues that Davison has satisfied "the financial terms" of the Final Judgment.

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<sup>6</sup> There is no possibility that the proceeds from these assets will remedy the full extent of the damage caused to over 1700 investors.

However, this was not a money judgment. Rather, the Judgment required Davison to turn over all assets not specifically excluded, which he has failed to complete. Second, under the Judgment, Davison agreed that “once he turns over the aforementioned property and assets, he relinquishes all legal and equitable right, title and interest in the property and assets (“Funds”), and no part of the Funds shall be returned to him.” Judgment at 9. In other words, if the assets wind up being worth more than \$27 million, Davison does not get assets returned to him nor does he get any benefit from that gain. In a similar fashion, Davison does not get to mislead the Court, the SEC and the Receiver regarding his assets, in an amount just under half a million dollars, and later get a pass under the guise of Rule 60.

If anything, the prospective values of the assets listed in the Judgment<sup>7</sup> were agreed to by Davison—a purported expert in real estate and collectable watches – during his months-long negotiations with the SEC. If the Receiver’s skill, market conditions, or Davison’s misjudgment resulted in the Receiver garnering better liquidation prices than Davison thought would occur, he does not now get to claim seller’s remorse. Nor does Davison get to avoid discussing the benefit and value he received by the Receiver agreeing to release his myriad of valuable claims against Mr. Davison.

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<sup>7</sup> There are no values or amounts referenced in the Assignment, only Davison’s agreement to turn over assets which he has failed to do.

**Rule 60(b)(1) – Mistake**

As alternative grounds, Davison wants this Court to believe that the differential in the coin turnover was a mistake. However, Davison’s version of the facts do not comport with the reality of the situation nor support his legal arguments. Specifically,

- “Davison believed that the 480 American Eagle Coins he had were platinum and that he had 61 gold American Eagle Coins.” As noted in the April 23, 2021 email from Davison’s counsel, Davison had counted the coins and made representations to the Receiver and the SEC about the coins in his possession. Remember, these coins were in Davison’s possession. He was the only one with access to the coins, so all the parties involved were relying on his representations.
- “Davison attempted to create a complete list of all of his assts, even thou he did not have access to his primary personal computer . . .” In fact, the Receiver provided Davison with a copy of the hard drive from his laptop. Davison cannot now complain that he did not have his laptop.
- “Davison attempted to create a complete list of all of his assets, even though he did not have access to . . . any of the records kept

in EquiAlt's offices." Davison had possession of the coins at issue. He did not need access to records to make his list of assets.

- As stated above (and shown in living color), even a cursory examination of the coins at issue and the box in which they were contained showed that the coins were silver.
- If indeed Davison did not have platinum coins, his misrepresentations served to deceive the SEC and the Receiver when agreeing to the Judgment and Assignment, respectively. His conduct smacks more of misrepresentation and fraud than mistake.

When parties submit "to an agreed-upon disposition . . . the burden to obtain Rule 60(b) relief is heavier than if one party proceeded to trial, lost and failed to appeal." *See Nemaizer v. Baker*, 793 F.2d 58, 63 (2<sup>nd</sup> Cir. 1986). This case is similar to the Report and Recommendation in *SEC v. Anisky*, 2016 WL 11795147 (S.D. Fla. Dec. 20, 2016), which was adopted by the district court in *SEC v. Butts*, 2017 WL 11697329 (S.D. Fla. Feb. 7, 2017). In that case, the defendant was seeking relief under Rule 60(b)(1)(3) or (5) regarding the bifurcated consent judgement to which he had consented. In rejecting the arguments under Rule 60(b), the Court points to the negotiations between him and the SEC in coming to the terms about which he was now contesting. The court found that the defendant had vailed to highlight "any language of the

consent judgement that was a mistake or included in error. Instead, Defendant merely takes issue with the **consequences** of the consent judgment he negotiated and willingly entered into with the SEC.” 2016 WL 11795147 at \*2. The same is true here.

Davison argues that since he first filed his motion, he has reviewed numerous bank and credit card statements and still cannot determine where he purchased the 480 coins he turned over. This proves nothing other than continuing the mystery of where these coins were purchased. As shown in the chart provided by Davison in the settlement negotiations, he valued these coins at \$432,000 but he cannot recall spending almost half a million dollars on coins. He has failed to show how or why he came to this valuation, but, in any event, the SEC and the Receiver relied on this representation in negotiating the settlement at issue. In fact, on April 23, 2021, his counsel represented to the Receiver and the SEC that Mr. Davison, upon examination of the coins, had 61 gold coins at home and had 480 Platinum American Eagle coins. *See* Exhibit 4. Are we and the Court supposed to believe Mr. Davison’s representations in April 2021 and his sworn affirmation in May 2021 or are we supposed to believe his representations now a year and a half later? He had no incentive to misrepresent his coin collection in the spring of 2021, especially since he was the only one with access to it. However, now, facing a contempt motion and the

Receiver's demand for the \$500,000 differential, Mr. Davison's motivations could be different.

**CONCLUSION**

Based on the foregoing, the Receiver respectfully requests that the Court deny Davison's motion to alter or amend the judgment against him and enforce the provisions (or monetary equivalent) against him.

Respectfully submitted,

**s/Katherine C. Donlon**

Katherine C. Donlon, FBN 0066941

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

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

3242 Henderson Blvd., Ste 210

Tampa, FL 33609

Tel: (813) 291-3300

Fax: (813) 324-4629

*Attorneys for Receiver Burton W. Wiand*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on January 31, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

**s/ Katherine C. Donlon**

# **EXHIBIT 1**



## Assignment.pdf

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

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### E-Signature Summary

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

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

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

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



**ASSIGNMENT**

**WHEREAS**, by orders dated February 14, 2020 and August 17, 2020, the Court in *Securities & Exch. Comm'n v. Brian Davison, et al.*, Case No. 8:20-cv-325-T-35AEP (M.D. Fla.) (the "SEC Receivership Action"), appointed Burton W. Wiand as Receiver (the "Receiver") for EquiAlt, LLC; EquiAlt Fund, LLC; EquiAlt Fund II, LLC; EquiAlt Fund III, LLC; EA SIP, LLC; 128 E. Davis Blvd, LLC; 310 78th Ave, LLC; 551 3rd Ave S, LLC; 604 West Azeele, LLC; 2101 W. Cypress, LLC; 2112 W. Kennedy Blvd, LLC; 5123 E. Broadway Ave, LLC; Blue Waters TI, LLC; BNAZ, LLC; BR Support Services, LLC; Bungalows TI, LLC; Capri Haven, LLC; EA NY, LLC; EquiAlt 519 3rd Ave S., LLC; McDonald Revocable Living Trust; Silver Sands TI, LLC; TB Oldest House Est. 1842, LLC, EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC and all of their subsidiaries, successors, and assigns (collectively, the "Receivership Entities"); and

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

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

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

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



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

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

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

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

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



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

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

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

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

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

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

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

\_\_\_\_\_  
Signature

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

05/14/2021

\_\_\_\_\_  
Date

**Burton W. Wiand**

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

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

STATE OF FLORIDA

COUNTY OF PASCO

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

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

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

Printed Name: Jeffrey C. Rizzo  
Commission #GG 303016

My Commission Expires: April 30, 2023





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

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



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

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



**EXHIBIT 1 TO EXHIBIT A**

**Patek Philippe**

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

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

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

**Audemars Piguet**

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

**Rolex**

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

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

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

**Jewelry**

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

**EXHIBIT 2 TO EXHIBIT A**

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

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

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

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

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

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

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

**DOMAINS TO BE TRANSFERRED TO RECEIVER**

qualifiedopportunityzonefunds.info

qualifiedopportunityzonefunds.net

qualifiedopportunityzonefunds.org

qualifiedopportunityzones.com

qualifiedopportunityzones.us

qualifiedtaxreit.com

qualifiedtaxreit.info

qualifiedtaxreit.net

qualifiedtaxreit.org

QUALIFIEDZEROTAXFUND.COM

QUALIFIEDZEROTAXFUND.INFO

qualifiedzerotaxfund.info

qualifiedzerotaxfund.net

qualifiedzerotaxfund.org

realestateblueprint.net

realestateblueprintbook.com

realestatewealthprint.com

reitreviews.co

reitreviews.info

reitreviews.net

reitreviews.org

rentdavislands.com

RENTFL.COM

RentFl.com

REOZIP.BIZ

REOZIP.COM

REOZIP.INFO

REOZIP.NET

REOZIP.ORG

RIGHTYIELD.COM

roseriesa.com

RRENEWS.COM

RRENEWS.INFO

RRENEWS.NET

RRENEWS.ORG

SAFE401KIRA.COM

SAFE401KIRA.COM, SAFEIRA401K.COM

SAFEIRA401K.COM

SAFEYIELD.COM

SECUREEDGE.COM

SECUREDINCOME.CO

securedincome.co

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

**DOMAINS TO BE TRANSFERRED TO RECEIVER**

THECASHFLOWSTORE.INFO

THECASHFLOWSTORE.ME

THECASHFLOWSTORE.MOBI

THECASHFLOWSTORE.NET

THECASHFLOWSTORE.ORG

THECASHFLOWSTORE.US

THECASHFLOWSTORE.WS

THEDIVIDENDSTORE.COM

THEHIGHYIELDSTORE.COM

theincubatorbrewing.com

THELIFESETTLEMENTSTORE.COM

THELIFESETTLEMENTSTORE.INFO

THELIFESETTLEMENTSTORE.NET

THELIFESETTLEMENTSTORE.ORG

thesfrflippingguide.com

THETAMPANIAN.CO

THETAMPANIAN.COM

THETAMPANIAN.INFO

THETAMPANIAN.ORG

thewealthprint.com

tik.net

timberridgetn.com

VIEWDIRECTLIVE.COM

WALLSTREETSUCKS.NET

YIELDSTORE.COM

YOUREINVESTED.COM

YOURINVESTED.COM

zerodebtreit.biz

zerodebtreit.com

zerodebtreit.info

zerodebtreit.net

zerodebtreit.org

zerodebtsfreit.com

zeroleveragereit.info

zeroleveragereit.net

zeroleveragereit.org

zeroleveragereit.us, leveragefreereit.us,  
noleveragereit.us

ZEROTAXFUND.COM

zerotaxfund.info

zerotaxfund.net

zerotaxfund.org

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

ZEROTAXQUALIFIEDFUND.ORG
--------------------------

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

(i) Bank Accounts

Bank of America XXX8041 – The Brian D. Davison Revocable Trust - \$322,480.86  
Chase XXS5756 – Davison Capital - \$24,639.50  
Chase XXX3995 – Brian and Nicole Davison - \$169,642.20

(ii) Real Property

None

(iii) Watches and Jewelry

Patek Philippe 5711A  
Patek Philippe 5711R  
Rolex Sub LV  
Rolex DJ 31 RG  
N. Davison ring, 6.51 ct

(iv) Interest in Breweries

Sunshine Meadery  
Smell the Made (to be held in a blind trust)  
Rock Brothers

(v) Vehicles

2019 Toyota 4Runner (VIN JTEBU5JR3K5685197)  
2012 Ford Fiesta (VIN 3FADP4BJ5CM134343)  
2015 Mercedes ML 350 (VIN 4JGDA5JB9FA616063)  
2012 SeaRay 300 (SERV1690I112)

(vi) Coins

5 Krugerrands

(vii) Investments

\$500,000 from positions to be liquidated in the Davisons' Merrill Lynch accounts; liquidation decisions will be determined jointly between counsel for Mr. Davison, the Receiver and Mr. Davison's financial advisor at Merrill Lynch.

(viii) Domains

Domains listed on the attached Exhibit 1.

(ix) Other Personal Items

Red Lantern (painting) by Michael Brown

(x) Davison shall be allowed to retain any personal property (including, but not limited to, clothing, mementos, furniture, personal items, housewares, etc.) located at 128 Biscayne Ave, Tampa, Florida and 21 20<sup>th</sup> St, #5, New York, New York, with the exception of any



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

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



**EXHIBIT 1 TO EXHIBIT B**

<b>DOMAINS TO BE TRANSFERRED TO B. DAVISON</b>
--

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

# **EXHIBIT 2**

**From:** [Kacy Donlon](#)  
**To:** "Howard Fischer (hfischer@MOSESSINGER.COM)"  
**Subject:** Coins  
**Date:** Wednesday, February 24, 2021 1:04:11 PM  
**Attachments:** [image002.png](#)

On your earlier list you have 61 American Eagle Gold and then Platinum coins valued at \$432,000. Unclear on the quantity. Can you explain what 24=480 means?

<b>Amer Eagle Gold</b>	61		109,800		
<b>Platinum Coins</b>	24 =480		432,000		
<b>Misc Collectables</b>		5,000	5,000		
<b>Safety Deposit Box</b>			10,000		Pre 2011 - items, see list from inspection

Based on the records we received from KMA, these are the coins we've identified:

**COINS**

Date	Seller	Description	Quantity	Price Per Item	Total
8/16/2015	IDC	1 oz Gold Maple Leaf	2	\$1,177.00	\$2,354.00
7/14/2016	KMA	1 oz American Gold Eagles	10	\$1,470.84	\$14,708.40
1/4/2017	KMA	1 oz Isle of Mann Platinum Nobles	62	\$984.00	\$61,008.00
2/10/2017	KMA	1 oz American Gold Eagles	65	\$1,293.00	\$84,045.00

What are the other platinum coins that are worth \$432,000??

Also, based on these records, there should be 75 American Gold Eagles. Where are the other 14?

I'll send you a separate email regarding the safe deposit box, but we would want the coins in the safe deposit box as well.

**Katherine C. "Kacy" Donlon**  
 5505 W. Gray Street  
 Tampa, FL 33609  
 Phone: 813.347.5104  
 Cell: 813.494.6806  
 Fax: 813.347.5154  
[kdonlon@guerraking.com](mailto:kdonlon@guerraking.com)  
[www.guerraking.com](http://www.guerraking.com)



# **EXHIBIT**

**From:** [Kacy Donlon](#)  
**To:** "Howard . Fischer"  
**Subject:** Coins  
**Date:** uesday, March 1 , 2021 4:20:00 PM  
**Attachments:** [image001.png](#)

Below is the information on the coins that I know Brian purchased. The lower chart is the one I believe that you provided to Alise as to what he has. Just trying to confirm what he has in his possession.

**COINS**

Date	Seller	Description	Quantity	Price Per Item	Total
8/16/2015	IDC	1 oz Gold Maple Leaf	2	\$1,177.00	\$2,354.00
7/14/2016	KMA	1 oz American Gold Eagles	10	\$1,470.84	\$14,708.40
1/4/2017	KMA	1 oz Isle of Mann Platinum Nobles	62	\$984.00	\$61,008.00
2/10/2017	KMA	1 oz American Gold Eagles	65	\$1,293.00	\$84,045.00

Information from Howard Fischer

<b>Amer Eagle Gold</b>	61		109,800
<b>Platinum Coins</b>	24 =480		432,000
<b>Misc Collectables</b>		5,000	5,000

**KATHERINE C. "KACY" DONLON**  
**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Direct:** [813.291.3300](tel:813.291.3300)  
**Fax:** 813.324.4629  
**Email:** [kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)  
**Address:** 2802 N. Howard Ave • Tampa, FL 33607

[Website](#)

# **EXHIBIT**

r                    Kacy Donlon  
                       "Howard A. Fischer"; "Johnson, Alise"  
                       "Kent C. Kolbig"  
 D                    RE: Coins  
                       Friday, April 23, 2021 12:50:26 PM  
                       image001.png

So this is the list of coins that Brian is turning over/assigning:

Safe Deposit	Elizabeth II	2
Safe Deposit	US Liberty	13
BDavison	Gold American Eagles	61
BDavison	Platinum American Eagles	480

He is retaining 5  
Krugerrands.

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Direct:** 813 291 3300  
**Cell:** 813 494 6806  
**Fax:** 813 235 0462  
**Email:** onlon cl com  
**Address:** 2802 o r e mp , 3360

e site io r

Howard A. Fischer <hfischer@MOESSINGER.COM>

Friday, April 23, 2021 12:10 PM

Katherine Donlon <kdonlon@jclaw.com>; 'Johnson, Alise' <johnsonali@SEC.GOV>

Kent C. Kolbig <kkolbig@MOESSINGER.COM>

Coins

Counsel:

We write in connection with the coins listed in the various settlement documents. After discussing the matter with Mr. Davison, and having him examine what he had at home, I think we can reach finality on the coins.

The assignment has the following listing:

- 1 oz Gold Maple Leaf (2)
- 1 oz Gold American Eagles (75)
- 1 oz Platinum Isle of Mann Nobles (62)
- Elizabeth II (2)
- 1 oz US Liberty (13)

With respect to the items above,

- Mr. Davison does not currently have at home any Gold Maple Leaf coins; we assume this refers to items from the safety deposit box.
- Mr. Davison currently has 61 Gold American Eagles at home; we assume the other 14 are from the safety deposit box.
- As discussed, Mr. Davison never took delivery of an Isle of Man Nobles. However, he does have 480 Platinum American Eagles. It is possible that there may be some confusion between these coins, and that the Nobles were actually the platinum American Eagles.

- We assume that the remaining items (the Elizabeth II coins and the US Liberty coins) refer to items from the safety deposit box or that are otherwise in the Receiver's actual or constructive possession.

Regards,  
Howard

**Howard A. Fischer | Partner**

**Moses & Singer LLP**

One Rensselaer Building, 405 West 125th Street  
New York, New York 10019  
Tel: 212 554 8200 | [h.fischer@mosessinger.com](mailto:h.fischer@mosessinger.com)  
[www.mosessinger.com](http://www.mosessinger.com)

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# **EXHIBIT 5**

**From:** [Frank J. Rescigno](#)  
**To:** [Robert Rohr](#); [Kacy Donlon](#); [Stines, Robert A.](#); [Howard A. Fischer](#)  
**Cc:** [Support](#)  
**Subject:** RE: Davison laptop  
**Date:** Friday, June 5, 2020 11:37:36 AM

---

Great, thanks!

Frank J. Rescigno | e-Discovery Coordinator / Litigation Paralegal  
Moses & Singer LLP  
The Chrysler Building, 405 Lexington Avenue  
New York, NY 10174  
t: 212.554.7685 | [frescigno@mosessinger.com](mailto:frescigno@mosessinger.com)  
[www.mosessinger.com](http://www.mosessinger.com)  
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From: Robert Rohr [[rrohr@ehounds.com](mailto:rrohr@ehounds.com)]  
Sent: Friday, June 5, 2020 10:43 AM  
To: Frank J. Rescigno; Kacy Donlon; Stines, Robert A.; Howard A. Fischer  
Cc: Support  
Subject: RE: Davison laptop

Frank

Also attached is the Bitlocker Recovery key.

Robert Rohr | E-Hounds Inc.  
Senior Analyst

727.726.8985 Office  
727.314.1450 Direct  
[rrohr@ehounds.com](mailto:rrohr@ehounds.com)

32815 US 19 North Suite 100 | Palm Harbor, Florida 34684

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<https://filetransfer.ehounds.com/filedrop/upload><<https://filetransfer.ehounds.com/filedrop/upload>>

-----Original Message-----

From: Frank J. Rescigno <[frescigno@MOESSINGER.COM](mailto:frescigno@MOESSINGER.COM)>  
Sent: Friday, June 5, 2020 10:31 AM  
To: Robert Rohr <[rrohr@ehounds.com](mailto:rrohr@ehounds.com)>; Kacy Donlon <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)>;  
Stines, Robert A. <[rstines@freeborn.com](mailto:rstines@freeborn.com)>; Howard A. Fischer  
<[hfisher@MOESSINGER.COM](mailto:hfisher@MOESSINGER.COM)>  
Cc: Support <[support@ehounds.com](mailto:support@ehounds.com)>  
Subject: RE: Davison laptop

Good morning Robert,

I have confirmed delivery of the drive. I was advised that the drive is encrypted. Can you please provide the password ? Thanks.

Best,

Frank

Frank J. Rescigno | e-Discovery Coordinator / Litigation Paralegal Moses & Singer LLP The Chrysler Building, 405 Lexington Avenue New York, NY 10174  
t: 212.554.7685 | [frescigno@mosessinger.com](mailto:frescigno@mosessinger.com) [www.mosessinger.com](http://www.mosessinger.com) <<http://www.mosessinger.com>> Celebrating 100 Years and Beyond

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From: Robert Rohr [[rrohr@ehounds.com](mailto:rrohr@ehounds.com)]  
Sent: Wednesday, June 3, 2020 5:14 PM  
To: Frank J. Rescigno; Kacy Donlon; Stines, Robert A.; Howard A. Fischer  
Cc: Support  
Subject: RE: Davison laptop

Thanks Frank! Going out today. Tracking # is 7706 1879 6205 (FedEx)

Robert Rohr | E-Hounds Inc.  
Senior Analyst

727.726.8985<<tel:727.726.8985>> Office  
727.314.1450<<tel:727.314.1450>> Direct  
[rrohr@ehounds.com](mailto:rrohr@ehounds.com)<<mailto:rrohr@ehounds.com>>

32815 US 19 North Suite 100 | Palm Harbor, Florida 34684

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<https://filetransfer.ehounds.com/filedrop/upload><<https://filetransfer.ehounds.com/filedrop/upload>>  
<<https://filetransfer.ehounds.com/filedrop/upload>>

From: Frank J. Rescigno  
<[frescigno@MOESSINGER.COM](mailto:frescigno@MOESSINGER.COM)<<mailto:frescigno@MOESSINGER.COM>>>  
Sent: Wednesday, June 3, 2020 5:09 PM  
To: Kacy Donlon <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>>; Robert Rohr <[rrohr@ehounds.com](mailto:rrohr@ehounds.com)<<mailto:rrohr@ehounds.com>>>; Stines, Robert A. <[rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>>; Howard A. Fischer <[hfisher@MOESSINGER.COM](mailto:hfisher@MOESSINGER.COM)<<mailto:hfisher@MOESSINGER.COM>>>  
Cc: Support <[support@ehounds.com](mailto:support@ehounds.com)<<mailto:support@ehounds.com>>>  
Subject: Re: Davison laptop

Hello,

His number is (201) 286-4978 and email is  
digitalforensics@empirediscovery.com<<mailto:digitalforensics@empirediscovery.com>>.  
Thank you.

Best,

Frank

Frank J. Rescigno | e-Discovery Coordinator / Litigation Paralegal Moses &  
Singer LLP The Chrysler Building, 405 Lexington Avenue New York, New York  
10174  
t: 212.554.7685 |  
frescigno@mosessinger.com<<mailto:frescigno@mosessinger.com>>  
www.mosessinger.com<<http://www.mosessinger.com>><<http://www.mosessinger.com>>>  
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From: Kacy Donlon <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>>  
Sent: Wednesday, June 3, 2020 4:53 PM  
To: Frank J. Rescigno; Robert Rohr; Stines, Robert A.; Howard A. Fischer  
Cc: Support  
Subject: RE: Davison laptop

Is there a phone number for Mr. Psyllos? The drive is being overnighted tonight.

From: Frank J. Rescigno [<mailto:frescigno@MOESSINGER.COM>]  
Sent: Wednesday, May 27, 2020 1:14 PM  
To: Robert Rohr <[rrohr@ehounds.com](mailto:rrohr@ehounds.com)<<mailto:rrohr@ehounds.com>>>; Stines,  
Robert A. <[rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>>; Howard A.  
Fischer <[hfischer@MOESSINGER.COM](mailto:hfischer@MOESSINGER.COM)<<mailto:hfischer@MOESSINGER.COM>>>; Kacy  
Donlon <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>>  
Cc: Support <[support@ehounds.com](mailto:support@ehounds.com)<<mailto:support@ehounds.com>>>  
Subject: RE: Davison laptop

Good afternoon,

I am following up on the below e-mail. Can you please let advise if this is in progress and provide the tracking number when delivered? Thank you.

Best,

Frank

Frank J. Rescigno | e-Discovery Coordinator / Litigation Paralegal Moses &  
Singer LLP The Chrysler Building, 405 Lexington Avenue New York, New York

10174

t: 212.554.7685 |

frescigno@mosessinger.com<<mailto:frescigno@mosessinger.com>>

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From: Frank J. Rescigno

Sent: Wednesday, May 20, 2020 5:15 PM

To: Robert Rohr <[rrohr@ehounds.com](mailto:rrohr@ehounds.com)<<mailto:rrohr@ehounds.com>>>; Stines,

Robert A. <[rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>>; Howard A.

Fischer <[hfischer@MOESSINGER.COM](mailto:hfischer@MOESSINGER.COM)<<mailto:hfischer@MOESSINGER.COM>>>; Kacy

Donlon <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>>

Cc: Support <[support@ehounds.com](mailto:support@ehounds.com)<<mailto:support@ehounds.com>>>

Subject: Re: Davison laptop

Good afternoon,

I agree that an external drive is a better option due to the data size.

Please have the hard drive sent to the forensic examiner at the following address:

Elias Psyllos

147 Cedar Grove Road

Branchburg, NJ 08876

Please let me know if the drive is encrypted and, if so, the type of encryption and password.

Regards,

Frank

Frank J. Rescigno | e-Discovery Coordinator / Litigation Paralegal Moses & Singer LLP The Chrysler Building, 405 Lexington Avenue New York, New York 10174

t: 212.554.7685 |

frescigno@mosessinger.com<<mailto:frescigno@mosessinger.com>>

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From: Robert Rohr <[rrohr@ehounds.com](mailto:rrohr@ehounds.com)<<mailto:rrohr@ehounds.com>>>

Sent: Monday, May 18, 2020 10:30 AM

To: Stines, Robert A.; Howard A. Fischer; Kacy Donlon

Cc: Frank J. Rescigno; Support

Subject: RE: Davison laptop

All:

Good morning. Based on the size of the image (380GB), I would recommend that we copy the image to a Hard Drive and FedEx the drive to Counsel/eDiscovery Manager. We could send via Secure File Transfer but with the size of the image, I would not recommend that.

Please advise on how you would like us to proceed.

Best regards,

Robert Rohr | E-Hounds Inc.  
Senior Analyst

727.726.8985<tel:727.726.8985> Office  
727.314.1450<tel:727.314.1450> Direct  
rrohr@ehounds.com<mailto:rrohr@ehounds.com>

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<https://filetransfer.ehounds.com/filedrop/upload><<https://filetransfer.ehounds.com/filedrop/upload>>  
<<https://filetransfer.ehounds.com/filedrop/upload>>>

From: Stines, Robert A. <rstines@freeborn.com<mailto:rstines@freeborn.com>>

Sent: Monday, May 18, 2020 10:25 AM

To: 'Howard A. Fischer'

<hfischer@MOESSINGER.COM<mailto:hfischer@MOESSINGER.COM>>; 'Kacy Donlon'

<kdonlon@wiandlaw.com<mailto:kdonlon@wiandlaw.com>>; Robert Rohr

<rrohr@ehounds.com<mailto:rrohr@ehounds.com>>

Cc: Frank J. Rescigno

<frescigno@MOESSINGER.COM<mailto:frescigno@MOESSINGER.COM>>

Subject: RE: Davison laptop

Sure. I am copying Rob Rohr with E-Hounds.

Rob: We need to send the image of Davison's laptop to his attorney (Howard).  
Frank (copied here) is his eDiscovery coordinator.

Let's figure out the most effective method to accomplish that goal.

Thanks,

ROBERT A. STINES  
Attorney at Law

[cid:image001.jpg@01D639CA.6119DBF0]<<http://www.freeborn.com/>>>

Freeborn & Peters LLP

Tampa, FL 33602

www.freeborn.com<<http://www.freeborn.com/>><<http://www.freeborn.com/>>>

(813) 488-2928 direct

(727) 252-8792 mobile

rstines@freeborn.com<mailto:rstines@freeborn.com>

Blog: [techlawX.com](http://techlawX.com)

Litigator for SMBs and Professionals - Cyber Law - Emerging Technologies

From: Howard A. Fischer [<mailto:hfischer@MOESSINGER.COM>]

Sent: Friday, May 15, 2020 5:32 PM

To: 'Kacy Donlon'

Cc: Stines, Robert A.; Frank J. Rescigno

Subject: RE: Davison laptop

External Email

I realize that it probably makes sense for our e-discovery coordinator, who is cc'd on this email, to liaise directly with the appropriate tech people on your end, or at E-Hounds. By response, can you provide that contact?

Thanks.

Howard

Howard A. Fischer | Partner

Moses & Singer LLP

The Chrysler Building, 405 Lexington Avenue New York, New York 10174

t: 212.554.7872 |

[hfischer@mosessinger.com](mailto:hfischer@mosessinger.com)<<mailto:hfischer@mosessinger.com>>

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From: Howard A. Fischer

Sent: Tuesday, May 12, 2020 11:43 AM

To: 'Kacy Donlon' <[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>>

Cc: Robert Stines ([rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>)

<[rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>>

Subject: RE: Davison laptop

Kacy,

Let me check and get back to you, given the pandemic WFH EO's.

Howard A. Fischer | Partner

Moses & Singer LLP

The Chrysler Building, 405 Lexington Avenue New York, New York 10174

t: 212.554.7872 |

[hfischer@mosessinger.com](mailto:hfischer@mosessinger.com)<<mailto:hfischer@mosessinger.com>>

[www.mosessinger.com](http://www.mosessinger.com)<<http://www.mosessinger.com>><<http://www.mosessinger.com>>>

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From: Kacy Donlon [<mailto:kdonlon@wiandlaw.com>]

Sent: Tuesday, May 12, 2020 10:46 AM

To: Howard A. Fischer

<[hfischer@MOESSINGER.COM](mailto:hfischer@MOESSINGER.COM)<<mailto:hfischer@MOESSINGER.COM>>>

Cc: Robert Stines ([rstines@freeborn.com](mailto:rstines@freeborn.com)<<mailto:rstines@freeborn.com>>)

<rstines@freeborn.com<<mailto:rstines@freeborn.com>>>

Subject: Davison laptop

Howard –

EHounds has finished mirroring Mr. Davison's laptop. To what address should we send the mirrored drive to you?

Katherine C. "Kacy" Donlon

5505 W. Gray Street

Tampa, FL 33609

Phone: 813.347.5104

Cell: 813.494.6806

Fax: 813.347.5154

[kdonlon@wiandlaw.com](mailto:kdonlon@wiandlaw.com)<<mailto:kdonlon@wiandlaw.com>>

[www.wiandlaw.com](http://www.wiandlaw.com)<<http://www.wiandlaw.com>><<http://www.wiandlaw.com>>>

W|G|K

WIAND GUERRA KING

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# **EXHIBIT 6**

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

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

v.

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

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

Defendants, and

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

Relief Defendants.

---

**DECLARATION OF KATHERINE C. DONLON**

1. My name is Katherine C. Donlon. I am over the age of 18, and am otherwise competent to execute this Declaration.
2. I submit this Declaration in support of the Receiver's Opposition to Defendant Davison's Renewed Motion to Alter or Amend Judgment.
3. I have served as lead counsel to the Receiver in this case since its inception.

4. On August 31, 2021, Davison turned over to the Receiver a green U.S. Mint box containing 480 coins (“the Coins”). This box is filled with smaller canisters of coins.

5. Since that time, the Coins have been kept by the Receiver in a safe deposit box.

6. I personally took the attached photographs of the Coins on January 18, 2023.

- a. Exhibit A – the green U.S. Mint box;
- b. Exhibit B – the label on the side of the U.S. Mint box noting “Silver Bullion”; and
- c. Exhibit C – one of the 480 coins in the U.S. Mint box which states on its face that is “1 OZ. FINE SILVER.”

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated therein are true.

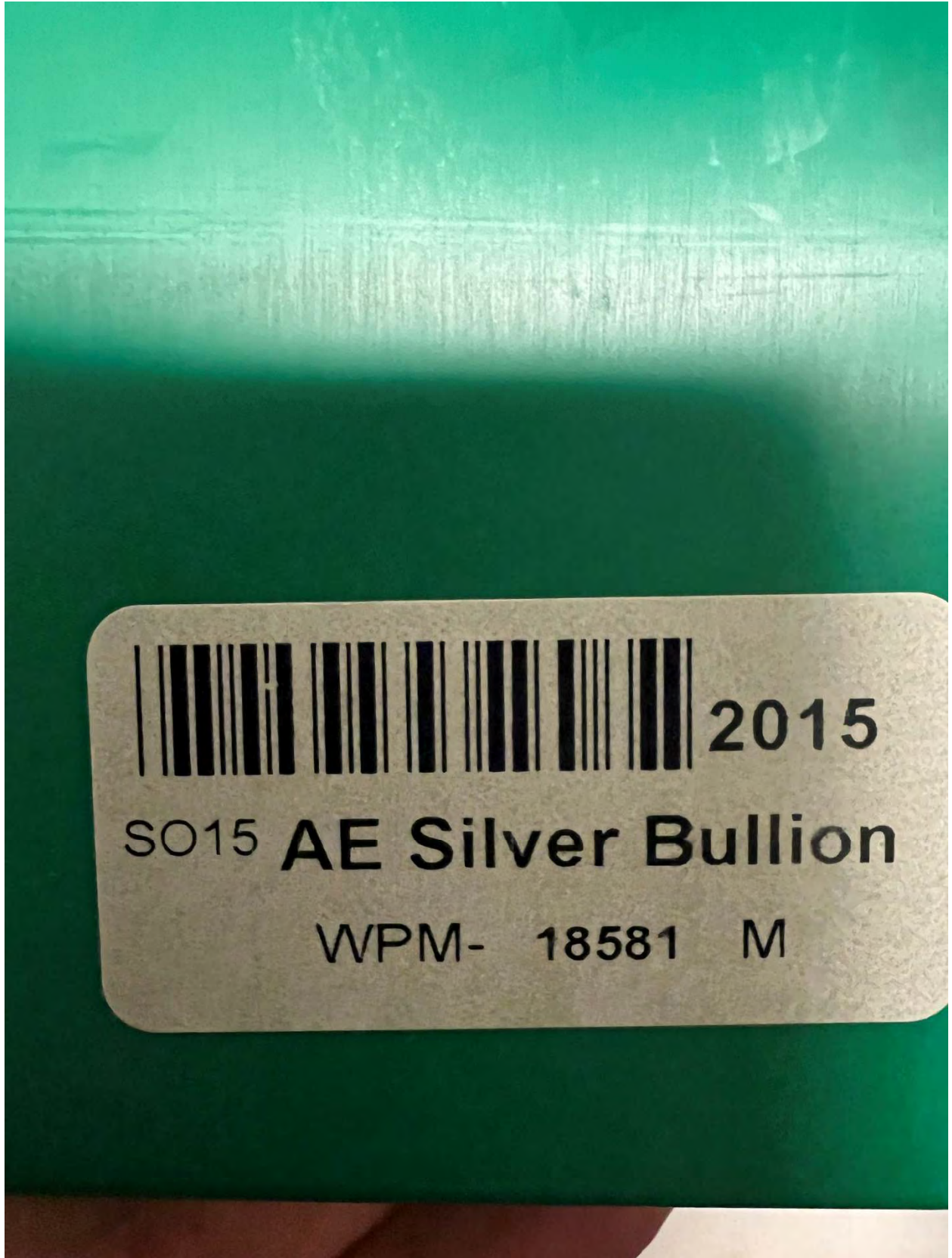
Executed on this 31<sup>st</sup> day of January, 2023.

  
\_\_\_\_\_  
KATHERINE C. DONLON

# **EXHIBIT A**



# **EXHIBIT B**



2015

SO15 **AE Silver Bullion**

WPM- 18581 M

# **EXHIBIT C**

