

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

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

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

Defendants,

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

Relief Defendants.

DECLARATION OF HOWARD FISCHER

1. Pursuant to 28 U.S.C. § 1746, I hereby declare as follows. I am a partner at the law firm of Moses Singer LLP. I was chief litigation counsel for Mr. Davison in the above-captioned action and in connection with related matters. I make this Declaration in order to put before the Court certain facts and documentary evidence.

2. Moses & Singer actively represented Mr. Davison from February 2020, through

August, 2021, against an SEC complaint asserting nine (9) different causes of actions for securities law violations in connection with an alleged \$170 million Ponzi scheme involving five (5) separate real estate funds with numerous subsidiaries and operations across the United States, over 1,000 investors, hundreds of real properties, numerous personal corporate entities and over twenty million of personal assets. That representation culminated in a court-approved global settlement with the SEC, the Receiver and Mr. Davison, pursuant to which Mr. Davison would over a million dollars of assets.

3. Mr. Davison was fully aware of the rates Moses & Singer would charge, as he signed an engagement letter with Moses & Singer that set forth its rates. At no point did Mr. Davison complain or otherwise indicate that MS's rates were unreasonable. A copy of this engagement letter is annexed hereto as Exhibit A.

4. Mr. Davison is familiar with the rates charged by substantial law firms. Through his tenure as CEO of Equialt, Mr. Davison retained the law firms of Duane Morris, Fox Rothschild and DLA, whose rates are often higher than those of Moses & Singer.

5. The Moses & Singer engagement agreement included certain "TERMS OF ENGAGEMENT" (Exhibit A at 8). These terms included provisions for resolving any fee dispute as follows:

"Except for any fee disputes subject to the New York State Fee Dispute Resolution Program¹, any other controversy, claim or dispute arising out of or relating to our engagement, our representation of Client, the services rendered, or fees and expenses charged or any other aspect of our attorney-client relationship (whether sounding in tort, contract or statutory law and whether legal or equitable), ***shall be resolved exclusively*** by binding arbitration in New York,

¹ The New York State Fee Dispute Resolution Program does not apply to fees disputes over \$50,000, so that program is inapplicable here.

New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction.” (Emphasis added).

6. The Engagement Letter further provided that:

“Please note that by agreeing to arbitration: Client waives Client’s right to a trial by jury or trial before a judge with respect to any controversy, claim or dispute subject to the arbitration clause; Client becomes subject to arbitration rules that differ in significant respects from court rules (including as to timing, discovery, and potential costs and damages); and Client may be liable for certain fees, costs and expenses in connection with the arbitration as provided in the rules of the American Arbitration Association or determined by the arbitrator.”

7. That document further provided that “Our engagement and all aspects of our relationship shall be governed by the internal laws of the State of New York. Client submits to the nonexclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the City and State of New York in any action or proceeding relating to the arbitration of issues arising out of or relating to this engagement.” Exhibit A at 12.

8. Moses & Singer was not retained pursuant to any restrictions by the Court. This Court’s Order dated March 16, 2020 (Docket Entry 54 (the “Fee Order”) imposed fee restrictions only for funds released from the receivership for Mr. Davison’s legal defense. (*See* Order at 4-5).

9. After Moses & Singer received a \$75,000 check from the Receivership, the check was returned to the Receiver because Mr. Davison insisted on mounting a more vigorous defense than the Court’s order would have permitted Moses & Singer to assist him with.

10. Subsequently, evidently using those same funds, the Receiver issued a check to the Trenam Law firm, which was acting as local counsel for Mr. Davison in this matter, after the

firm expressed an intent to withdraw from the case if its outstanding invoices were not paid. A copy of this check is annexed hereto as Exhibit C. Moses & Singer did not receive or use any of those funds (or any other funds released) from the Receivership for the purpose of paying Mr. Davison's attorneys' fees.

11. Mr. Davison agreed in signing the Engagement Letter that he would pay Moses & Singer's standard rates of which he was specifically advised. Thereafter, Mr. Davison regularly received invoices from Moses & Singer, which clearly set out the work performed, the amounts owed and the rates charged.

12. Based on Mr. Davison's representations that any outstanding amounts owed to Moses & Singer would be paid from funds that were to be unfrozen, Moses & Singer has patiently waited years for payment of its outstanding invoices.

13. At first, Mr. Davison repeatedly promised that Moses & Singer's outstanding invoices would be paid because there would soon be sufficient funds to pay them. Then, he explained that his father-in-law would be providing funds sufficient to pay Moses & Singer's invoices. Finally, Mr. Davison claimed that his father-in-law had decided not to provide the promised funds.

14. During this time and thereafter, Mr. Davison was regularly advised of the amount of his legal fees owed to Moses & Singer.

15. Ultimately, Mr. Davison was successful in raising some funds to pay down a portion of those invoices, which then led to the agreement that Mr. Davison reaffirm the invoiced balance owed and commit to pay that balance out of any recovery he was to receive from the receivership estate in exchange for Moses & Singer continuing to represent him through settlement. That was memorialized in the letter agreement between Mr. Davison and Moses & Singer dated November 5, 2020, attached as Exhibit B hereto (the "Reaffirmation

Agreement”). Moses & Singer upheld its end of the bargain by continuing to represent Mr. Davison through finalizing a settlement in August, 2021, almost a year after the date of the Reaffirmation Agreement.

16. I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
January 31, 2023

Respectfully submitted,
Howard Fischer

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

By: /s/ Howard A. Fischer
HOWARD A. FISCHER
New York Bar No. 2644052

EXHIBIT A



The Chrysler Building
405 Lexington Avenue, NY, NY 10174-1299
Tel: 212.554.7800 Fax: 212.554.7700
www.mosessinger.com

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

February 20, 2020

Brian Davison
2112 West Kennedy Boulevard
Tampa, FL 33606

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 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
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
c/o Brian Davison
2112 West Kennedy Boulevard
Tampa, FL 33606

Re: Engagement Letter - Securities and Exchange Commission v. Brian Davison et al., Case No: 8:20-cv-00325-T-35AEP, pending in the United States District Court for the Middle District of Florida Tampa Division (the "Action")

Dear Brian:

Moses & Singer LLP would be pleased to represent Brian Davison as an individual ("You"), EquiAlt LLC (the "EquiAlt") and each of the other above-identified related



February 20, 2020

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funds/entities managed by you or EquiAlt (collectively, with EquiAlt, the “Companies” and together with You, the “Clients” and each a “Client”) in connection with the Action brought by the Securities and Exchange Commission (“SEC”) against, you and the defendants. This letter of engagement, including the attached Terms of Engagement (the “Terms”) and Privacy Notice, confirms the terms on which we have been engaged. If we subsequently agree to expand the scope of our engagement, the terms of this letter will govern our expanded engagement.

I will coordinate our firm’s work on the Clients’ behalf. From time to time, additional lawyers and legal assistants may work on the matter, depending on the amount of work to be done, the relevant time constraints and the requisite expertise, experience and availability of personnel.

Our current hourly billing rates range from \$320 to \$350 for legal assistants; \$335 to \$565 for associates; \$450 to \$925 for counsel; and \$550 to \$1,350 for partners. My current hourly rate is \$765. We presently contemplate that the attorney who will perform the main work on this matter is Howard Fischer and his current hourly rate is \$730. However, the Clients’ understand and agree that Howard Fischer (a former employee of the SEC) cannot appear in the Action until his “blackout” period for appearing in cases involving the SEC has been lifted. As with all aspects of our relationship, we would be pleased to discuss or revisit staffing issues at any time.

Our fees will be based primarily upon the number of hours worked by each lawyer and legal assistant multiplied by their hourly billing rates then in effect, as such amount may be adjusted in the manner described in the Terms. In addition, it is our practice to charge clients for various additional services, such as computerized research and database usage, long distance telephone charges, messenger services, facsimiles, duplicating, and secretarial overtime. A more detailed description of our billing practices is set forth in the Terms.

We generally bill on a monthly basis with payment due in accordance with the Terms. As a matter of convenience, our bills will be directed to You, but we will regard all persons and entities for whom services are to be rendered as being jointly and severally liable. In other words, by countersigning this engagement letter, each of the Clients agrees that it guarantees payment of our legal fees for services rendered on behalf of any Client. If any client has a question about any bill, it should contact us immediately.

We take pride in maintaining good working relationships with our clients. If any Client becomes dissatisfied with any aspect of our relationship, please bring that to our attention immediately. If a dispute over fees arises, the Client may be entitled under Part 137 of the Rules of the Chief Administrator of the Courts to participate in the New York State Fee Dispute Resolution Program. That program provides for mandatory arbitration or mediation of fee disputes upon the client’s timely request in certain situations and is more fully explained in the Terms. Any other disputes shall be resolved by arbitration as provided in the Terms.



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It is our standard practice to require payment of a retainer fee on account of anticipated fees and expenses. In this case, we require the payment of a \$75,000.00 retainer (the “Retainer”) within 3 business days after Brian Davison obtains access to his personal assets from either (i) the conclusion of the Show Cause Hearing currently scheduled in the Action as to each of you or (ii) a written agreement is reached with the SEC and the Receiver as to the amount of funds Brian Davison will have access to for legal fees, whichever occurs first. The Retainer payment will be treated as a “back-end retainer,” which means that (i) it constitutes advance payment for contemplated legal services; (ii) our bills will be rendered and payment will be due from the Clients without regard to the retainer; and (iii) when our engagement is terminated and we render our final bill, the amount of the retainer will be credited to the final bill and the amount of any remaining balance will be paid to the Clients, as applicable.

We reserve the right to require a supplement or modification to the Retainer if we deem circumstances to so warrant, including (without limitation) for instance requiring a pre-trial (or pre-arbitration hearing) supplemental retainer sum.

When applicable, please send the Retainer to us per the enclosed wire transfer instructions.

We are not currently aware of any conflict of interest (or facts that would give rise to a conflict of interest) in connection with our representing each of the Clients with respect to the Action. However, it is possible that in the future facts may arise (or we may become aware of facts) that could create, or give the appearance of, a conflict of interest in our continuing representation of You and the Companies. In that event, we may need to cease representing the Companies and each of the Companies agrees that we may continue to represent You in connection with the Action.

Each of the Clients agree that it has read and had the opportunity to discuss the terms of this letter, including the Terms. Neither this letter nor the Terms may be amended or waived except in a writing signed by the party sought to be charged therewith.

We very much appreciate your having called upon us to represent you. Please promptly countersign and return to me a copy of this letter. To expedite matters, you may fax or email to me a countersigned copy of this letter (please send the countersigned original by regular mail). Please note that even if you do not countersign this letter, you will be deemed to have agreed to the terms of this letter (i) if you proceed with the representation that is the subject of this letter or (ii) if we receive any payment from you on account of this engagement.

MOSES & SINGER LLP

February 20, 2020
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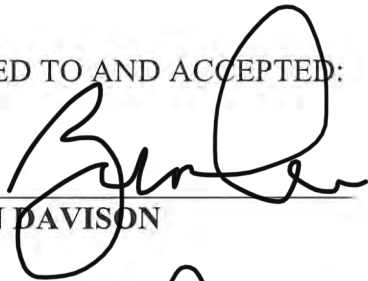
We very much look forward to working with you. If you have any questions, please do not hesitate to call me.

Very truly yours,



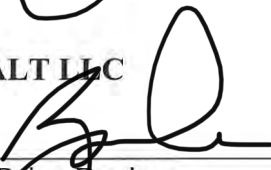
KENT KOLBIG

AGREED TO AND ACCEPTED:



BRIAN DAVISON


EQUIALT LLC

By: 
Name: Brian Davison
Title: Authorized Representative

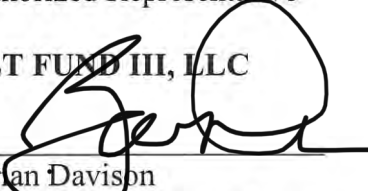
EQUIALT FUND, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

EQUIALT FUND II, LLC

By: 
Name: Brian Davison
Title: Authorized Representative


EQUIALT FUND III, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

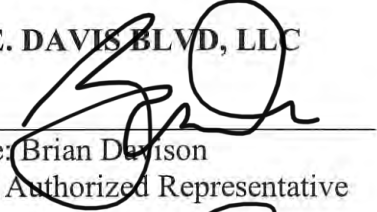
MOSES & SINGER LLP

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EA SIP, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

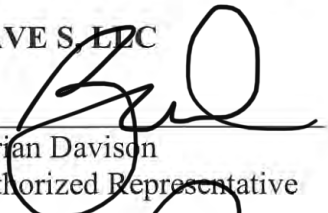
128 E. DAVIS BLVD, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

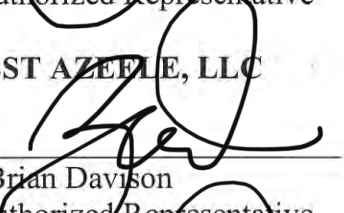
310 78TH AVE, LLC

By: 
Name: Brian Davison
Title: Authorized Representative


551 3D AVE S, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

604 WEST AZELEE, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

2101 W. CYPRESS, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

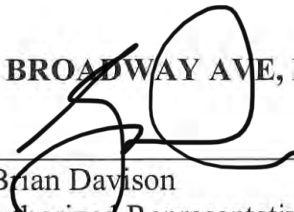
2112 W. KENNEDY BLVD, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

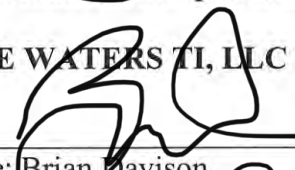
MOSES & SINGER LLP

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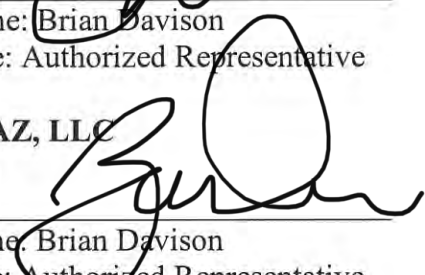
5123 E. BROADWAY AVE, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

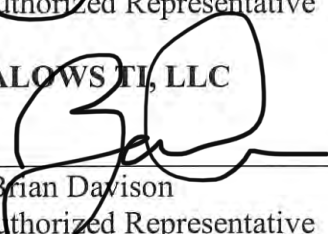
BLUE WATERS TI, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

BNAZ, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

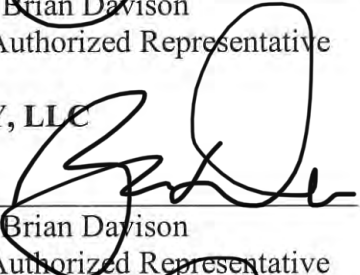
BUNGALOWS TI, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

CAPRI HAVEN, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

EA NY, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

EQUALT 519 3RD AVE S., LLC


By: 
Name: Brian Davison

MOSES & SINGER LLP

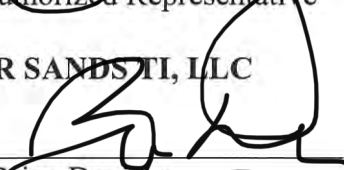
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Title: Authorized Representative


MCDONALD REVOCABLE LIVING TRUST

By: 
Name: Brian Davison
Title: Authorized Representative

SILVER SANDS II, LLC

By: 
Name: Brian Davison
Title: Authorized Representative

TB OLDEST HOUSE EST. 1842, LLC

By: 
Name: Brian Davison
Title: Authorized Representative



TERMS OF ENGAGEMENT

These provisions, which supplement the foregoing letter of engagement, state the terms upon which Moses & Singer LLP (the “Firm”) agrees to provide legal services to you. Any agreement or understanding to modify or depart from the terms of the letter of engagement or to waive any provision thereof, including these Terms of Engagement, must be signed by a member of the Firm. Unless stated expressly in the letter of engagement, we are not serving as your general counsel and our engagement is limited as provided therein and herein.

Expressions of Opinion

We are sometimes asked by a client to express our verbal or written view or opinion as to the possible or likely outcome of the matter on which we are working. The Firm’s view or opinion may be stated only by a member of the Firm or an attorney who is of counsel to the Firm. Statements of view or opinion are not assurances or guarantees and are limited by many factors, including our understanding of the facts, the complexity of the legal issues, and the uncertainty of the state of the law at the time they are expressed. Furthermore, the extent of any factual inquiry and legal research devoted to views or opinions will vary based upon our client’s desires. For example, a written formal legal opinion, which is intended to be relied upon to the extent stated therein, generally represents a substantially greater degree of factual investigation or legal research than a verbal or informal expression of opinion, which may be based only on the lawyer’s professional judgment exercised without factual due diligence or legal research.

Who Will Provide the Services

In addition to our partners, counsel and associates, we employ assistants who are not lawyers but possess training, experience, and skills that enable them to assist our lawyers in discharging their responsibilities. These assistants may include law clerks (typically law students), paralegals, research librarians, investigators, analysts, and other technical (non-legal) specialists. In addition, it is possible that an attorney involved in your matters may be in the process of applying for admission to the New York Bar. This is often the case with recent law school graduates and occasionally may be true of more senior attorneys admitted in other jurisdictions who have recently joined the Firm.

How Fees Will Be Set

The fees we charge for services rendered will be determined primarily by the hourly rates of our lawyers and assistants working on the matter and the time they devote to the matter. However, fees may be adjusted up or down in certain circumstances.

The factors we consider in deciding whether to increase or decrease a fee based upon hourly rates include:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The results obtained;
- The time constraints imposed by our client and other circumstances, such as an emergency closing, the need for injunctive relief from a court, or substantial diversion of our resources from other office business; and
- The likelihood that the engagement will preclude other employment by our Firm.



We keep records of the time we devote to a client's work, including conferences (both in person and over the telephone), negotiations, court appearances, factual and legal research and analysis, and document preparation and revision. We believe that peer discussion and review are important elements of providing high quality services, and our time charges may reflect discussions between lawyers within our Firm concerning the matters on which we have been engaged.

We are sometimes requested to estimate the amount of fees and charges likely to be incurred in connection with a particular matter. Whenever possible we will furnish an estimate based upon our best professional judgment, but unless we expressly agree in writing, an estimate is not a maximum or fixed fee quotation.

Hourly Rates

The hourly rates of our lawyers and assistants are generally reviewed and adjusted at least once annually, usually at the end of the calendar year. In addition, the Firm usually advances associates to the next higher class each year. Thus, for example, the billing rate of a second-year lawyer may be increased to the third-year rate level at year-end, and the billing rate for third-year lawyers may also be adjusted. We reserve the right to modify our billing rates at any time during an engagement.

Other Charges

We also itemize and bill our clients for certain disbursements and other charges. Examples are long distance telephone charges; messenger, courier, and express delivery charges; fax charges; printing, duplicating, and binding charges; secretarial overtime; meals and carfare relating to overtime; filing and recordation fees; deposition and transcript charges; witness fees; travel expenses; computerized legal research and other database charges; and charges of outside experts and consultants, including accountants, appraisers, and other legal counsel. Some of these charges are not actual out-of-pocket expenses and include more than our direct out-of-pocket cost. We reserve the right to adjust our charges at any time. We incur outside charges as agents for our clients, and you agree that these charges on your matter(s) will be timely paid on a regular basis.

Because our ability to render legal services to you is often dependent upon the services of these suppliers, prompt payment of these invoices is particularly important. When we are asked to undertake matters that will involve significant out-of-pocket expenses, we will ask you to provide us, in advance, with funds to cover the anticipated expenses (or ask you to arrange for direct payment of the supplier's charges).

You also agree to pay our fees and expenses incurred in responding to subpoenas or testifying about the matters in which we have represented or are representing you (including a review for privilege or other immunity from disclosure).

Billing Arrangements and Terms of Payment

We will bill you on a regular basis, normally each month, for services rendered and charges incurred, or to replenish any advance fee retainer we have agreed upon. You agree to make prompt payment after you receive our bill. If you have any question about a bill, please contact us immediately. If we receive no comment about a bill within 30 days after receipt, the bill will be deemed to have been accepted by you and constitute an account stated not subject to later objection. Absent written agreement to the contrary, retainer payments are not segregated or held in escrow. All payments to the Firm shall be made in U.S. Dollars. You shall be responsible for grossing-up the amount of payments to the Firm to cover any withholdings or other deductions (e.g., withholdings under any tax law or charges by your bank



for wire transfers to the Firm). If you request us to provide legal services to a related entity and we agree to do so, you agree that you will promptly pay our bill for such services or cause such related entity to promptly pay our bill for such services.

Client Satisfaction

It is our goal to provide satisfactory services to our clients. If you are dissatisfied with any aspect of our services or our billing for those services, it is incumbent on you to communicate your concerns to us promptly, so that we may address them. Initially, you should speak with the attorney responsible for the matter in question, but if that does not provide satisfaction, you should contact the client relationship partner or the co-Managing Partners of the Firm.

Termination and Withdrawal

A client may terminate our representation at any time without cause simply by notifying us. If termination occurs, the client's papers, property, and funds will be returned promptly, subject to payment of all outstanding fees and charges. New York law provides attorneys with a lien for unpaid fees and charges on a client's files and a charging lien on the proceeds of any litigation in which the lawyer has appeared. Thus, our remedies for non-payment of our bills include not only the right to bring an appropriate proceeding against you to recover our unpaid fees and charges, but also the right to retain all your files until our fees and other charges are fully paid as well as the right to be paid out of the proceeds of any judgment or settlement in your favor in the matter(s) in which we were retained as your attorneys. A client's termination of our services will not affect the client's responsibility to pay all fees and other charges incurred before termination and in connection with an orderly transition of the matter. In the case of termination of a litigation matter, the Court's permission may be required before we are permitted to withdraw as counsel; in that event, we shall also be entitled to payment of our fees and other charges for the period from the date of termination until such time (if any) as the Court grants us permission to withdraw as counsel.

We also have the reciprocal right, with or without cause, to withdraw from any representation, subject to our obligation when required by ethical rules to give a client reasonable notice so that it can arrange for alternative legal representation. In addition, we are subject to the New York Rules of Professional Conduct (the "Rules") as from time to time in effect, which requires or allows us to withdraw from representing a client in several circumstances, including:

- Where our continued representation of the client will result in a violation of the Rules;
- Where our client insists on pursuing an objective that we consider repugnant or imprudent;
- Where our client fails substantially to fulfill an obligation to us regarding our services (such as failing to promptly pay our bills); and
- Where our continued representation of the client will result in an unreasonable financial burden on us or has been rendered unreasonably difficult by the client.

It is also our policy that the attorney-client relationship will terminate upon our completion of the services that you have retained us to perform. We hope, of course, that you will choose to retain our Firm to perform further or additional services. Should you do so, our attorney-client relationship will be re-established subject to these terms of engagement, as they may be supplemented at that time.



Protection of Data and Communications

During the course of our engagement, we may exchange data and communicate by various means, including by physical delivery of documents, telephonically (whether landline, cellular, voice over internet protocol (VOIP) or otherwise), or other electronic means. We take steps to safeguard data, whether in paper, electronic or other forms. However, as you know, there are risks associated with each mode of data creation, transmission and storage, such as unauthorized access to or disclosure (inadvertent or otherwise) of, and the transmission of malicious code with, such data. Please inform us immediately if you believe there has been such unauthorized access or disclosure, or that malicious code may have entered your system or ours via electronic transmission from our Firm to you or vice versa. Through cooperative efforts we can attempt to minimize any resulting disruption.

Regular mail, overnight delivery services, messengers, faxes, emails and other communications may, on occasion, be delayed or not delivered, including by firewalls, spam filters, systems failures or other causes. If you have an urgent matter and we do not respond to your communication promptly, please reach out to us in another manner, such as by telephone.

Communications may also be subject to interception or alteration while in transit. If there is any form of communication (such as email) that you do not wish us to use or if there is any particular form of communication that you prefer we use (such as encrypted email), please advise us promptly in writing so that we can work with you on mutually acceptable procedures. If no written agreement is reached, we will assume that you consent to our use of available forms of communication.

File Retention

After the close of a matter, all files begin a retention period, after which we reserve the right to destroy those files, after providing the client with notice (to the client's last known address appearing in our records) and sufficient opportunity to take possession of the files.

Client's Insurance and Tax Matters

It is the client's responsibility to notify the client's liability or other insurance carrier(s) of any and all claims and causes of action made against the client or any other circumstances (such as personal injury or property damage) that may provide the basis for a claim by the client. The client acknowledges this responsibility and agrees to hold the Firm harmless from any loss of insurance or any failure to tender to or notify or pursue the client's carrier(s).

Unless the Firm otherwise agrees in writing, the scope of our engagement shall not include any advice as to insurance issues or as to the tax consequences of any transaction, tax planning or other tax matters.

Arbitration

Under Part 137 of the Rules of the Chief Administrator of the Courts, you may be entitled to participate in the New York State Fee Dispute Resolution Program, which provides for the formal and expeditious resolution of fee disputes between attorneys and clients through arbitration and mediation. The Program is limited to disputes over legal fees and does not apply to amounts in dispute involving a sum of less than \$1,000 or more than \$50,000. If you and the Firm cannot agree as to attorney's fees between \$1,000 and \$50,000, then we shall forward to you a "Notice of Client's Right to Arbitrate", a request for arbitration form, and a copy of the written instructions and procedures for the arbitral body having jurisdiction over the fee dispute. You will then have the option to arbitrate the disputed fees by



filing the request for arbitration form with the appropriate arbitral body within 30 days. However, if you do not file a written request for arbitration within 30 days of your receipt of such Notice, you will have waived your right to arbitrate the fee dispute under the Program. Any resulting arbitration award will become final and binding unless one of us commences an action on the merits of the fee dispute in a court of competent jurisdiction within 30 days after the mailing of the arbitration award.

Except for any fee disputes subject to the New York State Fee Dispute Resolution Program, any other controversy, claim or dispute arising out of or relating to our engagement, our representation of clients, the services rendered, or fees and expenses charged or any other aspect of our attorney-client relationship (whether sounding in tort, contract or statutory law and whether legal or equitable), shall be resolved exclusively by binding arbitration in New York, New York in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction.

Please note that by agreeing to arbitration: you waive your right to a trial by jury or trial before a judge with respect to any controversy, claim or dispute subject to the arbitration clause; you become subject to arbitration rules that differ in significant respects from court rules (including as to timing, discovery, and potential costs and damages); and you may be liable for certain fees, costs and expenses in connection with the arbitration as provided in the rules of the American Arbitration Association or determined by the arbitrator.

Late Payment

Any amounts not paid to us within 30 days after the date our bill is rendered shall bear interest from such 30th day until payment in full at the rate prescribed by the State of New York in C.P.L.R. § 5004 or any successor provision or statute.

New York Law and Jurisdiction

Our engagement and all aspects of our relationship shall be governed by the internal laws of the State of New York. You submit to the nonexclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the City and State of New York in any action or proceeding relating to the arbitration of issues arising out of or relating to this engagement. You waive any objections to venue or the defense of an inconvenient forum in any such action or proceeding in any such court. A final judgment in any such action or proceeding in such Manhattan court shall be conclusive and may be enforced in other jurisdictions. You agree that service of process may be made upon you by hand or delivery service or by certified or registered mail.

* * *



PRIVACY NOTICE

The purpose of this Privacy Notice (this “Notice”) is to explain how Moses & Singer LLP (“we,” “us” or “our”) collects, uses, and discloses personal information we collect when individuals engage with us or use our services (the “Services”) and the personal information we receive about individuals as a result of providing the Services to third parties. This Notice also explains your rights related to our processing of your personal information.

For information regarding how we use personal information obtained through our website, please refer to our Online Privacy Notice, available at <https://www.mosessinger.com/info/privacy-policy>.

WHAT INFORMATION WE COLLECT

We may collect personal information in the course of our business, when you contact us or request information from us, when you engage our Services, or as a result of your relationship with our staff and clients. We may collect the following categories of personal information: (i) contact details including name, physical address, phone number, and e-mail address; (ii) payment information (including bank accounts and wire details), billing instructions, and other relevant financial information; (iii) areas or topics that are of interest to you; and (iv) information that you provide to us as part of our provision of Services to you, which will differ depending on the nature of your engagement with us. We may collect personal data from different sources, including sources that are publicly available, such as the internet and social media sites, from third parties engaged by us to provide Services for us or our clients, from third parties with whom we partner to sponsor or co-sponsor events, and from counterparties, adversaries or their respective counsel or other agents.

PURPOSE AND LEGAL BASIS FOR USE OF YOUR PERSONAL INFORMATION

We process your personal information as necessary to enable us to perform and deliver Services, including providing legal advice for which you have engaged us. Under certain circumstances, we must process your personal information in order to perform a contract to which you are a party. We may use your information for marketing and promotional purposes, such as sending you alerts on topics you have identified as being of interest to you. You can unsubscribe from these marketing communications at any time by using the unsubscribe feature at the bottom of each marketing e-mail or by contacting us at PrivacyAdministrator@mosessinger.com. We may also process your personal information as necessary to conduct our business, such as to perform conflict checks and to maintain accurate records. In addition, we will use your personal information as necessary to bill you for our Services, to collect payment, and/or to otherwise establish, defend or enforce our legal rights.

In all cases, we have a legitimate interest in using your personal information as necessary to provide you with Services, to comply with our professional and ethical duties as attorneys, to provide you with newsletters, articles, alerts, announcements, event invitations, marketing materials, news about our firm and additional Services we offer, and other information that we believe may be of interest to you, to enforce or defend our rights, and to otherwise comply with applicable law.

HOW WE SHARE YOUR PERSONAL INFORMATION

We may share your personal information with third parties to whom we outsource certain services, such as IT systems or software providers, confidential waste disposal providers, and document and information storage providers. We may also share your personal information with third parties as necessary in the fulfillment of our Services, such as opposing counsel, courts, arbitrators, court reporters, clerks, government regulators, or investigators. In certain instances, we may need to transfer personal information to countries that do not have similar protections in place regarding your personal information and its uses as set out in this Notice. In such instances, we will take reasonable steps so that your personal information is treated securely and in accordance with this Notice.



ADDITIONAL INFORMATION; CONTACT US

If at any point, you believe the personal information we have about you is incorrect, you may request to see the information and to have it corrected. We retain your personal information for so long as we have a legal basis to do so. You may also request that your personal information be deleted. If you wish to object to or raise a complaint on how we have handled your personal information, or if you would like to have your personal information transferred, or if you have any other questions about our privacy practices, you may contact us at PrivacyAdministrator@mosessinger.com. If you are not satisfied with our response or believe that our processing of your personal information is not in accordance with law, you may register a complaint with the authority in your jurisdiction.

Moses & Singer LLP controls the personal information collected as described in this Notice. Please direct any questions concerning our privacy practices to PrivacyAdministrator@mosessinger.com.

The Firm may update this Privacy Notice from time to time. Changes to this Privacy Notice will be reflected on <https://www.mosessinger.com/info/privacy-policy>, which will always contain the Firm's then-current Privacy Notice. Changes to the Privacy Notice may also be set forth by other methods, as we deem appropriate and/or as may be required by applicable law.

FOR CALIFORNIA RESIDENTS ONLY

This section of our Privacy Notice applies solely to residents of the State of California who engage with us and/or who use our Services. The California Consumer Privacy Act (CCPA) provides California residents with specific rights regarding their personal information. This section of the Privacy Notice describes those CCPA rights and explains how to exercise those rights.

The categories of personal information that we collect from you can be found in the **“What Information We Collect”** section above.

The business or commercial purposes for which we use the categories of personal information we collect can be found in the **“Purpose and Legal Basis for Use of Your Personal Information”** and **“How We Share Your Personal Information”** sections above.

Your Rights under CCPA

i. Right to Know

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months (“Right to Know”). You have the Right to Know (i) the categories of personal information we collected about you; (ii) the categories of sources for the personal information we collected about you; (iii) our business or commercial purpose for collecting that personal information; (iv) the categories of third parties with whom we share that personal information; and (v) the specific pieces of personal information we collected about you.

ii. Right to Delete

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions (“Right to Delete”). Once we receive and confirm your verifiable request, we will delete your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us to: (i) complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you; (ii) detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities; (iii) debug products to identify and repair errors that impair existing intended functionality; (iv) exercise free speech, ensure the right of another party to exercise their free speech rights, or exercise another right provided for



by law; (v) enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us; (vi) comply with a legal obligation; or (vii) make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Your Rights

To exercise your Right to Know or Right to Delete, please submit a verifiable request to us by either calling us at 1-866-467-8688 (1-866-IOPTOUT); or by sending an email to CCPArequests@mosessinger.com.

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf may make a verifiable request related to your personal information. The verifiable request must: (i) provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and (ii) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We may need to contact you to request additional information in order to verify you are the person about whom we collected personal information or that you are an authorized representative. We will not use any information provided as part of a request, including any contact information you provide or that we request in order to respond to or verify a request, for any purpose other than to respond to or verify your request.

We will make an effort to respond to your verifiable request within 45 days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing either by mail or electronically, at your option. Any disclosures we provide will only cover the 12-month period before our receipt of the verifiable request. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights by (i) denying you goods or services; (ii) charging you a different price or rates for goods or services; or (iii) providing you a different level of quality of goods or service.

For additional information regarding your rights under the CCPA, or how to exercise them, you may contact us at CCPArequests@mosessinger.com.

This Privacy Notice, as updated from time to time, covers all ongoing engagements between you and the Firm.

* * *

Wire Transfer Instructions for Payment to Moses & Singer LLP

Bank Name: Capital One, National Association

Bank Address: 299 Park Avenue, 23rd Floor
New York, NY 10171

Bank Contact: Reyes Martinez
(646) 231-9706

Bank ABA Number: 021407912

Bank SWIFT Code: HIBKUS44 (for international wire transfers)

Our Account Name: Moses & Singer LLP

Our Address: The Chrysler Building
405 Lexington Avenue
New York, NY 10174

Our Account Number: 7527681302

Our Contact: Hilda E. Andino
Fax: (917) 206-4387
Telephone: (212) 554-7550

Reference: Brian Davison / EquiAlt LLC

EXHIBIT B

MOSES & SINGER LLP

The Chrysler Building
405 Lexington Avenue, NY, NY 10174-1299
Tel: 212.554.7800 Fax: 212.554.7700
www.mosessinger.com

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

November 5, 2020

VIA EMAIL (briandavison@ymail.com)

Brian Davison
128 Biscayne Ave
Tampa, FL 33606

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

Dear Brian:

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

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

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

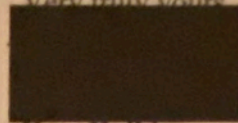
Please sign below to confirm your acknowledgement of the balance owed to us and your willingness to negotiate safe-keeping for your watches and security interests to become effective on SEC settlement. We can then begin to work on documentation implementing this, and, hopefully,

MOSES & SINGER LLP

Brian Davison
November 5, 2020
Page 2

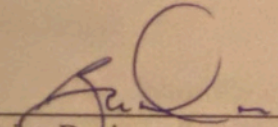
also reach a successful settlement with the SEC. We have worked hard to represent you effectively, and appreciate the confidence you have placed in us.

Very truly yours



Kent Kolbig

CONFIRMED AND AGREED TO:



Brian Davison
Date: November 5th, 2020

EXHIBIT C



--FILE COPY--

No. 4556686013
CASHIER'S CHECK
DATE: 9/18/2020
Operator: u323167

REMITTER:
NATIONAL ACCOUNT SERVICES
1234 Street
Suite 568
Houston, TX 77000
TO:
TRENAM LAW
200 CENTRAL AVE, SUITE 1600
ST PETERSBURG, FL 33701

BANK #: 021
Customer: BRIAN DAVISON
Account #: *****8545

AMOUNT \$ 75,000.00

REF ID: 820CV00325T35AEP

20-1342



No. 4556686013
CASHIER'S CHECK
DATE: 9/18/2020
Operator: u323167

REMITTER:
NATIONAL ACCOUNT SERVICES
1234 Street
Suite 568
Houston, TX 77000
TO:
TRENAM LAW
200 CENTRAL AVE, SUITE 1600
ST PETERSBURG, FL 33701

BANK #: 021
Customer: BRIAN DAVISON
Account #: *****8545

AMOUNT \$ 75,000.00

REF ID: 820CV00325T35AEP



Q201573

CHASE CASHIER'S CHECK

91-2/1221
No. 4556686013

JPMorgan Chase Bank, N.A.
Phoenix, AZ

Pay Exactly **AMOUNT \$75,000.00**

Seventy Five Thousand Dollars and Zero Cents

Date **9/18/2020**
Void after two years

VOID if over \$75,000.00

PAY TO THE ORDER OF **TRENAM LAW
200 CENTRAL AVE, SUITE 1600
ST PETERSBURG, FL 33701**

REF ID: 820CV00325T35AEP

[Signature]

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