

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

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

Case No: 8:20-cv-325-T-35MRM

v.

BRIAN DAVISON, *et al.*,

Defendants, and

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

Relief Defendants.

_____ /

**NOTICE OF FILING DECLARATIONS
BY FOX ROTHSCHILD LLP, DLA PIPER LLP (US),
AND PAUL WASSGREN**

Non-Parties Fox Rothschild LLP (“Fox”), DLA Piper LLP (US) (“DLA”), and Paul Wassgren (“Wassgren”) hereby file their declarations pursuant to the Court’s instructions at the May 3, 2023 Final Settlement Hearing and the Court’s May 10, 2023 Order. *See Exhibit A*, Declaration of Thomas Paradise, on behalf of Fox Rothschild LLP, dated May 5, 2023; *Exhibit B*, Declaration of Charles Deem, on behalf of DLA Piper LLP (US), dated May 4, 2023; *Exhibit C*, Declaration of Paul R. Wassgren, dated May 5, 2023.

As requested by the Court at the Final Approval Hearing on May 3, 2023, Fox, DLA, and Wassgren have executed declarations confirming that the Bar Order is essential to the Settlement Agreement and that they will not waive the requirement that the Receiver and Investor Plaintiffs obtain the Bar Order as a condition of settlement. These declarations, executed on May 4 and 5, 2023, were provided to the Receiver and Investor Plaintiffs on May 5 for submission to the Court along with a revised proposed Final Approval Order. We understand that the Receiver and Investor Plaintiffs have finalized the revised proposed Final Approval Order and that they will be submitting it to the Court shortly.

Dated: May 10, 2023

Respectfully submitted,

/s/ Simon Gaugush

Simon A. Gaugush

Florida Bar No. 440050

D. Matthew Allen

Florida Bar No. 866326

Erin J. Hoyle

Florida Bar No. 117762

CARLTON FIELDS, P.A.

P.O. Box 3239

Tampa, FL 33601-3239

Telephone: (813) 223.7000

Facsimile: (813) 229.4133

sgaugush@carltonfields.com

mallen@carltonfields.com

ehoyle@carltonfields.com

Counsel for Paul Wassgren

/s/ William J. Schifino, Jr.

William J. Schifino, Jr.
Florida Bar No.: 564338
David R. Atkinson
Florida Bar No.: 767239
Lauren V. Purdy
Florida Bar No. 93943
Justin P. Bennett
Florida Bar No. 112833
wschifino@gunster.com
datkinson@gunster.com
lpurdy@gunster.com
jbennett@gunster.com
kkovach@gunster.com
mmargolese@gunster.com
awinsor@gunster.com
eservice@gunster.com
Gunster, Yoakley & Stewart, P. A.
401 East Jackson Street, Suite 2500
Tampa, Florida 33602
(813) 228-9080; Fax: (813) 228-6739

Counsel for Fox Rothschild LLP

/s/ Vidya Mirmira

A. Lee Bentley, III
Florida Bar No. 1002269
Giovanni P. Giarratana
Florida Bar No. 125848
Bradley Arant Boult Cummings LLP
100 N. Tampa Street, Suite 2200
Tampa, Florida 33602
Telephone: (813) 559-5500
Facsimile: (813) 229-5946
lbentley@bradley.com
dmills@bradley.com
ggiarratana@bradley.com

John Villa (*pro hac vice*)
David Blatt (*pro hac vice*)
Vidya Mirmira (*pro hac vice*)
WILLIAMS & CONNOLLY LLP
725 Twelfth St., NW
Washington, DC 20005
Telephone: (202) 434-5000
Facsimile: (202) 434-5029
jvilla@wc.com
dblatt@wc.com
vmirmira@wc.com

Counsel for DLA Piper LLP (US)

CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2023, I electronically filed the foregoing with the Clerk of Court by using the Court's CM/ECF system, thereby serving this document on all attorneys of record in this case.

/s/ Simon Gaugush

Simon Gaugush

Exhibit A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Case No.: 8:20-cv-00325-T-35MRM

Plaintiff

v.

BRIAN DAVISON, et al.,

Defendants.

DECLARATION OF THOMAS D. PARADISE

I, Thomas D. Paradise, hereby declare as follows:

1. I am Deputy General Counsel¹ and an authorized representative of Fox Rothschild LLP (“Fox”) with personal knowledge of the facts set forth herein that are true and correct to the best of my knowledge.

2. Fox is named as a defendant in an action captioned *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et. al. v. Paul R. Wassgren, et. al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles (the “Receiver Action”). Burton W. Wiand, the Court-appointed receiver in the above-captioned action (the “Receiver”) is the Plaintiff in the Receiver Action.

¹ I was formerly General Counsel of Fox Rothschild LLP. I assumed the role of Deputy General Counsel of Fox Rothschild LLP effective April 1, 2023.

3. Fox is also named as a defendant in an action captioned *Richard Gleinn and Phyllis Gleinn, et. al. v. Paul Wassgren, et. al.*, Case No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the “Investor Action”). Numerous investors are named as Plaintiffs (the “Investor Plaintiffs”) in the Investor Action.

4. After months of negotiations conducted during and in furtherance of a mediation, Fox, DLA Piper LLP (US) (“DLA”), Paul Wassgren (“Wassgren”), the Receiver and the Investor Plaintiffs agreed to settle the Receiver Action and the Investor Action and entered into a settlement agreement dated March 23, 2022 (the “Settlement Agreement”) which is currently pending before this Court for final approval.²

5. I was involved and participated as a duly appointed representative of Fox in the negotiations that culminated in the Settlement Agreement. As such, I am personally familiar with the terms of the Settlement Agreement and the requirements, conditions, and terms therein that led Fox to enter into the Settlement Agreement.

6. I respectfully submit this declaration in support of the joint motion of the Receiver and the Investor Plaintiffs for final approval of the Settlement Agreement and entry of the Bar Order required under the terms of the Settlement Agreement.

² Capitalized terms that are not otherwise defined in this declaration have the same meanings as those terms are defined in the Settlement Agreement.

A. The Bar Order is an Essential Term of the Settlement Agreement for Fox

7. The Settlement Agreement, if approved by the Court, will resolve both the Receiver Action and the Investor Action in consideration for a payment by Fox and DLA of a total of \$44 million (\$22 million each) to be administered and disbursed by the Receiver.

8. The Bar Order is an essential term of the Settlement Agreement. Fox would not have entered into the Settlement Agreement without the promise of the Bar Order. In fact, the entry of the Bar Order was of such essential importance to Fox's decision to enter into the Settlement Agreement that the parties attached a draft of the Bar Order to the Settlement Agreement as Exhibit 8. As an essential and mandatory component to Fox's willingness to enter into the Settlement Agreement, Fox required entry of a Bar Order by the Court precluding the commencement or continuation of the Barred Claims against Fox and Wassgren by numerous Barred Persons, including: (a) the EquiAlt Defendants; (b) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (c) investors who purchased any EquiAlt Securities; (d) persons and entities who offered for sale or sold any EquiAlt Securities; (e) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (f) the Receiver; and (g) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever.

9. Accordingly, the Settlement Agreement and Fox's agreement to pay its \$22 million portion of the \$44 million total settlement amount to resolve the Receiver Action and the Investor Action are expressly conditioned upon the Court's entry of the Final Approval Order incorporating the Bar Order. If the Court does not enter the Final Approval Order incorporating the Bar Order, Fox will not exercise its option, under Section II.B.4 of the Settlement Agreement to waive the condition in the Settlement Agreement that requires entry of the Bar Order, and the Settlement Agreement will become null and void.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed this 5th day of May, 2023.



THOMAS D. PARADISE

ACTIVE:16960108.1

Exhibit B

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

SECURITIES AND EXCHANGE
COMMISSION,

Case No.: 8:20-cv-00325-T-35MRM

Plaintiff

v.

BRIAN DAVISON, et al.,

Defendants.

DECLARATION OF CHARLES DEEM

I, Charles Deem, hereby declare as follows:

1. I am Assistant General Counsel and an authorized representative of DLA Piper LLP (US) (“DLA”) with personal knowledge of the facts set forth herein that are true and correct to the best of my knowledge.
2. DLA is named as a defendant in an action captioned *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et. al. v. Paul R. Wassgren, et. al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles (the “Receiver Action”). Burton W. Wiand, the Court-appointed receiver in the above-captioned action (the “Receiver”) is the Plaintiff in the Receiver Action.
3. DLA is also named as a defendant in an action captioned *Richard Glenn and Phyllis Glenn, et. al. v. Paul Wassgren, et. al.*, Case No. 8:20-cv-01677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the

“Investor Action”). Numerous investors are named as Plaintiffs (the “Investor Plaintiffs”) in the Investor Action.

4. After months of negotiations conducted during and in furtherance of a mediation, Fox Rothschild LLP (“Fox”), DLA, Paul Wassgren (“Wassgren”), the Receiver and the Investor Plaintiffs agreed to settle the Receiver Action and the Investor Action and entered into a settlement agreement dated March 23, 2022 (the “Settlement Agreement”) which is currently pending before this Court for final approval.¹

5. I was involved and participated as a duly appointed representative of DLA in the negotiations that culminated in the Settlement Agreement. As such, I am personally familiar with the terms of the Settlement Agreement and the requirements, conditions, and terms therein that led DLA to enter into the Settlement Agreement.

6. I respectfully submit this declaration in support of the joint motion of the Receiver and the Investor Plaintiffs for final approval of the Settlement Agreement and entry of the Bar Order required under the terms of the Settlement Agreement.

A. The Bar Order is an Essential Term of the Settlement Agreement for DLA

7. The Settlement Agreement, if approved by the Court, will resolve both the Receiver Action and the Investor Action in consideration for a payment by Fox and DLA of a total of \$44 million (\$22 million each) to be administered and disbursed by the Receiver.

¹ Capitalized terms that are not otherwise defined in this declaration have the same meanings as those terms are defined in the Settlement Agreement.

8. The Bar Order is an essential term of the Settlement Agreement. DLA would not have entered into the Settlement Agreement without the promise of the Bar Order. In fact, the entry of the Bar Order was of such essential importance to DLA's decision to enter into the Settlement Agreement that the parties attached a draft of the Bar Order to the Settlement Agreement as Exhibit 8. As an essential and mandatory component to DLA's willingness to enter into the Settlement Agreement, DLA required entry of a Bar Order by the Court precluding the commencement or continuation of the Barred Claims against DLA and Wassgren by numerous Barred Persons, including: (a) the EquiAlt Defendants; (b) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (c) investors who purchased any EquiAlt Securities; (d) persons and entities who offered for sale or sold any EquiAlt Securities; (e) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (f) the Receiver; and (g) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever.

9. Accordingly, the Settlement Agreement and DLA's agreement to pay its \$22 million portion of the \$44 million total settlement amount to resolve the Receiver Action and the Investor Action are expressly conditioned upon the Court's entry of the Final Approval Order incorporating the Bar Order. If the Court does not enter the Final Approval Order incorporating the Bar Order, DLA will not exercise its option,

under Section II.B.4 of the Settlement Agreement to waive the condition in the Settlement Agreement that requires entry of the Bar Order, and the Settlement Agreement will become null and void.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed this 4th day of May, 2023.



CHARLES DEEM

Exhibit C

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

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

Plaintiff

v.

BRIAN DAVISON, et al.,

Defendants.

DECLARATION OF PAUL R. WASSGREN

I, Paul R. Wassgren, hereby declare as follows:

1. I am an attorney licensed to practice law in the states of Nevada and California. I have personal knowledge of the facts set forth herein that are true and correct to the best of my knowledge.
2. I am named as a defendant in an action captioned *Burton W. Wiand, as Receiver on behalf of EquiAlt Fund, LLC, et. al. v. Paul R. Wassgren, et. al.*, Case No. 20STCV49670, pending in the Superior Court of California, County of Los Angeles (the “Receiver Action”). Burton W. Wiand, the Court-appointed receiver in the above-captioned action (the “Receiver”) is the Plaintiff in the Receiver Action.
3. I am also named as a defendant in an action captioned *Richard Gleinn and Phyllis Gleinn, et. al. v. Paul Wassgren, et. al.*, Case No. 8:20-cv-1677-MSS-CPT, pending in the United States District Court for the Middle District of Florida (the “Investor

Action”). Numerous investors are named as Plaintiffs (the “Investor Plaintiffs”) in the Investor Action.

4. After months of negotiations conducted during and in furtherance of a mediation, Fox Rothschild LLP (“Fox”), DLA Piper LLP (US) (“DLA”), the Receiver, the Investor Plaintiffs, and I agreed to settle the Receiver Action and the Investor Action and entered into a settlement agreement dated March 23, 2022 (the “Settlement Agreement”) which is currently pending before this Court for final approval.¹

5. I was involved and participated in the negotiations that culminated in the Settlement Agreement. As such, I am personally familiar with the terms of the Settlement Agreement and the requirements, conditions, and terms therein that led me to enter into the Settlement Agreement.

6. I respectfully submit this declaration in support of the joint motion of the Receiver and the Investor Plaintiffs for final approval of the Settlement Agreement and entry of the Bar Order required under the terms of the Settlement Agreement.

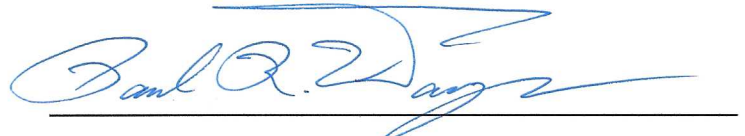
7. The Settlement Agreement, if approved by the Court, will resolve both the Receiver Action and the Investor Action in consideration for a payment by Fox and DLA of a total of \$44 million (\$22 million each) to be administered and disbursed by the Receiver.

¹ Capitalized terms that are not otherwise defined in this declaration have the same meanings as those terms are defined in the Settlement Agreement.

8. The Bar Order is an essential term of the Settlement Agreement, it is integral to settlement of the Receiver Action and Investor Action, and it played a critical role in my decision to enter into the Settlement Agreement. The Bar Order was such a key term of the Settlement Agreement that the parties attached a draft of the Bar Order to the Settlement Agreement as Exhibit 8. As an essential and mandatory component to my willingness to enter into the Settlement Agreement, I required entry of a Bar Order by the Court precluding the commencement or continuation of any actions against me, Fox, and DLA by numerous Barred Persons, including: (a) the EquiAlt Defendants; (b) owners, officers, directors, members, managers, partners, agents, representatives, employees, and independent contractors of the EquiAlt Defendants; (c) investors who purchased any EquiAlt Securities; (d) persons and entities who offered for sale or sold any EquiAlt Securities; (e) persons or entities who found prospective investors for or referred prospective investors to EquiAlt Securities, the EquiAlt Defendants, or BR Services; (f) the Receiver; and (g) any person or entity claiming by, through, or on behalf of the foregoing persons or entities, whether individually, directly, indirectly, through a third party, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever.

9. The Settlement Agreement and the payment of the \$44 million total settlement amount required to resolve the Receiver Action and the Investor Action are expressly conditioned upon the Court's entry of the Final Approval Order incorporating the Bar Order.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this declaration was executed this 5th day of May, 2023.



PAUL R. WASSGREN