

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

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

-v-

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

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

**ASHLE PATTERSON'S AGREED MOTION TO LIFT STAY OF STATE
COURT ACTION**

COME NOW the Movant, ASHLE PATTERSON, by and through the undersigned counsel, and hereby files her Agreed Motion to Lift Stay of State Court Action and incorporated memorandum of law as follows:

INTRODUCTION

1. Movant Ashle Patterson was injured on the property of Defendant EQUIALT FUND, LLC on June 26, 2021. A lawsuit (Case No. 22-CA- was filed against the Defendant in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida on June 3, 2022 and amended on July 13, 2023. The Defendant filed an Answer to the Amended Complaint on July 24, 2023. A copy of the Amended Complaint and Answer are attached hereto as Exhibit "A."

2. Defendant filed a Motion to Stay the action in state court based on Paragraph 17 of the Order of Appointment entered in the instant case. The Motion was heard on July 28, 2023 and granted by the state court judge on August 8, 2023. A copy of the Motion and Order are attached hereto as Exhibit “B.”

3. Prior to the hearing on July 28, 2023, undersigned counsel spoke with counsel of record for the Defendant. Defendant’s counsel stated that they would agree to a lifting of the stay upon the filing of a motion by the Movant Ashle Patterson. Defendant’s counsel confirmed that this was their position during the hearing on their motion as well.

4. In accordance with the agreement with counsel for the Defendant, Movant Ashle Patterson hereby requests that this honorable Court enter an Order lifting the stay applicable to the state court case of Ashle Patterson v. EQUIALT FUND, LLC, Case No. 22-CA-004695, (Fla. 13th Judicial Circuit) and allow the state court case to proceed.

5. As noted previously, Movant has previously conferred with counsel for the Defendant, who has indicated that they are agreeable and have no objection to the relief requested.

Dated: October 25, 2023

/s/ Westley F. Lockwood
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wlockwood@forthepeople.com
Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been electronically filed with the Clerk of the Court and furnished to all counsel of record by using the CM/ECF system on this 20th day of October, 2023.

/s/ Westley F. Lockwood
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Attorney for Plaintiff

IN THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

ASHLE PATTERSON,

Plaintiff,

vs.

**EQUIALT FUND LLC
and JOHN DOE, PROPERTY MANAGER,**

CASE NO: 22-CA-004695

Defendants.

AMENDED COMPLAINT

COMES NOW the Plaintiff, ASHLE PATTERSON, by and through their undersigned attorney, and sue Defendants, EQUIALT FUND LLC (hereinafter, EQUIALT FUND), a foreign corporation, and Defendant JOHN DOE, as manager of EQUIALT FUND's property, and alleges:

1. This is an action for damages that exceeds the sum of THIRTY THOUSAND DOLLARS (\$30,000.00), exclusive of costs, interest and attorneys' fees (The estimated value of Plaintiff's claim is in excess of the minimum jurisdictional threshold required by this Court). Accordingly, Plaintiff has entered "\$30,001" in the civil cover sheet for the "estimated amount of the claim" as required in the preamble to the civil cover sheet for jurisdictional purposes only (the Florida Supreme Court has ordered that the estimated "amount of claim" be set forth in the civil cover sheet for data collection and clerical purposes only). The actual value of Plaintiff's claim will be determined by a fair and just jury in accordance with Article 1, Section 21, Fla. Const.

2. At all times material hereto, Plaintiff, ASHLE PATTERSON was a resident of Hillsborough County, Florida.

3. At all times material hereto, the Defendant, EQUIALT FUND, was authorized and doing business in Hillsborough County, Florida.

4. At all times material hereto, the Defendant, JOHN DOE, was a resident of Hillsborough County, Florida.

5. At all times material hereto, Defendant, EQUIALT FUND, owned, operated and maintained a dwelling located at 5312 E 20th Ave, Hillsborough County, Tampa, Florida, which was rented as a dwelling for profit.

COUNT I – NEGLIGENCE

6. Plaintiff, ASHLE PATTERSON, reiterates and realleges all the foregoing allegations Numbers 1-5 as contained herein and further alleges:

7. Plaintiff adopts and re-alleges paragraphs one (1) through five (5) above as if fully set forth herein.

8. On June 26, 2021, the Plaintiff, ASHLE PATTERSON went to the property owned by EQUIALT FUND at the above address as an invited guest.

9. On the date and at the place aforesaid, the Defendant, EQUIALT FUND, owed the Plaintiff, ASHLE PATTERSON, an invited guest upon the premises, the duty to exercise reasonable care for the safety of Plaintiff, ASHLE PATTERSON.

10. On the date of the incident, EQUIALT FUND, by and through its employees, servants, and/or agents could reasonably anticipate that its mode of operation for ensuring that, when maintaining the property, the trees and other objects on the property were properly cared for, secured, and did not pose an immediate threat to the safety of residents and/or visitors was not reasonable.

11. On the date and at the place aforesaid, the Defendant, EQUIALT FUND, breached the duty owed to the Plaintiff, ASHLE PATTERSON, by committing one or more of the following omissions or commissions:

a. Negligently failed to maintain or adequately maintain the premises by failing to perform maintenance or removal of a dangerous overhanging tree branch on the property, for the safety of the Plaintiff, ASHLE PATTERSON, as she visited the property as an invited guest.

b. Negligently failed to inspect or adequately inspect the yard for potential hazards, including dangerous overhanging tree branches, for the safety of the Plaintiff, ASHLE PATTERSON;

c. Negligently failed to warn or adequately warn the Plaintiff, ASHLE PATTERSON, of the danger of falling branches due to improper inspection and maintenance of said hazards when the Defendant, EQUIALT FUND, knew or should have known of said danger and that the Plaintiff, ASHLE PATTERSON, was unaware of said danger; and

d. Negligently failed to correct, or adequately correct the dangerous condition of the dangerous overhanging tree branch when said dangerous condition was known to the Defendant, EQUIALT FUND, or had existed for a sufficient length of time so that the Defendant should have known of it.

12. As a direct and proximate cause of the negligence of the Defendant, EQUIALT FUND, as heretofore alleged, the Plaintiff, ASHLE PATTERSON, sustained injuries and damages as a result of an improperly maintained dangerous overhanging tree branch fell and hit the Plaintiff ASHLE PATTERSON's car while she was inside it.

11. As a direct and proximate result of the negligence of the Defendant, EQUIALT FUND, as heretofore alleged, the Plaintiff, ASHLE PATTERSON, suffered bodily injuries, incurred medical expenses for the treatment of said injuries, property damage, lost wages, pain and suffering, disability or physical impairment, disfigurement, mental anguish, inconvenience, and loss of capacity for the enjoyment of life. The injuries are permanent and continuing in nature and Plaintiff will suffer the losses and impairment in the future.

WHEREFORE, Plaintiff, ASHLE PATTERSON demands judgment against the Defendant, EQUIALT FUND, in an amount in excess of Thirty Thousand (\$30,000) Dollars, and requests a trial by jury of all issues triable as of right by a jury.

DATED this 14 day of July, 2023.

/s/ Westley F. Lockwood
WESTLEY F. LOCKWOOD, Esquire
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Attorney for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email this 13th day of July, 2023 to: Kristi Neher Davisson, Esq. Resnick & Louis, P.C. at kdavisson@rlattorneys.com, vhuff@rlattorneys.com, trodriguez@rlattorneys.com, Resnick & Louis, P.C., 777 Harbour Island Blvd., Suite 320, Tampa, FL 33602 Attorneys for Defendant.

/s Westley F. Lockwood
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Attorney for Plaintiff(s)

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

ASHLE PATTERSON,

Plaintiff,

CASE NO.: 22-CA-004695

EQUIALT FUND LLC and
JOHN DOE, PROPERTY MANAGER,

Defendants.

_____ /

EQUIALT FUND LLC'S ANSWER AND AFFIRMATIVE DEFENSES

Defendant, EQUIALT FUND, LLC ("Equialt" or "Defendant"), by and through undersigned counsel, files its Answer, Affirmative Defenses, and Demand for Jury Trial in response to Plaintiff's Amended Complaint filed July 13, 2023, (the "Complaint") by like-numbered paragraphs as follows:

1. Admitted for jurisdictional purposes only. Defendant denies Plaintiff is entitled to any damages.
2. Without knowledge, therefore denied.
3. Admitted.
4. Without knowledge, therefore denied.
5. Admitted.

COUNT I - NEGLIGENCE

6. Defendant incorporates its answers to the allegations contained in paragraphs 1 through 5 above as if fully set forth herein.
7. Defendant incorporates its answers to the allegations contained in paragraphs 1 through 5 above as if fully set forth herein.
8. Without knowledge, therefore denied.

9. Defendant is without knowledge as to whether Plaintiff was an invited guest on the premises, or was even at the premises, therefore, denied that Defendant owed any duty to Plaintiff.

10. Denied.

11. Denied, including subparagraphs a) through d).

12. Denied.

11.[sic] Denied.

WHEREFORE, having answered the Complaint, Defendant requests dismissal of this action, demands judgment in its favor on all counts, together with costs, and for such other relief as the Court deems just and proper.

AFFIRMATIVE DEFENSES

1. As and for its First Affirmative Defense, Defendant affirmatively alleges that Plaintiff conducted herself in a careless and negligent manner and said negligence is a contributing and/or the sole proximate cause of the Plaintiff's damages complained of and the Plaintiff is therefore barred from recovery against Defendant, or, in the alternative, any damages recovered should be reduced by the doctrine of Comparative Negligence.

2. As and for its Second Affirmative Defense, Defendant affirmatively alleges that it is entitled to a set-off for any and all collateral sources allowable under Florida Law.

3. As and for its Third Affirmative Defense, Defendant affirmatively alleges that Plaintiff's alleged injuries are due to a pre-existing medical condition and therefore, Defendant is not liable for those injuries and/or alternatively, if Defendant is deemed to be liable, it is only liable for an aggravation of that condition and not for the pre-existing condition itself.

4. As and for its Fourth Affirmative Defense, Defendant affirmatively alleges that the injuries and damages complained of are a result of the negligence of third parties over whom

Defendant had no control. Thus, Plaintiff's claims should be barred or proportionately reduced by the intentional and/or negligent acts of such unknown third parties.

5. As and for its Fifth Affirmative Defense, Defendant affirmatively alleges that the Plaintiff has failed to mitigate her damages and is not entitled to recover for those damages which could not have been avoided through the use of reasonable care.

6. As and for its Sixth Affirmative Defense, Defendant affirmatively alleges that there was an independent, intervening, superseding and unforeseeable act involved which bars the Plaintiff's claims against the Defendant.

7. As and for its Seventh Affirmative Defense, Defendant affirmatively states that Defendant had no actual or constructive notice of the alleged defective or dangerous condition which serves as the basis of this claim.

8. As and for its Eighth Affirmative Defense, Plaintiff fails to state a claim upon which relief may be granted.

9. As and for its Ninth Affirmative Defense, Defendant Equialt Fund is subject to a federal equity receivership, *SEC v. Davison, et. al*, Case No. 8:20-CV-325-T-35MRM (M.D. Fla.). Under the Receivership Order in that case, all parties are prohibited "from in any way disturbing the assets or proceeds of the receiver or from prosecuting any actions or proceedings which involve the Receiver which affect the property of the Corporate Defendants and Relief Defendants." [Doc. 11 at para. 17]. Consequently, the Receiver has filed a motion to stay this cause.

10. Defendant expressly reserves the right to amend and/or add additional Affirmative Defenses as discovery and investigation continues.

DEMAND FOR JURY TRIAL

Defendant hereby demands a jury trial on all issues so triable as a matter of right.

RESNICK & LOUIS, P.C.

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By: /s/ Kristi Neher Davisson
Kristi Neher Davisson, Esquire
Florida Bar No.: 152382

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served a copy of the foregoing via E-Service E-Mail on this 24th day of July 2023 upon Westley Lockwood, Esq., Morgan & Morgan, P.A., 201 N. Franklin St., 7th Floor, Tampa, FL 33602, wlockwood@forthepeople.com and tstanley@forthepeople.com.

Respectfully submitted.

RESNICK & LOUIS, P.C.
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E-Mail: kdavisson@rlattorneys.com
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By: /s/ Kristi Neher Davisson
Kristi Neher Davisson, Esq.
Florida Bar No.: 152382

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

ASHLE PATTERSON,

Plaintiff,

v.

**Case No.: 22-CA-004695
Division K**

EQUIALT FUND, LLC,

Defendant.

_____ /

NOTICE OF RECEIVERSHIP AND REQUEST FOR STAY OF ACTION

Comes now federal equity Receiver Burton W. Wiand, appointed on February 14, 2020, by U.S. District Court Judge Mary Scriven in *Securities and Exchange Commission v. Brian Davison, et al.*, and hereby gives the Court notice of his appointment. See attached Order of Appointment. Pursuant to the Order of Appointment, Mr. Wiand was appointed the Receiver over a number of EquiAlt entities, including the Defendant EquiAlt Fund, LLC. Pursuant to the Order of Appointment, paragraph 17:

During the period of the Receivership, all persons . . . with actual notice of this Order, are enjoined from . . . prosecuting any actions or proceedings which involve the Receiver or which affect the property of the Corporate Defendants and Relief Defendants.

On this date, undersigned counsel has notified Plaintiff's counsel of the Receivership and this provision. Receiver Burton W. Wiand thereby requests that this Court stay this action pursuant to the attached federal court Order.

Dated: February 22, 2023

Respectfully submitted,

/s/ Katherine C. Donlon

Katherine C. Donlon (FBN: 0066941)

kdonlon@jclaw.com

JOHNSON, CASSIDY, NEWLON & DECORT

3242 Henderson Blvd., Ste 210

Tampa, Florida 33609

Telephone: (813) 291-3300

Facsimile: (813) 235-0462

*Attorney for Burton W. Wiand, Receiver of
Defendant EquiAlt Fund, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 22, 2023, I electronically filed the foregoing with the Clerk of this Court by using the Florida Courts E-Filing Portal System which will provide service via electronic mail to all registered Portal participants.

/s/ Katherine C. Donlon

Katherine C. Donlon (FBN: 0066941)

ATTACHMENT

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No: 8:20-cv-00325-T-35AEP

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

Defendants,

**FILED EX PARTE
AND UNDER SEAL**

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.

**SEALED ORDER GRANTING PLAINTIFF'S EMERGENCY EX PARTE MOTION FOR
APPOINTMENT OF RECEIVER AND MEMORANDUM OF LAW**

WHEREAS, Plaintiff Securities and Exchange Commission has filed an Emergency Motion for the appointment of a Receiver over Defendants EquiAlt LLC, EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, and EA SIP, LLC (collectively the "Corporate Defendants"), (Dkt. 6), and all of the Relief Defendants in this action with full and exclusive power, duty and authority to: administer and manage the business affairs, funds, assets,

choses in action and any other property of the Corporate Defendants and Relief Defendants; marshal and safeguard all of the assets of the Corporate Defendants and Relief Defendants and take whatever actions are necessary for the protection of investors;

WHEREAS, the Court has found Plaintiff Securities and Exchange Commission has made a sufficient and proper showing of the relief requested by evidence demonstrating a *prima facie* case of violations of the federal securities laws by the Defendants.

WHEREAS this Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendants, and venue properly lies in this district.

WHEREAS, the Commission has submitted the credentials of a candidate to be appointed as Receiver of all of the assets, properties, books and records, and other items of the Corporate Defendants and the Relief Defendants and the Commission has advised the Court that this candidate is prepared to assume this responsibility if so ordered by the Court.

NOW, THEREFORE, IT IS ORDERED AND ADJUDGED that Burton Wiand, Esq. is hereby appointed the Receiver over the Corporate Defendants and Relief Defendants, each of their subsidiaries, successors and assigns, and is hereby authorized, empowered, and directed to:

1. Take immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants whatsoever and wheresoever located, including but not limited to all offices maintained by the Corporate Defendants and Relief Defendants, rights of action, books, papers, data processing records, evidences of debt, bank accounts, savings accounts, certificates of deposit, stocks, bonds, debentures and other securities, mortgages, furniture, fixtures, office supplies and equipment, and all real property of the Corporate Defendants and

Relief Defendants, wherever situated, and to administer such assets as is required in order to comply with the directions contained in this Order, and to hold all other assets pending further order of this Court;

2. Investigate the manner in which the affairs of the Corporate Defendants and Relief Defendants were conducted and institute such actions and legal proceedings, for the benefit and on behalf of the Corporate Defendants and Relief Defendants and their investors and other creditors as the Receiver deems necessary against those individuals, corporations, partnerships, associations and/or unincorporated organizations which the Receiver may claim have wrongfully, illegally or otherwise improperly misappropriated or transferred money or other proceeds directly or indirectly traceable from investors in EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, and EA SIP, LLC, their officers, directors, employees, affiliates, subsidiaries, or any persons acting in concert or participation with them, or against any transfers of money or other proceeds directly or indirectly traceable from investors in EquiAlt Fund, LLC, EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, and EA SIP, LLC; provided such actions may include, but not be limited to, seeking imposition of constructive trusts, disgorgement of profits, recovery and/or avoidance of fraudulent transfers, rescission and restitution, the collection of debts, and such orders from this Court as may be necessary to enforce this Order;
3. Initially recover, control and possess liquid assets, known real estate, LLC assets and high-end personal assets purchased with funds traceable from investor proceeds, and trusts if the Receiver deems appropriate. The Receiver is specifically authorized to retain for the purposes of the receivership, forensic accountants (Yip and Associates), information technology consultants and counsel

specializing in information technology research (Adam Sharp, E-Hounds, Inc. and Robert Stines of Freeborn & Peters LLP), RWJ Group, LLC, and investigators, and counsel in Phoenix, Arizona to assist in the service of the Order and securing of records and assets. The Receiver shall advise and seek the consent of the Court with respect to the institution of claims relating to vendors, professionals, investors, or financial institutions, or other litigation of a complex and significant nature that may involve commitment of significant assets or the incurrence of significant costs or expenses to the receivership;

4. Present to this Court a report reflecting the existence and value of the assets of the Corporate Defendants and Relief Defendants and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Corporate Defendants and Relief Defendants;
5. Appoint one or more special agents, employ legal counsel, actuaries, accountants, clerks, consultants and assistants as the Receiver deems necessary and to fix and pay their reasonable compensation and reasonable expenses, as well as all reasonable expenses of taking possession of the assets and business of the Corporate Defendants and Relief Defendants and exercising the power granted by this Order, subject to prior approval by this Court;
6. Engage persons in the Receiver's discretion to assist the Receiver in carrying out the Receiver's duties and responsibilities, including, but not limited to, the United States Marshal's Service, accountants, or a private security firm;
7. Defend, compromise or settle legal actions, including the instant proceeding, in which the Corporate Defendants, the Relief Defendants, or the Receiver are a party, commenced either prior to or subsequent to this Order, without authorization of this

Court up to a total amount of \$50,000 for each claim; except, however, in actions where the Corporate Defendants or Relief Defendants are nominal parties, where the action does not effect a claim against or adversely affect the assets of Corporate Defendants or Relief Defendants, the Receiver may file appropriate pleadings at the Receiver's discretion. The Receiver may waive any attorney-client or other privilege held by the Corporate Defendants or Relief Defendants;

8. Assume control of, and be named as authorized signatory for, all accounts at any bank, brokerage firm or financial institution which has possession, custody or control of any assets or funds, wherever situated, of the Corporate Defendants or Relief Defendants and, upon, order of this Court, of any of their subsidiaries or affiliates, provided that the Receiver deems it necessary;
9. Make or authorize such payments and disbursements from the funds and assets taken into control, or thereafter received by the Receiver, and incur, or authorize the incurrence of, such expenses and make, or authorize the making of, such agreements as may be reasonable, necessary, and advisable in discharging the Receiver's duties;
10. Have access to and review all mail of Corporate Defendants or Relief Defendants (except for mail that appears to be purely personal or in any respect attorney-client privileged communication to or from the individual Defendants) received at any office or address of Corporate Defendants or Relief Defendants.

IT IS FURTHER ORDERED AND ADJUDGED that, in connection with the appointment of the Receiver provided for above:

11. The Corporate Defendants or Relief Defendants and all of their directors, officers, agents, employees, attorneys, attorneys-in-fact, shareholders, and other persons

who are in custody, possession, or control of any assets, books, records, or other property of the Defendants and Relief Defendants shall deliver forthwith upon demand such property, money, books and records to the Receiver, and shall forthwith grant to the Receiver authorization to be a signatory as to all accounts at banks, brokerage firms or financial institutions which have possession, custody or control of any assets or funds in the name of or for the benefit of the Corporate Defendants and Relief Defendants;

12. The Receiver is authorized to open a bank account or accounts in the name of the Receivership to carry out the business of the Receivership and the Receivership Estate;

13. All banks, brokerage firms, financial institutions, and other business entities which have possession, custody or control of any assets, funds or accounts in the name of, or for the benefit of the Corporate Defendants and Relief Defendants shall cooperate expeditiously in the granting of control and authorization as a necessary signatory as to said assets and accounts to the Receiver;

14. Unless authorized by the Receiver, the Corporate Defendants and Relief Defendants and their principals shall take no action, nor purport to take any action, in the name of or on behalf of the Corporate Defendants and Relief Defendants;

15. The Corporate Defendants and Relief Defendants, their principals, and their respective officers, agents, employees, attorneys, and attorneys-in-fact, shall cooperate with and assist the Receiver. The Corporate Defendants and Relief Defendants and their principals and respective officers, agents, employees, attorneys, and attorneys-in-fact shall take no action, directly or indirectly, to hinder, obstruct, or otherwise interfere with the Receiver in the conduct of the Receiver's

duties or to interfere in any manner, directly or indirectly, with the custody, possession, management, or control by the Receiver of the funds, assets, premises, and choses in action described above;

16. The Receiver, and any counsel whom the Receiver may select, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Corporate Defendants and Relief Defendants; said amount or amounts of compensation shall be commensurate with their duties and obligations under the circumstances, subject to approval of the Court. The Receiver is specifically authorized to retain Wiand Guerra King P.A. as attorneys for the Receiver;
17. During the period of this receivership, all persons, including creditors, banks, investors, or others, with actual notice of this Order, are enjoined from filing a petition for relief under the United States Bankruptcy Code without prior permission from this Court, or from in any way disturbing the assets or proceeds of the receivership or from prosecuting any actions or proceedings which involve the Receiver or which affect the property of the Corporate Defendants and Relief Defendants;
18. The Receiver is fully authorized to proceed with any filing the Receiver may deem appropriate under the Bankruptcy Code as to the Corporate Defendants and Relief Defendants;
19. Title to all property, real or personal, all contracts, rights of action and all books and records of the Corporate Defendants and Relief Defendants and their principals, wherever located within or without this state, is vested by operation of law in the Receiver;

20. Upon request by the Receiver, any company providing telephone services to the Corporate Defendants or Relief Defendants shall provide a reference of calls from any number presently assigned to the Defendants and Relief Defendants to any such number designated by the Receiver or perform any other changes necessary to the conduct of the receivership;
21. Any entity furnishing water, electric, telephone, sewage, garbage or trash removal services to the Corporate Defendants or Relief Defendants shall maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver. The Receiver shall pay the invoices from the aforementioned utilities for services provided to the Corporate Defendants and Relief Defendants in the ordinary course of their business;
22. The United States Postal Service is directed to provide any information requested by the Receiver regarding the Corporate Defendants or Relief Defendants as directed by the Receiver;
23. No bank, savings and loan association, other financial institution, or any other person or entity shall exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control without the permission of this Court;
24. No bond shall be required in connection with the appointment of the Receiver. Except for an act of gross negligence or greater, the Receiver shall not be liable for any loss or damage incurred by the Corporate Defendants or Relief Defendants, or by the Receiver's officers, agents or employees, or any other person, by reason of any act performed or omitted to be performed by the Receiver in connection with the discharge of the Receiver's duties and responsibilities;

- 25. Service of this Order shall be sufficient if made upon the Corporate Defendants or Relief Defendants and their principals by facsimile or overnight courier;
- 26. In the event the Receiver discovers that funds of persons who have invested in EquiAlt Fund, LLC EquiAlt Fund II, LLC, EquiAlt Fund III, LLC, and EA SIP, LLC have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds or assets acquired with such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds or assets;
- 27. This Court shall retain jurisdiction of this matter for all purposes;
- 28. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal obligations of the Receivership Estates;
- 29. The Quarterly Status Report shall contain the following:
 - A. A summary of the operations of the Receiver;
 - B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
 - C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with one column for the quarterly period covered and a second column for the entire duration of the receivership;
 - D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed

dispositions, and reasons for retaining assets where no disposition is intended;

- E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);
- F. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and,
- G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

30. Subject to Paragraphs 31 - 37 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the receivership. Further, prior Court approval is not required for payments of applicable federal, state or local taxes;

31. Subject to Paragraph 32 immediately below, the Receiver is authorized to solicit persons and entities ("Retained Personnel") to assist him in carrying out the duties and responsibilities described in this Order. Except as otherwise provided herein, the Receiver shall not engage any Retained Personnel without first obtaining an Order of the Court authorizing such engagement;

32. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates as described in the "Billing Instructions for Receivers in Civil Actions Commenced by the U.S. Securities and Exchange Commission" (the "Billing Instructions") agreed to by the Receiver. Such compensation shall require the prior approval of the Court;

33. Within forty-five (45) days after the end of each calendar quarter, the Receiver and

Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the “Quarterly Fee Applications”). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the SEC a complete copy of the proposed Application, together with all exhibits and relevant billing information in a format to be provided by SEC staff;

34. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership;

35. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership;

36. Each Quarterly Fee Application shall:

- A. Comply with the terms of the Billing Instructions agreed to by the Receiver; and,
- B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and, (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.


37. At the close of the Receivership, the Receiver shall submit a Final Accounting, in

a format to be provided by SEC staff, as well as the Receiver's final application for compensation and expense reimbursement;

38. On the request of the Commission, the Receiver shall provide the Commission with any documentation that the Commission deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the Commission's mission.

39. The Receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, his Retained Personnel, and the Receivership Estate.

DONE and **ORDERED** in Tampa, Florida, this 14th day of February, 2020.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
PLAINTIFF'S COUNSEL ONLY
US MARSHAL'S SERVICE

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT,
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

ASHLE PATTERSON,

Plaintiff,

CASE NO.: 22-CA-004695

EQUIALT FUND LLC and
JOHN DOE, PROPERTY MANAGER,

Defendants.

_____ /

ORDER GRANTING RECEIVER'S MOTION FOR STAY

THIS CAUSE, having come before the Court on July 28, 2023, on Defendant's Notice of Receivership and Request for Stay of Action, and the Court, having heard argument of counsel for the Defendant, for the Receiver and for the Plaintiff, and having reviewed the court file and being otherwise fully advised in the premises, it is therefore Ordered and Adjudged:

1. The Motion for Stay is Granted;
2. This case shall be removed from the November 2023 trial docket; and
3. The parties shall appear on November 2, 2023, at 3:15 P.M. for a case management conference.

DONE and ORDERED at Hillsborough County, Florida, this ___ day of August, 2023.

Electronically Conformed 8/8/2023

Robert A. Bauman

Robert A. Bauman, Circuit Judge

Conformed Copies to:
Counsel of Record