

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

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

BRIAN DAVISON, BARRY M. RYBICKI,
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
AZEEL, LLC, 2101 W. CYPRESS, LLC,
2112 W. KENNEDY BLVD, LLC, 5123 E.
BROADWAY AVE, LLC, BLUE WATERS
TI, LLC, BNAZ, LLC, BR SUPPORT
SERVICES, LLC, BUNGALOWS TI, LLC,
CAPRI HAVEN, LLC, EA NY, LLC,
EQUIALT 519 3RD AVE S., LLC,
MCDONALD REVOCABLE LIVING
TRUST, SILVER SANDS TI, LLC, and
TB OLDEST HOUSE EST. 1842, LLC,

Defendants.

ORDER

THIS CAUSE comes before the Court upon consideration of the Receiver's Motion to Approve Sale of Personal Property (Luxury Vehicles), (Dkt. 109), and the Limited Objection filed by non-party Ferrari Financial Services. (Dkt. 123) The Receiver seeks the Court's approval to sell five Ferrari vehicles "that Mr. Davison purchased with investor funds." (Dkt. 109 at 3) The Receiver also seeks to sell these vehicles "free and clear of all claims, liens, and encumbrances and to waive the valuation, notice and

hearing requirements of 28 U.S.C. §§ 2001 and 2004.” (Id. at 9) In its limited objection, non-party Ferrari Financial Services asserts that four of the five Ferrari vehicles identified in the Receiver’s Motion “are encumbered by duly perfected liens in favor of Ferrari Financial.” (Dkt. 123 at 2) Consequently, Ferrari filed its objection to clarify “its rights which are implicated by the sale.” (Id.)

While Ferrari Financial and the Receiver “have worked cooperatively to move forward with the sale and surrender of all the vehicles,” including an agreement as to a proposed order approving the Receiver’s Motion, (see Id. at 7–10), the Parties “have not been able to reach a consensus relative to the payment of reasonable attorney’s fees that Ferrari seeks in satisfaction of its security liens.” (Id. at 3) Specifically, Ferrari seeks to add language that binds the Receiver to pay “reasonable attorneys’ fees and costs relative to [two of the] loan[s].”¹ (Id. at 5)

Accordingly, it is **ORDERED AND ADJUDGED** that the Receiver’s Motion to Approve Sale of Personal Property (Luxury Vehicles), (Dkt. 109), is **GRANTED**. The Court finds that the proposed procedures for the sale of the vehicles reflected in the Motion are in the best interest of the Receivership Estate for the reasons detailed in the Motion. The Court also finds that, to the extent 28 U.S.C. §§ 2001 and 2004 apply to the sale of the vehicles reflected in the Motion, the Motion includes sufficient grounds for waiving the requirements of 28 U.S.C. § 2001(b) for any additional independent appraisals, notice and hearing, and publication of the terms of the sale under the discretion afforded this Court by 28 U.S.C. § 2004.

¹ Ferrari contends that “[p]rior to the filing of [its] Limited Objection, [counsel] advised the Receiver that the attorneys’ fees applicable to each loan is approximately \$1700.00.” (Dkt. 123 at n.1)

The Receiver is hereby authorized to surrender to Ferrari Financial Services Inc. (“FFS”) or sell the vehicles identified in the Motion as follows:

1. The Receiver upon receipt of this Order shall surrender to FFS the following vehicles:

- 2019 488 Spider (VIN: ZFF80AMAXK0238910);
- 2018 GTC4 Lusso (VIN: ZFF82WNA0J0234336).

The vehicles described in paragraph 1 upon delivery to FFS shall be free from all claims, including storage fees.

2. The Receiver upon receipt of this Order is authorized to sell the following vehicles for the amounts specified and to the purchasers identified in the Motion and below:

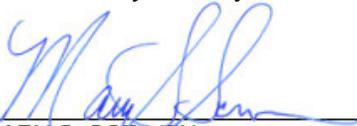
- 2009 430 Scuderi 16M (VIN: ZFFKW66A490169155) to purchaser Miller Motors for \$200,000.00;
- 2015 F12 Berlinetta (VIN: ZFF74UFA3F0208703) to purchaser Miller Motors for \$165,000.00;
- 2015 458 Speciale (VIN: ZFF75VFA3F0212818) to purchaser VAS Operations, LLC dba ZWECK for \$272,300.00.

3. Upon the completion of the sale of the vehicles identified in paragraph 2 to the specified purchasers, the Receiver shall by certified check or wire satisfy the liens of FFS on vehicles as identified below, and FFS shall simultaneously execute and delivery release of liens to the Receiver.

- 2009 430 Scuderi 16M (VIN: ZFFKW66A490169155); No lien.

- 2015 F12 Berlinetta (VIN: ZFF74UFA3F0208703); Lien payoff amount of **\$126,637.63** good through 6/4/2020 and an additional **\$19.47** daily if payment is received after 6/4/2020;
 - 2015 458 Speciale (VIN: ZFF75VFA3F0212818); Lien payoff amount of **\$181,759.63** good through 6/12/2020 and an additional **\$19.51** daily if payment is received after 6/12/2020.
4. The vehicles described in paragraph 2 above shall be released to the purchasers described in paragraph 2 above upon completion of the sale without further delay.
 5. The Florida Department of Motor Vehicles or applicable State of Florida vehicle regulatory agency shall issue title to the purchasers described in paragraph 2 free and clear of any and all claims, liens, and encumbrances.
 6. The Court takes Ferrari Financial Services Limited Objection, (Dkt. 123), **UNDER ADVISEMENT** and will address Ferrari's demands for attorneys' fees and costs by separate Order. The Receiver is **DIRECTED** to set aside the \$3400.00 Ferrari seeks in attorneys' fees and costs — \$1700.00 for the 2015 F12 Berlinetta loan and \$1700.00 for the 2015 458 Speciale loan — into an escrow account **within three (3) business days of the sale of each vehicle**. Additionally, Counsel for the Receiver should be prepared to address the Receiver's opposition to the requested attorneys' fees at the July 31, 2020 show cause hearing if the matter has not been resolved.

DONE and ORDERED in Tampa, Florida, this 27th day of July, 2020.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record
Any pro se party