

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

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

Case No: 8:20-cv-325-MSS-AEP

**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
AZELEE, 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 for consideration of the Receiver's
Verified Unopposed Motion to Approve Private Sale of Real Property — 21 West 20th

Street #5, New York, New York (the “Motion”). (Dkt. 425) The SEC and Defendants Brian Davison and Barry Rybicki concur in the Motion. (*Id.* at 11) Upon review of the Motion, its exhibits, the entire file, and being otherwise duly advised on the premises, the Court finds granting the Motion to be in the Receivership Estate’s best interests.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** that:

1. The Receiver’s Motion, (Dkt. 425), is **GRANTED**.
2. The Private Sale of the property located at 21 West 20th Street #5, New York, New York 10011 (the “Property”) is **APPROVED**. The Property’s legal description is as follows:

The Condominium Unit (“Unit”) known as Residential Unit No. 5 in the building (“Building”) known as the 19-25 West 20th Street Condominium (“Condominium”) and by the street number 21 West 20th Street, Borough of Manhattan, County of New York, City and State of New York, said Unit being designated and described by the above Unit number in a certain declaration dated December 19, 2012, made by 19-25 West 20th Street Owner LLC (“Original Grantor”) pursuant to Article 9-B of the Real Property Law of the State of New York (“Condominium Act”) establishing a plan for condominium ownership of the Building and the land (“Land”) upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the Office of the Register of The City of New York of the County of New York (“Register’s Office”) on December 24, 2012 as CRFN 2012000502987, as further amended by the Second Amendment to Declaration, made by Grantor, dated as of February 18, 2016, and recorded in the Register’s Office on March 10, 2016, as CFRN 2016000084734 (as amended and restated, the “Declaration”). The Unit is also designated as Tax Lot 1507 in Block 822 of Section 3 of the Borough of Manhattan on the Tax Map of the Division of Land Records of The City of New York and on the Floor Plans of the Building, certified by Beyer Blinder Belle Architects and Planners, LLP on December 20, 2012, as Condominium Plan No. 2368 and also filed in the Register’s Office on December 24, 2012, as CRFN No. 2012000502988, as amended by first amendment to

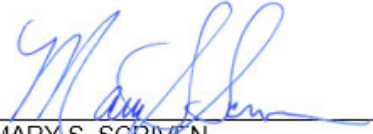
Floor Plans certified by Beyer Blinder Belle Architects and Planners LLP on February 10, 2016, and filed with the Real Property Assessment Department of The City of New York on February 18, 2016, as Condominium Plan No. 2368-A and also filed in the Register's Office on March 10, 2016, as Condominium Map No. 2016000084735.

3. The Court appoints and takes judicial notice of the three appraisals of the Property attached as Exhibits 2-4 to the Motion.
4. The Court finds that the Receiver has satisfied the requirements of 28 U.S.C. § 2001 regarding the marketing and proposed sale terms and procedures for the Property.
5. The Court finds that the form and substance of the Notice attached as Exhibit 5 to the Motion is sufficient to provide notice of the proposed sale of the Property as well as the procedures and timeframe for the submission of any bona fide offer pursuant to 28 U.S.C. § 2001.
6. The Court finds that the publication of the approved Notice attached as Exhibit 5 to the Motion in the New York Post newspaper for one day at least ten days prior to any sale of the Property is sufficient to satisfy the notice requirements set forth under 28 U.S.C. § 2001.
7. The Receiver is authorized and empowered to take such steps, incur and pay such costs and expenses from the Receivership Estate, and do such things as may be reasonably necessary to implement and effect the terms and requirements of this Order, including publishing the Notice.

8. The Court finds the \$2,346,215.00 offer in the Purchase and Sale Agreement to be commercially reasonable, in the Receivership Estate's best interests, and in compliance with the price requirements set forth in 28 U.S.C. § 2001. The Court also finds that the Receiver has made substantial and sufficient efforts to market and sell the Property. Accordingly, if no qualified bid (other than the offer in the Purchase and Sale Agreement) is received by the overbid deadline, the Receiver shall report the same to the Court, and he is approved and authorized to deem the \$2,346,215.00 offer as the highest offer for the Property and, without further order from this Court, to sell, close and transfer title of the Property free and clear of all liens, claims, interests, and encumbrances, in accordance with the Purchase and Sale Agreement attached as Exhibit 1 to the Motion.
9. In the event the Receiver is provided with any timely and qualified overbid(s) pursuant to 28 U.S.C. § 2001 and consistent with the procedures outlined in the Motion, the Receiver is authorized to negotiate in good faith with any part[ies] submitting such bid[s] and the original Purchaser and to use his sole discretion and business judgment to select a final purchaser that he deems to have provided the offer that is in the best interest of the Receivership Estate. Following the Receiver's determination, he shall report the same to the Court, and, without further order from this Court, is approved and authorized to sell, close and transfer title of the Property free and clear of all

liens, claims, interests, and encumbrances, in accordance with the Purchase and Sale Agreement entered into with the final purchaser.

DONE and **ORDERED** in Tampa, Florida, this 22nd day of October 2021.



MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel of Record
Any Unrepresented Person