

**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.**

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**ORDER**

**THIS CAUSE** comes before the Court for consideration of the Receiver's Verified Unopposed Motion to Approve Private Sale of Real Property — 128 Biscayne Avenue, Tampa, Florida and 305 Bosphorous Avenue, Tampa, Florida (the

“Motion”). (Dkt. 437) The SEC and Defendant Barry Rybicki concur in the Motion. (Id. at 12) 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. 437), is **GRANTED**.
2. The Private Sales of the properties located at 128 Biscayne Avenue, Tampa, Florida 33606 (the “Biscayne Property”) and at 305 Bosphorous Avenue, Tampa, Florida 33606 (the “Bosphorous Property”; collectively, the “Properties”) are **APPROVED**. The Biscayne Property’s legal description is

as follows:

Lots 21 and the Southwesterly one-half of Lot 20, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida, said Southwesterly one-half of Lot 20 being all the part of said Lot lying Westerly of a line joining the mid points of the front and rear boundaries of said Lot 20.

The Bosphorous Property’s legal description is as follows:

Lots 1, 2, Block 28, DAVIS ISLANDS, BISCAYNE SECTION, according to the map or plat thereof as recorded in Plat Book 17, Page 9, Public Records of Hillsborough County, Florida.

3. The Court appoints and takes judicial notice of the appraisals of the Properties attached as Exhibits 3-7 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 Properties.
5. The Court finds that the form and substance of the Notice attached as Exhibit 8 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 8 to the Motion in the Tampa Bay Times newspaper for one day at least ten days prior to any sale of the Properties 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 \$2,000,000.00 offer in the Purchase and Sale Agreement for the Biscayne Property, (Dkt. 437-1), 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 Biscayne Property. Accordingly, if no qualified bid (other than the offer in the Biscayne Property's 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 \$2,000,000.00 offer as the highest offer for the Biscayne Property and, without further order from this Court, to sell, close and transfer title of the Biscayne Property free and clear of all liens, claims, interests, and encumbrances, in accordance with the Biscayne Property's Purchase and Sale Agreement.

9. The Court finds the \$1,402,800.00 offer in the Purchase and Sale Agreement for the Bosphorous Property, (Dkt. 437-2), 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 Bosphorous Property. Accordingly, if no qualified bid (other than the offer in the Bosphorous Property's 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 \$1,402,800.00 offer as the highest offer for the Bosphorous Property and, without further order from this Court, to sell, close and transfer title of the Bosphorous Property free and clear of all liens, claims, interests, and encumbrances, in accordance with the Bosphorous Property's Purchase and Sale Agreement.

10. 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[s] 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 Properties free and clear of all liens, claims, interests, and encumbrances, in accordance with the corresponding Purchase and Sale Agreements entered into with the final purchaser[s].

**DONE and ORDERED** in Tampa, Florida, this 19th day of November 2021.



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MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE

**Copies furnished to:**  
Counsel of Record  
Any Unrepresented Person