

**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 Renewed Verified Unopposed Motion to Approve Private Sale of Real Property Located in Tampa, Florida: 209 Columbia Drive; 212 Columbia Drive; 214 Columbia

Drive; 225 Danube Drive; 64 Davis Boulevard (the “Renewed Motion”). (Dkt. 515) The SEC and Defendant Barry Rybicki concur in the Motion. (Id. at 12) Upon review of the Renewed Motion and the responses contained therein, 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 Renewed Motion, (Dkt. 515), is **GRANTED**.
2. The Private Sales of the properties located at 209 Columbia Drive, Tampa, Florida 33606, 212 Columbia Drive, Tampa, Florida 33606, 214 Columbia Drive, Tampa, Florida 33606, 225 Danube Drive, Tampa, Florida 33606; and 64 Davis Boulevard, Tampa, Florida 33606 (collectively, the “Properties”) are **APPROVED**.
3. Transfer of title to the Properties is **APPROVED**. Said transfer shall be free of any and all claims, liens, and encumbrances. The legal descriptions of the Properties are as follows:

Parcel ID: A-25-29-18-509-000106-00023.0

Folio# 196215-0000

Lots 23, 24, 25,26, and 27, Block 106, Davis Islands South Park Section, a subdivision according to the plat thereof recorded at Plat Book 10, Page 54, in the Public Records of Hillsborough County, FL

Parcel ID: A-25-29-18-509-000105-00016.0

Folio# 196199-0000

Lots 16, Block 105, Davis Islands South Park Section, a subdivision according to the plat thereof recorded at Plat Book 10, Page 54, in the Public Records of Hillsborough County, FL

Parcel ID: A-25-29-18-509-000105-00014.0

Folio# 196198-0000

Lots 14 and 15, Block 105, Davis Islands South Park Section, a subdivision according to the plat thereof recorded at Plat Book 10, Page 54, in the Public Records of Hillsborough County, FL

Parcel ID: A-25-29-18-509-000003-00032.0

Folio# 194789-0000

Lots 32 and 33, Block 3, Davis Islands Hyde Park Section, a subdivision according to the plat thereof recorded at Plat Book 10, Page 52, in the Public Records of Hillsborough County, FL

Parcel ID: A-25-29-18-509-000100-00034.0

Folio# 196142-0000

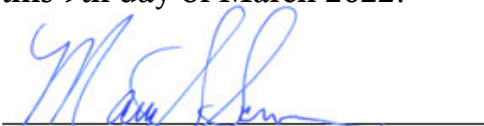
Lots 34 and 35, Block 100, Davis Islands South Park Section, a subdivision according to the plat thereof recorded at Plat Book 10, Page 54, in the Public Records of Hillsborough County, FL

4. The Court takes judicial notice of the appraisals of the Properties attached as Exhibits 2-16 to the Renewed Motion.
5. 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.
6. The Court finds that the Notice attached as Exhibit 17 to the Renewed Motion is sufficient in form and substance to provide notice of the proposed sale of the Properties as well as the procedures and timeframe for the submission of any bona fide offer pursuant to 28 U.S.C. § 2001.
7. The Court finds that the publication of the approved Notice attached as Exhibit 17 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.

8. 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.
9. The Court finds the \$7,300,000.00 offer in the Purchase and Sale Agreement for the Properties, as further explained in the Renewed Motion, (Dkt. 437-1), to be commercially reasonable, in the 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 Properties. 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 \$7,300,000.00 offer as the highest offer for the Properties and, without further order from this Court, to sell, close and transfer title of the Properties free and clear of all liens, claims, interests, and encumbrances, in accordance with the 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 9th day of March 2022.

  
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MARY S. SCRIVEN  
UNITED STATES DISTRICT JUDGE

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