

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-CV-325-T-35MRM

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

Defendants, and

128 E. DAVIS BLVD, LLC, et al.,

Relief Defendants.

**RECEIVER’S VERIFIED UNOPPOSED MOTION TO APPROVE
PRIVATE SALE OF REAL PROPERTY —
3527 WEST LAWRENCE LANE, PHOENIX, ARIZONA**

Burton W. Wiand, as Receiver over the assets of the above-captioned
Corporate Defendants and Relief Defendants,¹ moves the Court to approve the

¹ The (“**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) has been expanded to include not only the Corporate and Relief Defendants but also the following entities: EquiAlt Qualified Opportunity Zone Fund, LP; EquiAlt QOZ Fund GP, LLC; EquiAlt Secured Income Portfolio REIT, Inc.; EquiAlt Holdings LLC; EquiAlt Property Management LLC; and EquiAlt Capital Advisors, LLC. *See* Doc. 184, at 6–7. *See also*, Doc. 284.

sale of real property located at 3527 West Lawrence Lane, Phoenix, Arizona, 85051, (the “**Property**”). The buyer of the Property is Zeke’s Real Estate LLC, (the “**Buyer**”), and the purchase price is \$275,000. A copy of the Purchase and Sale Agreement is attached as **Exhibit 1** (the “**Contract**”). Selling the Property in the manner described in this motion will result in a fair and equitable recovery for the Receivership Estate.

BACKGROUND

At the request of the Securities and Exchange Commission (“**SEC**”), the Court appointed the Receiver on February 14, 2020. On March 4, 2022, this Court entered an Order Approving the Plaintiff’s Unopposed Motion for Entry of Final Judgment against Defendant Barry Rybicki (Doc. 528) (“**Final Judgment**”) which referenced assets that Rybicki was to turn over to the Receiver in satisfaction of the judgment against him. The Property is one of those assets. The Property is owned by 3527 West Lawrence Lane, LLC, an Arizona limited liability company formerly under the control of Defendant Barry M. Rybicki. Pursuant to the Final Judgment, as well as the filing of Amended and Restated Articles of Organization with the Arizona Secretary of State, the Receiver is the sole member of 3527 West Lawrence Lane, LLC.

The Procedures Applicable to Sales of Real Property

The procedures applicable to private sales of receivership real estate are set forth in 28 U.S.C. § 2001(b) (“**Section 2001(b)**”)²:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.

28 U.S.C. § 2001(b).

The Receiver can move the Court to waive strict compliance with these procedures, but as explained below, the Receiver has substantially and materially complied with the statute.

² Section 2001(b) governs here because this is a private sale of real property and because 28 U.S.C. §§ 2001(a) and 2004 deal with public auctions and personal property, respectively.

**The Property, the Receiver’s Marketing Efforts,
and the Proposed Sale**

Defendant Barry Rybicki owned the Property through a limited liability company, 3527 West Lawrence Lane, LLC, until he agreed to turn it over to the Receiver pursuant to the Final Judgment. The Property is a single-family home that is approximately 1,800 square feet and includes four bedrooms and two bathrooms. Additionally, the Property requires substantial renovation. The Receiver has determined that selling the Property in the manner described in this motion is in the best interest of the Receivership.

In order to advertise the sale of the Property, it was listed on the Multiple Listing Service (“MLS”), the industry standard listing service for real estate professionals; and Zillow, the popular real estate listing website.³ MLS listings reach essentially every real estate broker and agent in the United States, and Zillow is one of the most visited real estate websites in the country. The Receiver received multiple offers on the Property. The sale price described in this motion is the highest offer for the Property and is, in the Receiver’s opinion, the most beneficial to the Receivership Estate.

³ See https://www.zillow.com/homedetails/3527-W-Lawrence-Ln-Phoenix-AZ-85051/7753985_zpid/ (last visited December 28, 2022).

In compliance with Section 2001(b), the Receiver obtained valuations from three disinterested sources (collectively, the “**Valuations**”), which are attached as **Exhibits 2–4**. Exhibits 2, 3, and 4 estimate the value of the Property at \$265,000 to \$275,000; \$270,000; and \$270,000 respectively. *See* Ex. 2 at 1; Ex. 3 at 1; and Ex. 4 at 2. The Valuations’ average total value for the Property is \$268,750. The sale price of \$275,000 is greater than this average and is thus fair and reasonable. The sale of the Property would constitute a \$275,000 gross recovery for the Receivership Estate. In compliance with Section 2001(b), the sale price of \$275,000 is substantially greater than two-thirds of the average of the Valuations.

The Property is free of any significant liens or encumbrances, such as a mortgage. Should any administrative liens be discovered during a title search, they will be resolved routinely at closing.

Section 2001(b) Publication

To satisfy the publication requirement of Section 2001(b), the Receiver will publish the terms of the sale in *The Arizona Republic*, a newspaper which is regularly issued and of general circulation in the district where the Property is located. A copy of the notice of sale is attached as **Exhibit 5**, which will be published shortly after this motion is filed. Pursuant to Section 2001(b), after the 10-day statutory window for “bona fide offers” has elapsed, the Receiver will advise the Court whether he received any such offer and appropriate steps

in response thereto. Absent such an offer, the Receiver submits that approval of the proposed sale pursuant to the Order and Section 2001(b) is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate.

ARGUMENT

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts.

See United States v. Branch Coal, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

Given these principles, the Court should approve the proposed sale for at least four reasons. First, the Receiver is complying with Section 2001(b). Specifically, he obtained the Valuations, and the total sale price exceeds the range of the estimates disclosed in those valuations. *See* Exs. 2–4. Section 2001(b) provides that "[n]o private sale shall be confirmed at a price less than two-thirds of the appraised value" — here, \$168,167 based on the average of the Valuations. The \$275,000 sale price for the Property is well above that amount. The Receiver will arrange for the terms of the proposed sale to be published in *The Arizona Republic*. *See* Ex. 5. If no one objects to this motion or submits a "bona fide offer" pursuant to Section 2001(b), to conserve resources, the Receiver asks that the Court grant the motion without a hearing.

Second, as noted above, the sale price represents a gross recovery of \$275,000 for the benefit of the Receivership Estate, and ultimately its

creditors, including the victim investors. Third, the Receiver's independent evaluation of the transaction demonstrates that it is commercially reasonable. The Receiver is not aware of any other association between the Receivership and the Buyer. As such, this is an arm's-length transaction. Fourth, the existence of a ready-and-willing buyer ensures an efficient and cost-effective recovery for the Receivership Estate, and in the Receiver's opinion, the sale price is at or near the maximum price that can be anticipated for the sale of the Property.

CONCLUSION

For the reasons discussed above, this transaction is commercially reasonable, fair and equitable, and will ensure a cost-effective recovery for the ultimate benefit of the Receivership Estate. As such, the Receiver requests an order (1) approving the transaction and the Contract, and (2) ordering that the Receiver may transfer title to the Property by Receiver's Deed to the Buyer, free and clear of all claims, liens, and encumbrances. Pursuant to the Court's earlier Order (Doc. 640), the Receiver has attached a proposed order as **Exhibit 6**.

Communications with underwriters and title counsel have indicated that including the legal description in the Court's order could promote a quicker closing and avoid potential questions about the chain of title in an abundance of caution. As such, if the Court grants this motion, the Receiver asks the Court

include the legal description for the Property in the order. The legal description for the Property is as follows:

**LOT 45, WISHING WELL VILLAGE, MARICOPA
COUNTY, ARIZONA**

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the SEC and the SEC consents to the relief sought herein and waives any right to appeal an Order granting this Motion.

Respectfully submitted,
s/R. Max McKinley
R. Max McKinley, FBN 119556
mmckinley@guerraking.com
GUERRA KING P.A.
1408 N. Westshore Blvd., Suite 1010
Tampa, FL 33607
Tel: (813) 347-5100
Fax: (813) 347-5198

and

Katherine C. Donlon, FBN 0066941
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**Johnson, Cassidy,
Newlon & DeCort, P.A.**
3242 Henderson Blvd., Ste 210
Tampa, FL 33609
Tel: (813) 291-3300
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Attorney for the Receiver Burton W. Wiand

VERIFICATION OF THE RECEIVER

I, Burton W. Wiand, Court-Appointed Receiver in the above-styled matter, hereby certify that the information contained in this motion is true and correct to the best of my knowledge and belief.

s/ Burton W. Wiand

Burton W. Wiand, Court-Appointed Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 3, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/R. Max McKinley

R. Max McKinley, FBN 119556

EXHIBIT 1

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (hereinafter “Agreement”), is entered into this the ____ day of December, 2022, by and between Zeke’s Real Estate LLC (hereinafter, the “Buyer”) and Burton W. Wiand, Receiver for and Sole Member of 3527 West Lawrence Lane, LLC (hereinafter “Seller”, and collectively with Buyer, the “Parties”) by and through its sole member, Burton W. Wiand, court-appointed Receiver in the matter of Securities and Exchange Commission v. Brian Davison, et al., United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP (hereinafter, the “Action”).

BACKGROUND

WHEREAS, 3527 West Lawrence Lane, LLC is an Arizona limited liability company under the control of Burton W. Wiand and it is the owner of the Property located at 3527 West Lawrence Lane, Phoenix, Arizona 85051 better known as Maricopa County Property Assessor’s Parcel Id Number: 34-3N-2E. Burton W. Wiand as Receiver appointed in the afore mentioned Action is the sole member of 3527 West Lawrence Lane, LLC pursuant to the Articles of Amendment of 3527 West Lawrence Lane, LLC as well as the Order Approving the Plaintiff’s Unopposed Motion for Entry of Final Judgment Against Defendant Barry Rybicki entered in the Action (Doc. 528) on March 4, 2022.

WHEREAS, the Seller has full power and authority to market and enter into an agreement to sell the Property pursuant to an Action by Written Consent of Sole Member of 3527 West Lawrence Lane, LLC;

WHEREAS, subject to approval by the Court, compliance with the publication requirements of 28 U.S.C. § 2001(b), and the non-receipt of a Bona Fide Offer (defined below), Seller desires to sell and Buyer desires to purchase the Property pursuant to the terms and conditions set forth herein, and,

WHEREAS, the Buyer desires to purchase the Property and Seller desires to sell the Property, all on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the Parties agree as follows

AGREEMENT

1. Property: The Seller agrees to sell and convey, and Buyer agrees to purchase and pay for, all pursuant to the terms and conditions hereinafter set forth, the Property consisting of all of Seller’s right, title, and interest in and to the Property, more particularly described on Exhibit “A” attached hereto. The Property shall include all appurtenant rights, privileges, and easements, all buildings and improvements, free from all encumbrances whatsoever, except restrictions and easements of record, zoning ordinances, and taxes and assessments, both general and special, not

currently due and payable. PROPERTY SOLD “AS IS”.

2. Purchase Price & Contingencies: The Purchase Price shall be Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).

This Agreement is contingent upon (1) compliance with the publication procedures required by 28 U.S.C. § 2001(b), and (2) the non-receipt by Seller of a bona fide offer, under conditions prescribed by the Court, as described in 28 U.S.C. § 2001(b) (a “Bona Fide Offer”). Buyer understands and acknowledges that 28 U.S.C. § 2001(b) prohibits the Court’s approval and confirmation of the transaction contemplated by this Agreement if Seller receives a Bona Fide Offer. As such upon receipt of a Bona Fide Offer, Seller shall provide the Buyer with 10 days notice of such offer prior to filing a motion with the Court to approve any transaction. Buyer shall have the opportunity to make a competitive offer and the Seller agrees to recommend the acceptance of Buyer equal or better offer to the Court absent any material deficiencies in Buyer’s offer. Should the Seller or the Court determine that a Bona Fide Offer is superior to any final offer of the Buyer, Seller may terminate this agreement and the Buyer exclusive remedy for such termination is limited to the return of its Earnest Money Deposit, as defined and set forth below. If the Seller does not receive a Bona Fide Offer after compliance with the publication procedures required by 28 U.S.C. § 2001(b), this Agreement is further contingent upon Seller obtaining an Order in substantially the form as Exhibit “B” attached hereto (the “Order”) approving: (1) the sale of the Property described in Exhibit “A” to Buyer free and clear of all liens, claims, encumbrances, and restrictions as provided for in the order of the United States District Court approving this transaction and (2) Buyer’s quiet enjoyment of all assets assigned to and assumed by Buyer (collectively, the “Contingencies”).

In the event that Seller receives a Bona Fide Offer or the Court does not approve of the sale of the Property, i.e., if the Contingencies are not satisfied on or before the Closing Date, Buyer acknowledges and agrees that its sole and exclusive remedy is to seek return of the Earnest Money Deposit, as defined below, from Seller. This Agreement, when duly executed by the Parties, constitutes the express waiver in writing of any other remedy, whether legal or equitable, that may be available to the Buyer.

3. Escrow Agent and Earnest Money Deposits: WFG Title, (Paige Sterling; 602.667.1003 PSterling@wfgtitle.com 2777 E Camelback Rd #110, Phoenix, AZ 85016) shall serve as the Escrow Agent. Within three (3) business days after full execution of this Agreement by the Parties, the Buyer shall deposit the sum of Two Thousand Dollars in readily available funds as an earnest money deposit (“Earnest Money Deposit”) into the IOTA trust account of Premier Title Agency. Subsequent to the expiration or waiver of the Inspection Period outlined in this Agreement, the Earnest Money Deposit shall only be refundable if the United States District Court refuses to approve the motion for sale or if the United States District Court approves the sale of the Property to a competing bidder.

Upon the satisfaction of the contingencies relating to financing and inspection, pending approval by the Court of this transaction the Buyer may not cancel the transaction and any attempt thereto shall cause the deposit made pursuant to this contract to immediately become the

property of the Receiver.

The Earnest Money Deposit shall be credited at Closing towards the Purchase Price to be paid to Seller by Buyer for the Property under the terms of this Agreement. The terms of this Agreement shall serve as the escrow instructions for this transaction.

4. Conditions of Escrow: Seller shall, on or before the date of Closing, make reasonable efforts to obtain approval from the United States District Court, Middle District of Florida to sell the Property pursuant to the terms of this Agreement. After the satisfaction of the contingencies in this Agreement if the Buyer withdraws from this Agreement prior to the approval of the sale, or if the Court approves the sale of the Property pursuant to the terms of this Agreement and the Buyer fails to perform under this Agreement except as to any rights the Buyer may have under paragraphs 5, 8, 9 or 10, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform. In the event that the Court fails to approve this Agreement or the Buyer terminates the Agreement solely as provided for in paragraphs 5, 8, 9 or 10, this Agreement shall be null and void and of no further force and effect and neither Seller nor the Buyer shall have any further obligations hereunder to the other and the Earnest Money Deposit shall be delivered immediately to Buyer. Should Seller fail to perform any obligation under this Agreement for any other reason, the Buyer's sole remedy shall be to seek return of all funds deposited in connection with this Agreement.

5. Financing: Buyer has presented to Seller a loan approval notice from Heritage MTG dated November 25, 2022, indicating that Buyer has been approved for funding in the amount up to Four Hundred Thousand Dollars (\$400,000.00). If the Buyer fails to perform under this Agreement, the Earnest Money Deposit shall be delivered immediately to Seller as liquidated damages for Buyer's failure to perform.

6. Closing and Closing Agent: Unless extended by mutual agreement of the Parties, Closing shall take place within thirty (30) days after the United States District Court, Middle District of Florida's approval of the sale, with Buyer to provide written notice specifying the actual closing date at least three (3) business days before such closing date. All funds and documents required to be deposited hereunder shall be deposited into escrow prior to Closing. The term "Closing" as used herein shall mean the date all contingencies provided in this Agreement shall be satisfied or waived by written instrument and the date the Receiver's Deed in substantially the form as Exhibit "B" attached hereto has been recorded. Premier Title Agency shall serve as the Closing Agent.

7. Conveyance of Title: When the funds to be paid by Buyer together with all documents required to be deposited by Buyer pursuant to this Agreement have been deposited into escrow, then Seller shall deliver into escrow title to the Property. Seller will convey title via Receiver's Deed in substantially the form as Exhibit "B" attached hereto.

8. Evidence of Title, Survey and Closing Costs: Buyer, at Buyer's cost and expense, may obtain evidence of title, a title abstract, title insurance and/or a survey of the Property. At Closing, Buyer shall pay: (i) all title examination fees; (ii) survey costs or any costs

to update surveys; (iii) to update recording costs on documents necessary for Seller to clear title (to the extent such action is required); (iv) any premiums for a title insurance policy; (v) all transfer taxes payable in connection with the delivery for recording of any title transfer instrument or document by Seller provided in or contemplated by this Agreement; (vi) all charges for escrow services; (vii) all survey and appraisal costs; (viii) mortgage taxes (if any); (ix) the cost of any environmental reports; (x) all fees of the Closing Agent; and (xi) Buyer's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Buyer hereunder, including without limitation, the cost of performance by Buyer and the obligations hereunder.

At Closing, Seller shall pay: (i) Seller's legal, accounting and other professional fees and expenses and the cost of all certificates, instruments, documents and papers required to be delivered, or to cause to be delivered, by Seller hereunder, including without limitation, the cost of performance by Seller of its obligations hereunder.

Except as otherwise expressly provided for in this Agreement, Buyer shall be responsible for any and all other costs and expenses, regardless of custom or practice in the county where the Property is located, in connection with the consummation of this Agreement.

9. Condition of Premises and Inspection Period: Buyer acknowledges and agrees to purchase the property on an "As Is" "Where Is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to the suitability of the Property for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Property for any use, and without recourse, express or implied, of any type, kind, character or nature.

With prior notice to and approval from Seller, Seller does hereby grant to Buyer and its authorized agents the right, at Buyer's sole risk, cost and expense, for a period of ten (10) days (the "**Due Diligence Period**") to enter the Property to inspect, examine, and survey the Property and otherwise do that which, in the opinion of Buyer, is reasonably necessary to determine the boundaries and acreage of the Property, the suitability of the Property for the uses intended by Buyer, and to determine the physical condition of the Property. Buyer agrees to indemnify and hold Seller harmless from and against any and all liabilities, claims, losses or damages arising directly or indirectly from negligence in conducting Buyer's inspection and examination of the Property (but not from any effect upon value or marketability of the Property), and this indemnity and hold harmless provision shall survive Closing or the termination of this Agreement. Buyer shall promptly deliver to Seller copies of the results of all of Buyer's inspections, appraisals and/or examinations. If, at the conclusion of the Inspection Period, Buyer should notify Seller in writing that Buyer, for whatever reason, desires not to proceed with this purchase, this Agreement shall be deemed null and void, escrow shall be canceled, and the full Earnest Money Deposit with no deductions shall be returned to Buyer without any interference or further instruction or authorization from Seller.

10. Damage or Destruction: In the event the Property, or any portion thereof, is damaged or destroyed by fire or other cause prior to the date of transfer of title, Buyer may

declare this Agreement null and void or Buyer may complete the purchase and receive the proceeds from any insurance otherwise payable to or for the benefit of Seller with respect to such destruction, together with a credit against the purchase price for any “deductible” under such insurance. If Buyer declares this Agreement null and void due to damage or destruction as described in this Paragraph 10, the Earnest Money Deposit shall be delivered immediately to Buyer.

11. Taxes, Assessments & Utilities: Real Estate Taxes, assessments, if any, and any assessments, insurance premiums, charges, and other items attributable to the Property shall be prorated as of the date of Closing, based upon an actual three hundred and sixty-five (365) day year, as is customary. Meters for all public utilities (including water) being used on the Property shall be ordered read on the day prior to closing and all charges to said date shall be paid by Seller.

12. Real Estate Brokers: Seller and Buyer represent and warrant each to the other that they have not dealt with any real estate broker, salesperson or finder in connection with this transaction other than Edward Sprague and Mathew Rowley of Launch Real Estate. At Closing, Seller agrees to a two-percent (2%) commission to Launch Real Estate pursuant to a separate written agreement by and between Seller and Launch Real Estate. Seller also agrees to a two-percent (2%) commission to Edward Sprague, Buyer’s agent. In no event shall the total sales commission owed by the Seller exceed four percent (4%) of the Purchase Price.

13. General Provisions:

- (a) This Agreement shall be governed by the laws of Arizona.
- (b) Buyer and Seller hereby (i) agree that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP, to the exclusion of the courts of or in any other state or country, and (ii) irrevocably submit to the exclusive jurisdiction of the United States District Court, Middle District of Florida, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.
- (c) Captions of the several items of this Agreement are not a part of the context hereof and shall not be used in construing this Agreement, being intended only as aids in locating the various provisions hereof.
- (d) This Agreement shall inure to the benefit of, and be binding upon, the Buyer’s

successors and assigns, executors and administrators.

- (e) In the event that this Agreement shall terminate in accordance with the provisions hereof, and in the absence of breach, all funds and documents deposited shall be returned to the depositor thereof and neither party shall be under any further obligation to the other by reason of this Agreement.
- (f) This offer is open for acceptance by delivery of a fully executed original hereof, up to and including 5:00 p.m. EST on December 7, 2022, and shall thereafter be withdrawn without notice. This Agreement, and any notices required or permitted to be given pursuant to this Agreement, shall be in writing and sent by overnight courier, prepaid, or hand delivered, transmitted by facsimile or e-mail, delivered personally or served by certified or registered mail, return receipt requested. Any facsimile or electronic signature shall be deemed to be an original.
- (g) Notices may be delivered to Seller at the email address burt@burtonwwiandpa.com and to Buyer at the email address edsprague89@gmail.com.
- (h) This transaction is a Judicial Sale by a Receiver. This Agreement contains the entire agreement between the parties hereto and they shall not be bound by any terms, warranties or representations, oral or written, not herein contained.

BUYER

Authentisign

Zeke's Real Estate, LLC

Zeke's Real Estate, LLC

SELLER



Burton W Wiand, as Receiver, for and as sole Member of 3527 West Lawrence Lane, LLC

By: Edward Sprague

Its: Owner/Member

Date: December 07, 2022

Date: December 8, 2022

EXHIBIT A TO PURCHASE AND SALE AGREEMENT

LEGAL DESCRIPTIONS (subject to change)

3527 West Lawrence Lane, Phoenix, Arizona 85051
better known as Maricopa County Property Assessor's Parcel Id Number: 34-3N-2E

Legal Description:

Lot 45, Wishing Well Village, Maricopa County, Arizona

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

RECEIVER’S DEED

THIS INDENTURE, made as of the ____ day of _____ 2022, by and between 3527 West Lawrence Lane, LLC (hereinafter referred to as the “Grantor”), having a mailing address of 114 Turner St., Clearwater, Florida 33756, and Zeke’s Real Estate, LLC (hereinafter referred to as the “Grantee”) having an address of _____.

WITNESSETH:

That Burton W. Wiand was appointed as Receiver for the Property known as 3527 West Lawrence Lane, Glendale, Arizona 85051 better known as Maricopa County Property Assessor’s Parcel Id Number: 34-3N-2E, as hereinafter described, pursuant to that certain Order Appointing Receiver in *Securities and Exchange Commission v. Brian Davison, et al.*, United States District Court, Middle District of Florida, Tampa Division, Case No.: 8:20-cv-00325-T-35AEP. The sale having been duly approved by Order of The United States District Court, Middle District of Florida, entered _____, 2022 (hereinafter referred to as the “Order” and attached hereto as Exhibit 1 and incorporated herein by this reference).

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor’s right, title and interest in and to all that certain tract or parcel of land lying and being in Maricopa County, Arizona, being more particularly described in Exhibit 2 attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held by Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed this Receiver’s Deed, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness signature

Burton W Wiand as Receiver for and sole Member of 3527 West Lawrence Lane, LLC

Printed name

Witness signature

Printed name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022,
by Burton W. Wiand as Receiver for and sole Member of 3527 West Lawrence Lane, LLC

Notary Public

Print Name: _____

My Commission Expires: _____

Personally Known _____ (OR) Produced Identification _____

Type of identification produced _____

EXHIBIT 1 TO RECEIVER’S DEED

COURT ORDER

**IN THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA (TAMPA)**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-325-T-35MRM

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

Defendants,

and

128 E. DAVIS BLVD., LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, 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;
ILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC.

Relief Defendants.

_____ /

ORDER

Before the Court is the Receiver's Unopposed Verified Motion for Approval of Private Sale of Real Property Located in Maricopa County, Arizona – Specifically, 3527 West Lawrence Lane, Phoenix, Arizona 85051 better known as Maricopa County Property Assessor's Parcel Id Number: 34-3N-2E; (the "Motion") (Dkt. ____). Upon due consideration of the Receiver's powers as set forth in the Order Granting Emergency Ex Parte Motion for Temporary Restraining Order, Asset Freeze, and Other Injunctive Relief entered February 14, 2020 (Doc 10) and in the Order Granting Plaintiff's Emergency Ex Parte Motion for Appointment of Receiver and Memorandum of Law entered February 14, 2020, and applicable law, it is **ORDERED AND ADJUDGED** that the Motion is **GRANTED**.

The sale of the real property located at 3527 West Lawrence Lane, Phoenix, Arizona 85051, better known as Maricopa County Property Assessor's Parcel Id Number: 34-3N-2E; pursuant to the Purchase and Sale Agreement attached as Exhibit ____ to the Motion, is hereby **APPROVED**. The Court finds the sale commercially reasonable, fair and equitable, and in the best interests of the Receivership Estate.

The Receiver is hereby directed to transfer free and clear of all claims, liens, and encumbrances to Zeke's Real Estate, LLC, by way of a Receiver's Deed, pursuant to Purchase and Sale Agreement, title to the real property located in Maricopa County, Arizona.

DONE and **ORDERED** in chambers in Tampa, Florida this ____ day of _____ 2022.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:

Counsel of Record

EXHIBIT 2 TO RECEIVER'S DEED

LEGAL DESCRIPTIONS (subject to change)

3527 West Lawrence Lane, Phoenix, Arizona 85051
better known as Maricopa County Property Assessor's Parcel Id Number: 34-3N-2E

Legal Description:

Lot 45, Wishing Well Village, Maricopa County, Arizona

EXHIBIT 2



Date: December 21st, 2022

Broker Property Summary Opinion

Subject Property: 3527 W. Lawrence Ln. Phoenix AZ. 85051

Property Type: Single Family Detached, 1 story, 4 bedrooms, 2 baths, 1,800sqft.

Neighborhood / City

The median home value (including condos) in this zip code is \$108,000 with a median household income of \$38,415. The 85051 zip code of Phoenix is a much lower value area than the rest of Phoenix. This area is known for a high crime rate, homeless and generally below the poverty level compared to the rest of the city.

Value Estimation

Lawrence Ln has a fair amount of deferred maintenance and would be considered to be in very bad shape. The average sales price in the area for a nicely renovated home is \$330,000 to \$365,000. The average price for a home that is in similar condition to 3527 W Lawrence Ln is \$250,000 to \$265,000. The average days on market is 36.

The most direct comp to Lawrence Ln is 4107 W North Ln. These properties are in similar condition and are very near one another. North Ln. sold for. \$265,000.

Market: \$265,000 to \$275,000. Phoenix since its peak has seen a dramatic increase in inventory from our lows as well as very quick, and large increases in mortgage rates. This has had an impact on affordability of many.

Investor: \$225,000-245,000. This is also a very popular neighborhood for investors to pick up rental properties, or fix and flips. Investor pricing is lower for a number of reasons, properties could be in poor condition that the average consumer would turn

down, or they pay wholesale prices and the owner is not having to pay real estate fees or the worry of preparing and putting the house on the market. This is a very popular option for a lot of sellers because of the ease of the transaction.

Prepared by:

DocuSigned by:


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Michael Steck

480-298-2339

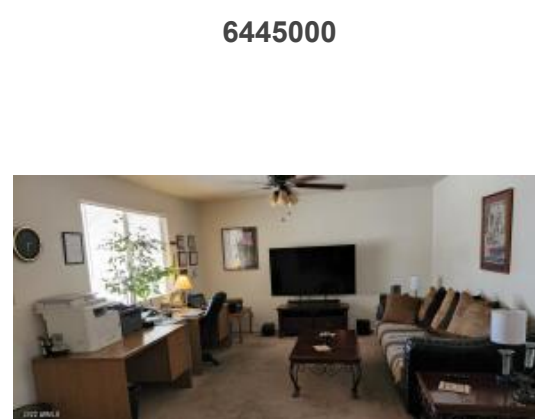
Mike@retsy.com

Comparable Properties

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Mike Steck
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6478814
4107 W NORTH LN
Phoenix AZ



6445000
4009 W EL CAMINO DR
Phoenix AZ



6473831
3340 W DESERT COVE AVE
Phoenix AZ

	6478814	6445000	6473831
List Price	\$278,000	\$314,900	\$300,000
Original List Price	\$299,000	\$369,000	\$300,000
Sold Price	\$262,000	\$309,500	\$305,000
Status	Closed	Closed	Closed
Status Date	11/23/2022	10/25/2022	12/01/2022
Agent Days on Market	36	57	15
Cumulative Days on Market	36	55	8
# Bedrooms	4	3	3
# Bathrooms	2	2	1.75
Approx SQFT	1,787	1,557	1,750
Approx Lot SqFt	5,702	7,018	6,049
Year Built	1975	1965	1969
Parking Spaces: Garage Spaces	0.00	0.00	0.00
Pool - Private			
Price	\$262,000	\$309,500	\$305,000

Price Analysis

List, Sold and Adjusted Prices



Low, Average, Median, and High Sold Prices



Summary of Closed Listings

MLS #	Address	List Price	ADOM	CDOM	Encoded Features	Approx SQFT	Price per Approx SQFT	Sold Date	Sold Price	Total Adjusts	Adjusted Price
6478814	4107 W NORTH LN, Phoenix AZ	\$278,000	36	36	42FRD2C	1,787	\$146.61	11/22/2022	\$262,000	-	\$262,000
6445000	4009 W EL CAMINO DR, Phoenix AZ	\$314,900	57	55	32FRO2S	1,557	\$198.78	10/24/2022	\$309,500	-	\$309,500
6473831	3340 W DESERT COVE AVE, Phoenix AZ	\$300,000	15	8	31.75RXO2S	1,750	\$174.29	11/30/2022	\$305,000	-	\$305,000

Low, Average, Median, and High Comparisons

	Closed	Overall
Low	\$262,000	\$262,000
Average	\$292,167	\$292,167
Median	\$305,000	\$305,000
High	\$309,500	\$309,500

Overall Market Analysis (Unadjusted)

Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Avg. Sale/List Price	Avg. Approx SQFT	Avg. List \$/Approx SQFT	Avg. Sold \$/Approx SQFT	Avg. ADOM	Avg. CDOM
Closed	3	892,900	297,633	876,500	292,167	0.98	1,698	176.41	173.23	36	33
Overall	3	892,900	297,633	876,500	292,167	0.98	1,698	176.41	173.23	36	33

EXHIBIT 3



Broker Property Opinion

**Property Type: Single Family Detached, 1 story, 3 bedrooms,
2 bath 1,800SF**

Subject Property: 3527 W LAWRENCE LN, Phoenix, AZ 85051

The property is out of date and has an extreme amount of distress and deferred maintenance. In my opinion the property is a large remodel for only an experienced investor.


Market Value Estimation:

In my professional opinion the property is worth between \$250,000 to \$270,000. The comparables suggest the home is worth \$270,000

Contract Price: \$275,000

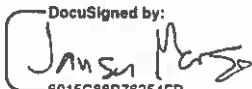
The contract price is a very attractive value for this property, which needs atleast \$30,000 worth of work just to make it livable and \$80,000+ for a flipper to make it remotely attractive to an end user.

**Comparables (Analysis attached):
4114 W DUNLAP AVE, Phoenix, AZ 85051**

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6725 N 27TH AVE, Phoenix, AZ 85017
3238 W ROSE LN, Phoenix, AZ 85017
4028 W SWEETWATER AVE, Phoenix, AZ 85029
15028 N 35TH AVE, Phoenix, AZ 85053
4107 W NORTH LN, Phoenix, AZ 85051
1937 W Northview AVE, Phoenix, AZ 85021



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12/23/2022

Jaysen Morse
Realtor, North&Co.

Comparable Properties

6432224



6725 N 27TH AVE
Phoenix AZ

6419945



4114 W DUNLAP AVE
Phoenix AZ

6421449



3238 W ROSE LN
Phoenix AZ

List Price	\$274,900	\$350,000	\$340,000
Original List Price	\$274,900	\$350,000	\$340,000
Sold Price	\$250,000	\$250,500	\$250,000
Status	Closed	Closed	Closed
Status Date	08/06/2022	10/08/2022	07/30/2022
Agent Days on Market	19	7	38
Cumulative Days on Market	19	7	38
# Bedrooms	3	3	3
# Bathrooms	2	2	1.75
Approx SQFT	1,330	1,808	1,708
Approx Lot SqFt	8,442	7,497	7,013
Year Built	1960	1969	1956
Price	\$250,000	\$250,500	\$250,000

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Jansen M...
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6478405



15028 N 35TH AVE
Phoenix AZ

6481525



4028 W SWEETWATER AVE
Phoenix AZ

6478814

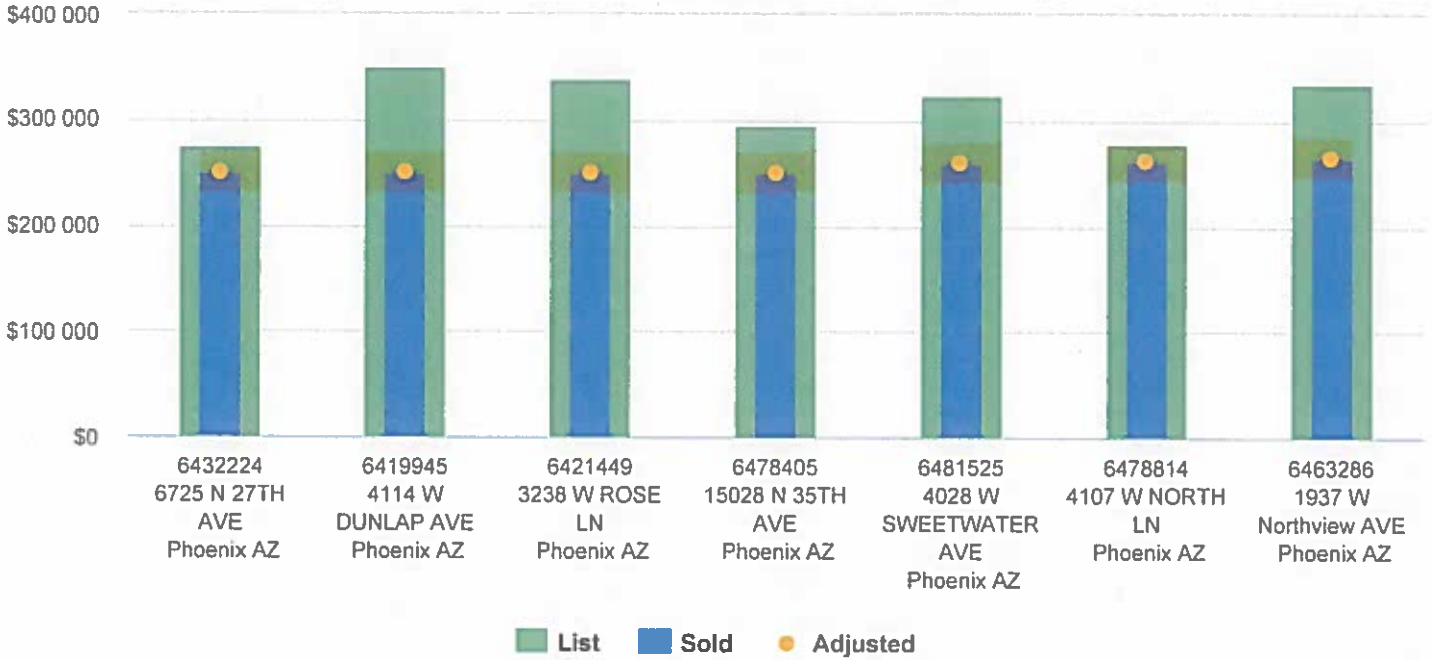


4107 W NORTH LN
Phoenix AZ

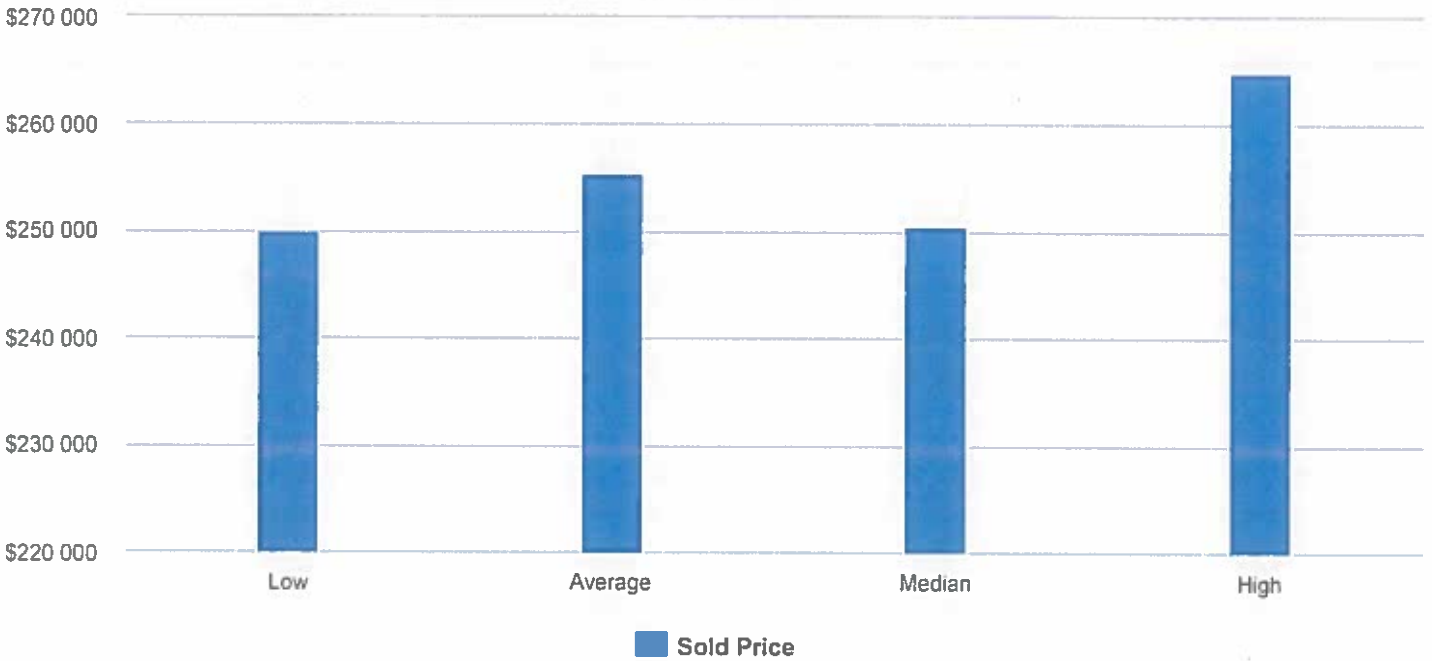
List Price	\$294,900	\$325,000	\$278,000
Original List Price	\$314,900	\$345,000	\$299,000
Sold Price	\$250,000	\$260,000	\$262,000
Status	Closed	Closed	Closed
Status Date	11/16/2022	12/13/2022	11/23/2022
Agent Days on Market	20	45	36
Cumulative Days on Market	20	44	36
# Bedrooms	4	3	4
# Bathrooms	2	2	2
Approx SQFT	2,001	1,442	1,787
Approx Lot SqFt	8,022	8,829	5,702
Year Built	1972	1979	1975
Price	\$250,000	\$260,000	\$262,000

Price Analysis

List, Sold and Adjusted Prices Closed Listings



Low, Average, Median, and High Sold Prices Closed Listings



6463286



1937 W Northview AVE
Phoenix AZ

List Price	\$335,000		
Original List Price	\$350,000		
Sold Price	\$265,000		
Status	Closed		
Status Date	10/21/2022		
Agent Days on Market	38	undefined	undefined
Cumulative Days on Market	38	undefined	undefined
# Bedrooms	3		
# Bathrooms	2.5		
Approx SQFT	1,931		
Approx Lot SqFt	8,164		
Year Built	1960		
Price	\$265,000		

Summary of Closed Listings

MLS #	Address	List Price	ADOM	CDOM	Encoded Features	Price per		Sold Date	Sold Price	Total Adjusts	Adjusted Price
						Approx SQFT	Approx SQFT				
6432224	6725 N 27TH AVE, Phoenix AZ	\$274,900	19	19	32RD2G2S	1,330	\$187.97	08/05/2022	\$250,000	-	\$250,000
6419945	4114 W DUNLAP AVE, Phoenix AZ	\$350,000	7	7	32FRDX2G2S	1,808	\$138.55	10/07/2022	\$250,500	-	\$250,500
6421449	3238 W ROSE LN, Phoenix AZ	\$340,000	38	38	31.75FRD2C2S	1,708	\$146.37	07/29/2022	\$250,000	-	\$250,000
6478405	15028 N 35TH AVE, Phoenix AZ	\$294,900	20	20	42BX2G2S	2,001	\$124.94	11/15/2022	\$250,000	-	\$250,000
6481525	4028 W SWEETWATER AVE, Phoenix AZ	\$325,000	45	44	32RP2G2S	1,442	\$180.31	12/12/2022	\$260,000	-	\$260,000
6478814	4107 W NORTH LN, Phoenix AZ	\$278,000	36	36	42FRD2C	1,787	\$146.61	11/22/2022	\$262,000	-	\$262,000
6463286	1937 W Northview AVE, Phoenix AZ	\$335,000	38	38	32.5BXP2S	1,931	\$137.23	10/20/2022	\$265,000	-	\$265,000

Low, Average, Median, and High Comparisons

	Closed	Overall
Low	\$250,000	\$250,000
Average	\$255,357	\$255,357
Median	\$250,500	\$250,500
High	\$265,000	\$265,000

Overall Market Analysis (Unadjusted)

Status	#	List Vol.	Avg. List Price	Sold Vol.	Avg. Sold Price	Avg. Sale/List Price	Avg. Approx SQFT	Avg. List \$/Approx SQFT	Avg. Sold \$/Approx SQFT	Avg. ADOM	Avg. CDOM
Closed	7	2,197,800	313,971	1,787,500	255,357	0.82	1,715	185.88	151.71	29	29
Overall	7	2,197,800	313,971	1,787,500	255,357	0.82	1,715	185.88	151.71	29	29

EXHIBIT 4



Date: December 22nd, 2022

SUBJECT PROPERTY: 3527 W. Lawrence Lane, Phoenix AZ 85051

PROPERTY TYPE: Single Family Detached, 1 Stories, 4 Bedrooms, 2 Baths, 1,800 sqft

COMPARABLES:

1. 8617 N. 31ST Avenue , Phoenix AZ 85051.
Closed 10/25/2022 @ \$275,000

2. 4243 W. Tuckey Lane, Phoenix AZ 85019
Closed 8/31/2022 @ 270,000

3. 6743 N. 33RD Avenue, Phoenix AZ 85017 .
Closed 10/11/2022 @ \$270,000

4. 3535 W. Palmaritas Drive, Phoenix AZ 85051
Closed 8/11/2022 @ \$270,000

5. 1937 W. Northview Avenue , Phoenix AZ 85021
Closed 10/21/2022 @ \$265,000

6. 6701 n. 26TH Drive, Phoenix AZ 85017

Closed 12/05/2022 @ \$265,000

VALUE ESTIMATION FOR LAWRENCE LANE: \$270,000

CASH INVESTOR ESTIMATE FOR LAWRENCE LANE: \$200,000 - \$230,000

RETAIL MARKET: This home is in really bad shape & presents a lot of problems for the buyer picking it up. I would estimate the retail market for such a home would be in the range of \$260,000- \$275,000

Cash investors would be valuing this house at a much lower rate in order to be able to flip it and actual profit from it. I believe that investor price would be in the range of \$200,000 - \$230,000. The fact that this home is missing piping, drywall, appliances makes me believe this is much more geared to an investor that's able to handle a project of this magnitude.

RENO PACCIONI

Real Estate Agent, Dwellings Realty Group

602-384-1831

16412 N 92nd St #115, Scottsdale, AZ 85260

Reno Paccioni

12/22/2022

Comparable Properties

6428964



8617 N 31st AVE
Phoenix AZ

6449594



4243 W TUCKEY LN
Phoenix AZ

6448262



6743 N 33RD AVE
Phoenix AZ

List Price	\$285,000	\$280,000	\$275,000
Original List Price	\$299,000	\$280,000	\$299,900
Sold Price	\$275,000	\$270,000	\$270,000
Status	Closed	Closed	Closed
Status Date	10/25/2022	08/31/2022	10/11/2022
Agent Days on Market	39	19	55
Cumulative Days on Market	39	18	55
# Bedrooms	3	3	3
# Bathrooms	1.5	1.75	1
Approx SQFT	1,176	1,423	1,262
Approx Lot SqFt	6,303	6,909	6,003
Year Built	1954	1961	1954
Price	\$275,000	\$270,000	\$270,000

Reno Paccial 12/22/2022

6430356

6463286

6469860



**3535 W LAS PALMARITAS DR
Phoenix AZ**

**1937 W Northview AVE
Phoenix AZ**

**6701 N 26TH DR
Phoenix AZ**

List Price	\$345,000	\$335,000	\$289,900
Original List Price	\$345,000	\$350,000	\$299,900
Sold Price	\$270,000	\$265,000	\$265,000
Status	Closed	Closed	Closed
Status Date	08/11/2022	10/21/2022	12/05/2022
Agent Days on Market	1	38	48
Cumulative Days on Market	1	38	48
# Bedrooms	3	3	3
# Bathrooms	1.75	2.5	2
Approx SQFT	1,461	1,931	1,496
Approx Lot SqFt	5,718	8,164	6,686
Year Built	1962	1960	1959
Price	\$270,000	\$265,000	\$265,000

Price Analysis

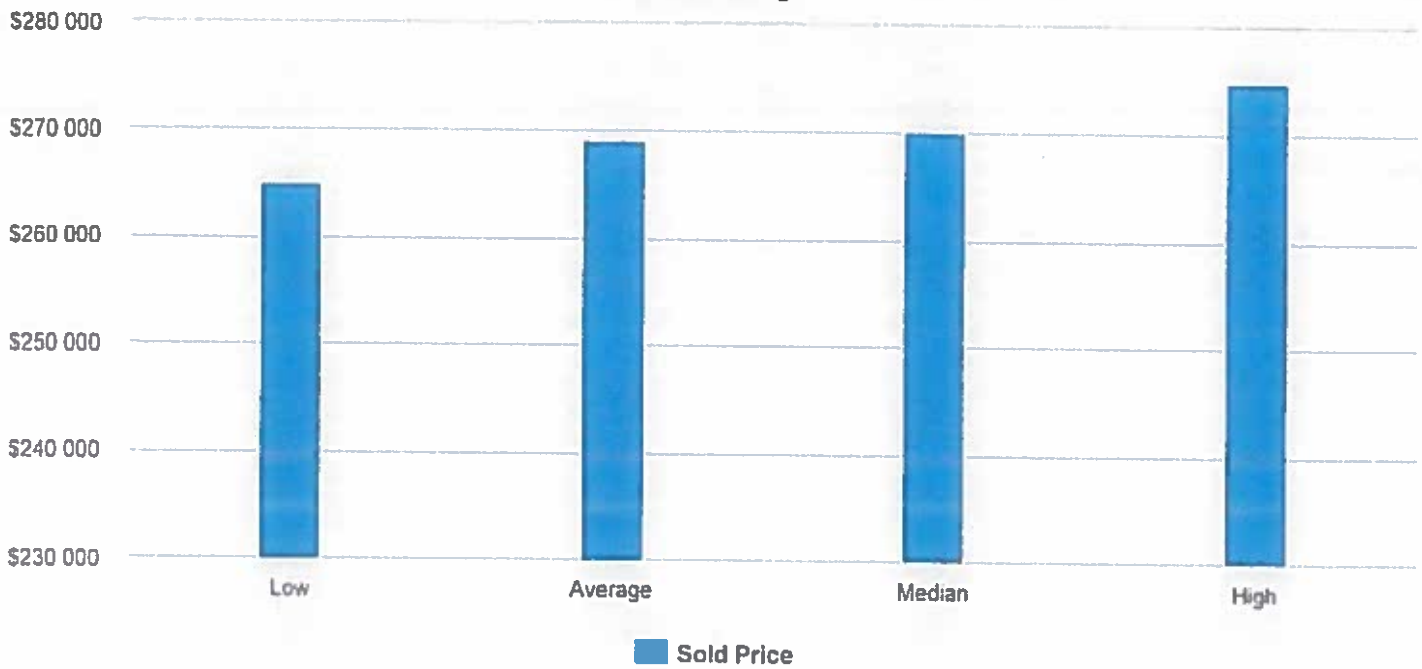
List, Sold and Adjusted Prices

Closed Listings



Low, Average, Median, and High Sold Prices

Closed Listings



MLS #	Address	List Price	ADOM	CDOM	Encoded Features	Approx SQFT	Price per		Sold Date	Sold Price	Total Adjusts	Adjusted Price
							Approx SQFT	Approx SQFT				
6428964	8617 N 31st AVE, Phoenix AZ	\$285,000	39	39	31.5FR1C2S	1,176	\$233.84		10/24/2022	\$275,000	-	\$275,000
6449594	4243 W TUCKEY LN, Phoenix AZ	\$280,000	19	18	31.75FRPO2C2S	1,423	\$189.74		08/29/2022	\$270,000	-	\$270,000
6448262	6743 N 33RD AVE, Phoenix AZ	\$275,000	55	55	31FR1C1S	1,262	\$213.95		10/11/2022	\$270,000	-	\$270,000
6430356	3535 W LAS PALMARITAS DR, Phoenix AZ	\$345,000	1	1	31.75B1C1S	1,461	\$184.80		08/10/2022	\$270,000	-	\$270,000
6463286	1937 W Northview AVE, Phoenix AZ	\$335,000	38	38	32.5BXP2S	1,931	\$137.23		10/20/2022	\$265,000	-	\$265,000
6469860	6701 N 26TH DR, Phoenix AZ	\$289,900	48	48	32FRXO3G	1,496	\$177.14		12/02/2022	\$265,000	-	\$265,000

Low, Average, Median, and High Comparisons

	Closed	Overall
Low	\$265,000	\$265,000
Average	\$269,167	\$269,167
Median	\$270,000	\$270,000
High	\$275,000	\$275,000

Overall Market Analysis (Unadjusted)

Status #	List Vol.	Avg. List		Avg. Sold Price	Avg. Sale/List Price	Avg. Approx SQFT	Avg. List \$/Approx SQFT		Avg. Sold \$/Approx SQFT		Avg. ADOM	Avg. CDOM
		Price	Sold Vol.					SQFT		SQFT		
Closed	6	1,809,900	301,650	1,615,000	269,167	0.90	1,458	210.07	189.45	33	33	
Overall	6	1,809,900	301,650	1,615,000	269,167	0.90	1,458	210.07	189.45	33	33	

EXHIBIT 5

NOTICE OF SALE

3572 West Lawrence Lane,
Phoenix, AZ 85051

LEGAL NOTICE: Pursuant to 28 U.S.C. § 2001, Burton W. Wiand, as the Court-appointed Receiver in SECURITIES AND EXCHANGE COMMISSION V. BRIAN DAVISON, et al., CASE NO. 8:20-CV-325-T-35MRM (M.D. Fla.), will conduct a private sale of the property located at 3527 West Lawrence Lane, Phoenix, Arizona 85051 to Zeke's Real Estate LLC for \$275,000. The sale is subject to approval by the U.S. District Court. Pursuant to 28 U.S.C. § 2001, bona fide offers that exceed the sale price by 10% must be submitted to the Receiver within 10 days of the publication of this notice. All offers or inquiries regarding the property or its sale should be made to the Receiver at 114 Turner St. Clearwater, FL 33756. Telephone: (727) 235-6769. Email: Burt@BurtonWWiandPA.com.

EXHIBIT 6

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

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No. 8:20-cv-00325-MSS-MRM

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

Defendants, and

128 E. DAVIS BLVD, LLC, et al.,

Relief Defendants.

ORDER

THIS CAUSE comes before the Court for consideration of the Receiver’s Verified Unopposed Motion to Approve Private Sale of Real Property — 3527 West Lawrence Lane, Phoenix, Arizona, (the “Property”). (Dkt. __) At the request of the Securities and Exchange Commission (“SEC”), the Court appointed the Receiver on February 14, 2020 and directed him, in relevant part, to “[t]ake immediate possession of all property, assets and estates of every kind of the Corporate Defendants and Relief Defendants,” which includes “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.” (Dkt. 11)

The Receiver requests that the Court approve the sale of the Property to Zeke’s Real Estate LLC. (Dkt. ___) The SEC consents to the relief sought in the Motion and waives any right to appeal an Order granting this Motion. (Id. at ___) The Receiver provided the Purchase and Sale Agreement for the Court’s review. (Dkt. ___)

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

1. The Receiver’s Motion, (Dkt. ___), is **GRANTED**.
2. Transfer of title to the Property located at 3527 West Lawrence Lane, Phoenix, Arizona, 85051, better known as Maricopa County Property Assessor’s Parcel ID number 34-3N-2E to Zeke’s Real Estate LLC is **APPROVED**. The Property’s legal descriptions is as follows:

LOT 45, WISHING WELL VILLAGE, MARICOPA COUNTY, ARIZONA

3. Said transfer shall be free of any and all liens and encumbrances.

DONE and ORDERED in Tampa, Florida, this __ day of _____ 20__.

MARY S. SCRIVEN
UNITED STATES DISTRICT JUDGE

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Counsel of Record