

**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

FEDERAL TRADE COMMISSION  
and STATE OF GEORGIA,

Plaintiffs,

v.

LAPTOP & DESKTOP REPAIR, LLC,  
a Nevada limited liability company, also  
d/b/a cashforiphones.com,  
cashforlaptops.com, ecyclebest.com,  
smartphonetraders.com, sell-your-  
cell.com; and VADIM OLEGOVICH  
KRUCHININ, also a/k/a Vadim  
Kruchin, David Kruchin, David Vadim  
Kruchin, Dave Kruch, as the owner and  
an officer of Defendant Laptop &  
Desktop Repair, LLC,

Defendants.

Case No. 1:16-CV-3591-AT

**ORDER GRANTING RECEIVER'S MOTION FOR APPROVAL OF  
PRIVATE SALE OF REAL AND PERSONAL PROPERTY**

This matter is before the Court on the Receiver's Motion for Approval of Private Sale of Real and Personal Property filed on April 4, 2017 (the "Motion to Sell") (ECF No. 36). The Motion to Sell seeks to sell certain real estate located at

84 Coney Island Drive, Sparks, Nevada which was the Receivership Defendant's primary place of business (the "Coney Island Drive Building") and, with certain specified exceptions, all of the business assets of the Receivership Defendant located in the Coney Island Drive Building (the "LDR Business Assets").

The Plaintiffs in this case, the State of Georgia and the Federal Trade Commission (the "FTC"), do not oppose the relief sought in the Motion. The Defendants have not filed any opposition to the Motion.

This Court has considered the Motion to Sell, and the attached Declaration of Scott Askue (the "Askue Dec."), the exhibits attached thereto, the Memorandum of Law in Support of the Sale Motion (the "Memorandum") (ECF No. 37) filed in support thereof and the arguments of counsel for the Receiver and finds that:

1. This Court has jurisdiction over the subject matter of this case and there is good cause to believe it has jurisdiction over the parties;

2. This Court is proper venue for this case.

3. This Court initially appointed Hays Financial Consulting LLC and S. Gregory Hays as the Receiver herein (the "Receiver"), pursuant to the Temporary Restraining Order [ECF No. 9] entered on September 26, 2016. This Court appointed the Receiver for the business activities of the receivership defendant

Laptop & Desktop Repair, LLC (“Receivership Defendant”). The Court reappointed the Receiver as the Receiver for the Receivership Defendant in the Preliminary Injunction.

4. On November 17, 2016, this Court entered an Order (“First Order Expanding Receivership”) (ECF No. 28) granting the Receiver’s Motion to Expand Receivership filed on November 3, 2016 (ECF No. 23). The First Order Expanding Receivership added the Coney Island Drive Building to the Receivership established in this Case.

5. Prior to the filing of this action, the Defendants conducted their business from the Coney Island Drive Building and the LDR Business Assets are housed at the building.

6. Subject to approval from this Court, the Receiver has entered into a Real Estate Sales Agreement with AN Jadhavji Investments, LLC (the “Real Estate Agreement”) which provides that the Receiver shall sell the Coney Island Drive Building for a purchase price of \$1,400,000. The Real Estate Agreement provides for a deposit of \$90,000 which has been paid to the Receiver and there is no requirement to pay any commissions or finders fees in connection with such sale.

7. The Receiver has submitted both a recent appraisal and the opinions of three separate commercial real estate brokers in the Reno, Nevada area that

indicate that the Receiver should expect to list the Coney Island Drive Building for sale at \$1,600,000 with the expectation that it would sell for between \$1,300,000 and \$1,500,000. (Askue Dec. at Paragraphs 4 – 6).

8. By obtaining a sale price of \$1,400,000 without the requirement of paying a broker commission, the Receiver has obtained fair market value for the Coney Island Drive Building.

9. Based on information currently available to the Receiver, the Coney Island Drive Building is currently encumbered by approximately \$950,000 in valid liens. The Receiver proposes to satisfy all of these liens at closing in order to provide clear title to the purchaser. After the sale, the Receivership Estate will receive approximately \$400,000 which the Receiver proposes to hold pending further order of this Court.

10. Subject to approval from this Court, the Receiver has entered into an Asset Purchase Agreement with Pulse Recycling (the “APA”) pursuant to which the Receiver will sell certain of the LDR Business Assets to Pulse for \$200,000. The APA requires a deposit of \$25,000 which has been paid to the Receiver.

11. With respect to the LDR Business Assets, based on the information obtained by the Receiver concerning the LDR Business Assets as set forth in the Askue Declaration, the Receiver broadly offered the opportunity for interested

buyers and for the affected lenders to inspect and make offers for the LDR Business Assets. (Askue Dec. at Paragraphs 7 – 10).

12. The offer from Pulse was the highest and best offer received. By obtaining a sale price of \$200,000, the Receiver has obtained fair market value for the LDR Business Assets.

13. The Receiver proposes to pay the entire sale proceeds from the sale of the LDR Business Assets to Western Alliance Bank in full and final satisfaction of its liens and claims against the LDR Business Assets. The Receiver will retain any other assets, cash or property of the Receivership Defendant in which Western Alliance Bank may assert a lien or security interest free and clear of any such lien or security interest.

14. The private sale of the Coney Island Drive Building and the LDR Business Assets pursuant to the terms and conditions set forth in the Motion to Sell are just and proper under the circumstances of this Case; are necessary for the Receiver to discharge the duties and obligations assigned to the Receiver by this Court and the Receiver has complied with the requirements necessary for a private sale of the Coney Island Drive Building and LDR Business Assets.

15. The Motion to Sell was served upon Defendant David Kruchinin at his last known address and was also served upon the parties asserting liens or

claims against the Coney Island Drive Building and LDR Business Assets.

16. No opposition has been filed to the Motion to Sell.

17. Due and adequate notice of the Motion to Sell has been provided to the Defendants.

ACCORDINGLY, and for good cause shown, it is hereby

ORDERED, that the Motion to Sell is GRANTED; and it is

FURTHER ORDERED, that the Court approves the private sale of the Coney Island Drive Building for \$1,400,000 pursuant to the terms and conditions of the Real Estate Agreement and further authorizes the Receiver to take all actions necessary to effectuate and close this sale and to execute and deliver such other and further documents as may be required to fully effectuate and close the private sale of the Coney Island Drive Building pursuant to the Real Estate Agreement; and it is

FURTHER ORDERED, that the Court approves the private sale of the LDR Business Assets for \$200,000 pursuant to the terms and conditions of the APA and authorizes the Receiver to take all actions necessary to effectuate and close this sale and to execute and deliver such other and

further documents as may be required to fully effectuate and close the private sale of the LDR Business Assets pursuant to the APA; and it is

FURTHER ORDERED, that the Receiver is authorized to pay the valid, pending liens against the Coney Island Drive Building from the proceeds of the sale of the Coney Island Drive Building and to take all actions necessary to effectuate the release of valid, pending liens and to execute and deliver documents as may be required to fully effectuate the release of any valid, pending liens; and it is

FURTHER ORDERED, that the Receiver is authorized to make a distribution of \$200,000 to Western Alliance Bank from the proceeds of the sale of the LDR Business Assets in full and final satisfaction of any liens it may have against the LDR Business Assets and to take all actions necessary to effectuate the release of the Western Alliance lien and to execute and deliver documents as may be required to fully effectuate the release of the Western Alliance Bank lien; and it is

FURTHER ORDERED, that the with the exception of the liens to be paid as set forth in the Motion to Sell, the sale of the Coney Island Drive Building and the LDR Business Assets is free and clear of all liens and

claims and that neither AN Jadhavji Investments, LLC nor Pulse Recycling, nor their respective affiliates, officers, directors, successors or assigns, shall have any obligation for any liabilities of any of the Defendants herein except as expressly set forth in the Real Estate Agreement and APA, respectively; and it is

FINALLY ORDERED, that within ten (10) days of the closing of the private sales authorized herein, the Receiver shall file a Report of Sale with this Court reporting to this Court all amounts received, disbursed and held by the Receiver in connection with such sales; and it is

**IT IS SO ORDERED** this 2nd day of May, 2017.

  
**Amy Totenberg**  
**United States District Judge**