

DOCKET NO: FBT-CV22-6112353-S

AZURE ASSETS, LLC

V.

IVG CONSULTING, LLC

OFFICE OF THE CLERK  
SUPERIOR COURT

2024 APR 15 P 2:17

JUDICIAL DISTRICT  
OF BRIDGEPORT

SUPERIOR COURT

J.D. OF BRIDGEPORT

AT BRIDGEPORT

APRIL 15, 2024

**MEMORANDUM OF DECISION**

The above-captioned matter was tried before the undersigned on January 25, 2024. The plaintiff was represented by Attorney Jeffrey Hellman, and the defendant was represented by Attorney John Harness.

The plaintiff is a limited liability company organized under the laws of the state of South Dakota. The defendant is a limited liability company organized under the laws of the state of Delaware.

On July 23, 2018, the plaintiff loaned \$300,000 to the defendant. The loan was memorialized by a loan agreement and promissory note. On August 9, 2018, the plaintiff loaned an additional \$100,000 to the defendant, also memorialized by a loan agreement and promissory note. Both agreements are governed by South Dakota law.

The first loan was initially due on October 23, 2018. The second loan was initially due on November 9, 2018. Via a series of agreements, the parties extended the due dates to, ultimately, February 1, 2020 and August 1, 2020. Neither loan has been paid. In addition, the terms of the loan agreement permit the awarding of attorney's fees and costs to the plaintiff.

At trial, Ilya Gusinski, Azure's manager of assets, admitted that the loans have not been paid.

4/15/24: JDNO sent. Notice to RJD.  
*Jan Larson* Asst. Clerk

Based on the foregoing, the undersigned finds that the plaintiff has proven by a preponderance of the evidence that the loans have not been paid, and that the defendant has defaulted on the loans.

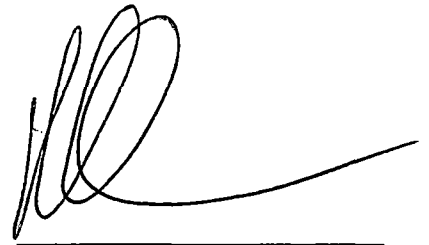
The undersigned awards the plaintiff damages as follows:

Loan Principals Due and in Default:	\$400,000.00
Interest on First Loan:	\$95,138.28
Interest on the Second Loan:	\$31,433.28

The undersigned declines to award punitive damages or attorney's fees.

TOTAL DAMAGES:	\$526,571.56
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Judgment may enter against the defendant in accordance with these findings.



GOULD, J.