

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

COMMODITY FUTURES TRADING
COMMISSION,

Case No. 8:19-CV-886-T-33SPF

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P MONTIE III;
FRANCISCO "FRANK" L. DURAN; and
JOHN J. HAAS,

Defendants;

and

MAINSTREAM FUND SERVICES, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF THE
LION FITNESS, LLC; 444 GULF OF
MEXICO DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922 LACANTERA
CIRCLE, LLC; 13318 LOST KEY PLACE,
LLC; and 4 OAKS LLC,

Relief Defendants.

THE RECEIVER'S SECOND INTERIM REPORT

Receivership Information and Activity from June 15, 2019 through September 30, 2019.

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INTRODUCTION

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**” and the “**Receivership**” or “**Receivership Estate**”), files this Second Interim Report to inform the Court, investors, creditors, and others interested in this Receivership of activities to date as well as the Receiver’s proposed course of action. The Receiver has established an informational website, www.oasisreceivership.com, which he has updated periodically. The Receiver will continue to update the website regarding the Receiver’s most significant actions, important Court filings, and other items that might be of interest to the public. This Second Interim Report, as well as all previous and subsequent reports, will be posted on the website.¹

Overview of Significant Activities During this Reporting Period

During the time covered by this Second Interim Report, the Receiver and his professionals engaged in the following significant activities:

- Entered into an agreement to sell 444 Gulf of Mexico Drive #3 in Longboat Key, Florida for **\$2,100,000** (pending due diligence and Court-approval);
- Listed an additional nine properties for sale through Coldwell Banker² for a total of approximately **\$8,500,000** (gross of closing costs, commissions, expenses, mortgages, liens, *etc.*);
- Entered into an agreement with the United States Marshals Service and the Federal Bureau of Investigation to take custody of and liquidate approximately

¹ As directed by the Court, the Receiver will submit his next interim report and subsequent reports within thirty days after the end of each calendar quarter. Where possible, the Receiver has also included information about events occurring between September 30, 2019 (the end of the reporting period) and the date of this filing.

² See www.oasisreceivership.com/assets-for-sale; see also *infra* § III.C.

1,100 pounds of gold and silver (the value of which varies depending on market prices; mostly silver by weight);

- Entered into an agreement to auction (at a deeply discounted commission) several luxury vehicles valued at approximately **\$470,000** (gross of liens and expenses);
- Entered into an agreement with a management company to rent 6300 Midnight Pass Road, No. 1002 in Sarasota, Florida for approximately **\$2,000 per week** until it is sold (guests have already begun making reservations);
- Obtained a deed in lieu of foreclosure on a **\$215,000** mortgage regarding 16804 Vardon Terrace #307, Lakewood Ranch, FL 34211 to further secure that property and to avoid litigation;
- Recovered **\$30,000** from the Longboat Key Club from a tennis membership purchased by defendant Michael DaCorta's wife;
- Transferred an additional **\$256,583.84** from frozen bank accounts to the Receivership Account (as defined below);
- Collected approximately **\$53,000** in interest income on seized funds;
- Sold miscellaneous personal property for approximately **\$19,500**;
- Served subpoenas on **15 individuals and entities** (in addition to serving the order appointing the Receiver and freezing the assets of the defendants and relief defendants on at least **78 additional individuals and entities**) to obtain documents necessary for the claims process and to begin anticipated litigation;
- Coordinated the release of approximately **42 terabytes** of electronically stored information and forensic images from the Federal Bureau of Investigation and Department of Justice;
- Obtained Court-approval of foreign special counsel and executed corporate documents to take legal control (in addition to the powers conferred by the orders appointing the Receiver) of Oasis Global FX, S.A. (formed in Belize);
- Continued efforts to repatriate approximately **\$2 million** from the United Kingdom in cooperation with the Department of Justice;
- Continued efforts to repatriate at least **\$500,000** from Belize in cooperation with local counsel;

- Substantially completed (subject to limited additional documents sought through subpoenas) forensic reconstructions of at least **25 bank accounts**, including more than **26,000 individual transactions**;
- Taken substantial steps to begin a claims process based on these reconstructions;
- Identified potential “clawback” defendants and began steps to institute pre-suit resolution mechanisms, given controlling Eleventh Circuit precedent (*see Wiand v. Lee*, 753 F.3d 1194 (11th Cir. 2014)); and
- Identified potential non-clawback litigation targets and began evaluations of relevant individuals, entities, and claims.

Overview of Significant Activities Since the Beginning of this Receivership

Since the beginning of this Receivership, the Receiver and his professionals engaged in the following significant activities:

- Served subpoenas or the order appointing the Receiver and freezing the assets of the defendants and relief defendants on at least **93 total individuals and entities** who could have assets and/or records belonging to the Receivership Estate;
- Seized **\$8,661,433** from frozen bank accounts at numerous financial institutions;
- Reached agreements with the Department of Justice and the United States Marshals Service regarding claims to Receivership property;
- Retained legal counsel (domestic and foreign), forensic accountants, tax accountants, a technology services firm, and an asset manager to assist the Receiver and obtained Court approval of those engagements;
- Interviewed dozens of individuals, including certain defendants, employees, sales agents, investors, legal counsel, and accountants;
- Established an informational website for investors and other interested parties;
- Collected hundreds of thousands of pages of documents from dozens of nonparties, including employees, banks, credit card companies, accountants, and lawyers; and
- Fielded hundreds of calls from investors.

The above activities are discussed in more detail in the pertinent sections of this Second Interim Report and also in the First Interim Report.

BACKGROUND

I. Procedure and Chronology

On April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**”) filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) (collectively, the “**defendants**”) and (2) relief defendants Mainstream Fund Services, Inc. (“**Mainstream**”); Bowling Green Capital Management, LLC (“**Bowling Green**”), Lagoon Investments, Inc. (“**Lagoon**”), Roar of the Lion Fitness, LLC (“**Roar of the Lion**”), 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”), 4064 Founders Club Drive, LLC (“**4064 Founders Club**”), 6922 Lacantera Circle, LLC (“**6922 Lacantera**”), 13318 Lost Key Place, LLC (“**13318 Lost Key**”), and 4Oaks LLC (“**4Oaks**”) (collectively, the “**relief defendants**”). The foregoing defendants and relief defendants are referred to as the “**Receivership Entities**.”

The complaint charges the defendants with violations of the Commodity Exchange Act and CFTC regulations and seeks to enjoin their violations of these laws regarding a fraudulent foreign currency (“**forex**”) trading scheme. The CFTC alleges that between mid-April 2014 and April 2019, the defendants fraudulently solicited over 700 U.S. residents to invest in two forex commodity pools – Oasis Global FX, Limited and Oasis Global FX, S.A.

(collectively, the “**Oasis Pools**”). The CFTC also asserts that the defendants raised approximately \$75 million from these investors and misappropriated over \$28 million of the pool funds to make payments to other pool participants and over \$18 million for unauthorized personal and business expenses, including the transfer of at least \$7 million to the relief defendants.³

On the same day the CFTC filed its complaint, April 15, 2019, the Court entered an order appointing Burton W. Wiand as temporary Receiver for the Receivership Entities (Doc. 7) (the “**SRO**”). The Court directed him, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants.” *See id.* at p. 14, ¶ 32 & p. 15, ¶ 30.b. The SRO also imposed a temporary injunction against the defendants and relief defendants, froze their assets, and required an accounting of all investor funds and other assets within five business days following service of the order or, in most cases, by April 25, 2019. *Id.* at 19.

As of the date of this report, all defendants and relief defendants have either defaulted or consented to the entry of a preliminary injunction against them (with some differences unique to the circumstances of each party). *See* Docs. 35, 43, 44, 82, 85, 172, 174-77. On July 11, 2019, the Court entered a Consolidated Receivership Order, which is now the operative document governing the Receiver’s activities. Doc. 177 (the “**Consolidated**

³ On June 12, 2019, the CFTC filed an amended complaint (Doc. 110), which contains additional allegations about certain defendants and relief defendants.

Order”). Pursuant to the Consolidated Order and its predecessors (*see* Docs. 7, 44), the Receiver has the duty and authority to (1) administer and manage the business affairs, funds, assets, and any other property of the Receivership Entities; (2) marshal and safeguard the assets of the Receivership Entities; and (3) investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary.

On June 26, 2019, the Department of Justice, through the United States Attorney’s Office for the Middle District of Florida (the “**DOJ**”), moved to stay this litigation to protect an ongoing criminal investigation. Doc. 149. The Court granted the DOJ’s motion on July 12, 2019 but exempted the Receiver’s activities from the stay. Doc. 179. The Court also required the DOJ to provide periodic status reports during the stay. *Id.*

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme – (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II*, Case No. 8:19-cr-334-T-35CPT (M.D. Fla.) (the “**Anile Criminal Action**” or “**ACA**”). A copy of Anile’s plea agreement is attached as **Exhibit A** and includes the following admissions:

From at least as early as November 2011, through and including at least April 18, 2019, in the Middle District of Florida, the defendant, Joseph S. Anile, II, conspired with others to commit wire fraud and mail fraud. The defendant and coconspirators made false and fraudulent representations to victim-investors and potential investors to persuade them to transmit their funds, via wire and mail, to entities and accounts controlled by conspirators to be traded in the foreign exchange market (“FOREX”). In fact, the defendant and coconspirators used only a portion of the victim-investors’ funds for FOREX trading, and the trading resulted in losses which conspirators concealed. They

used the balance of the victim-investors' funds to make Ponzi-style payments, to perpetuate the scheme, and for their own personal enrichment....

In soliciting investments, the defendant and coconspirators made multiple false and fraudulent representations and material omissions in their communications to victim-investors and potential investors. In particular, they promoted one of the conspirators as an experienced FOREX trader with a record of success, but concealed the fact that he had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity. They also fraudulently represented that: (a) conspirators did not charge any fees or commissions; (b) investors were guaranteed a minimum 12 percent per year return on their investments; (c) conspirators had never had a month when they had lost money on FOREX trades; (d) interest and principal payments made to investors were funded by profitable FOREX trading; (e) conspirators owned other assets sufficient to repay investors' principal investments; and (f) an investment with conspirators was safe and without risk.

Ex. A at 26-28. In a recent status report, the DOJ stated that it “expects to file additional charges this fall.” Doc. 193 at 4. The CFTC’s civil enforcement action remains stayed until January 6, 2020, but the Receiver is continuing to marshal assets, develop a claims process, and plan litigation, consistent with his Court-ordered mandate.

II. Overview of Preliminary Findings

The Consolidated Order authorizes, empowers, and directs the Receiver to “investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted....” Doc. 177 ¶ 44. Pursuant to that mandate, the Receiver is in the process of obtaining and reviewing records from Receivership Entities and third parties. The Receiver has formed some preliminary conclusions based on his review of a portion of the records received and interviews with employees, lawyers, accountants, and others. While these conclusions are not final and might change as the Receiver’s investigation progresses,

the Receiver believes they should be shared with the Court, the investors, and other potentially interested parties.

There is abundant evidence that the defendants were operating a fraudulent investment scheme. The scheme began with the sale of preferred shares in OIG, which is registered in the Cayman Islands. The shares promised a 12% dividend that was to be derived from trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, S.A. – *i.e.*, the Oasis Pools. These companies were registered in New Zealand and Belize, respectively, and were purportedly introducing brokers that would trade currencies or currency-related contracts. The 12% return was to be derived from trading profits and transaction income earned by the brokers. The preferred shares were sold to investors through a private placement memorandum that contained significant false representations and omitted numerous material facts, including that DaCorta, the “Chief Investment Officer,” was prohibited from currency trading through a prior regulatory action in the United States. As the scheme grew, other companies – Oasis Management and Satellite Holdings – were used to gather investments and funnel them into the scheme. Preferred shareholders became purported “lenders” who were told they were lending money to certain defendants. Investors were regularly sent statements showing an account with a principal amount and accrued and accruing earnings. All of this was false, as confirmed by defendant Anile’s guilty plea.

As the scheme matured, the perpetrators created a website that investors could access to view their purported accounts. Investors’ account pages showed that they were credited with a 1% “interest” payment each month and, on a daily basis, a portion of purported trading

income earned by the scheme's trading entity.⁴ The scheme was successful and proliferated because of the continued deception of the investors with respect to their purported accounts. They were led to believe that they held valuable loan accounts that continually earned money when, in fact, the scheme appears to have been insolvent since its inception. As an example, when the CFTC stopped the scheme in April 2019, the fraudulent website showed investors that they were owed an aggregate of over \$120 million. In truth, OIG only had assets of approximately \$10 million and was losing money continually.

The Receiver's preliminary analysis indicates that a total of approximately \$80 million was raised from investors.⁵ An analysis from the beginning of 2017 indicates that approximately \$20 million was deposited for trading, which resulted in substantial losses. The remainder of the money raised from investors was used to make Ponzi payments to other investors, to pay expenses to perpetuate the scheme, and to enrich the defendants. The actual amount of out-of-pocket losses to investors and the projected amount of claims is yet to be determined, but it will likely exceed \$45 million.

⁴ Specifically, many investors were told by those perpetrating the scheme that the investors would receive a portion of the "spread pay" that Oasis Global FX, S.A. earned from its purported role as a broker of forex transactions for OIG. The spread pay, however, was nothing more than a markup on all transactions and served to increase the losses in the OIG account. No spread pay (or any portion thereof) was ever distributed to an investor. Rather, it was a ruse used to deceive investors into believing that they were receiving enhanced returns when, in fact, fictitious amounts were being credited to their fraudulent accounts. In truth, Oasis Global FX, S.A. and its traders conducted continually and routinely unprofitable trades and lost almost all of the investors' money. The fabrication of returns based on purported spread pay was an integral part of the system through which the perpetrators lured investors into the scheme.

⁵ To the extent these numbers differ from those alleged by the CFTC, the Receiver understands that the CFTC only considered transactions within the pertinent statute of limitations while the Receiver is reviewing all available transactions.

ACTIONS TAKEN BY THE RECEIVER

During this reporting period, the Receiver has taken a number of steps to fulfill his mandates under the Consolidated Order and its predecessors. *See* Doc. 177 ¶ 56.A.

III. Securing The Receivership Estate

Attached as **Exhibit B** to this Second Interim Report is a cash accounting report showing (1) the amount of money on hand from June 15, 2019, less operating expenses plus revenue, through September 30, 2019, and (2) the same information from the beginning of the Receivership (as opposed to the current reporting period). *See* Doc. 177 ¶ 56.B. & C. This cash accounting report does not reflect non-cash or cash-equivalent assets. Thus, the value of all property discussed below is not included in the accounting report. From June 15, 2019 through September 30, 2019, the Receiver collected \$5,500 in business income (rent and mortgage payments), \$256,583.84 in seized cash, and \$52,975.12 in interest income.

A. Cooperation with the Department of Justice, Federal Bureau of Investigation, and United States Marshals Service

As discussed more fully in the Receiver's First Interim Report (Doc. 113), on April 17, 2019, the DOJ, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against almost all the properties identified below in § III.C. *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.*, Case No. 8:19-cv-00908 (M.D. Fla.) (the "**Forfeiture Action**" or "**FA**") (FA Doc. 1 ¶ 1). In addition, the Federal Bureau of Investigation ("**FBI**") instituted administrative forfeiture proceedings against, at minimum, the vehicles described in § III.D.1 and the cash, gold, and silver described in § III.D.2. The Receiver, the DOJ, and the United States Marshals Service ("**USMS**") reached agreements governing the forfeiture and sale of this property as well as

the transfer and remission of the sale proceeds. *See* Doc. 105, Ex. A (Consent Forfeiture Agreement); Ex. B (Memorandum of Understanding or “MOU”); Ex. C (Liquidation Plan). On June 7, 2019, the Receiver moved the Court to approve these agreements (Doc. 105), and the Court granted the Receiver’s motion on June 13, 2019 (Doc. 112). According to the MOU, “[t]he Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and proper value of such property.” Doc. 105, Ex. B. The MOU also recognizes that “[a]ll sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders.” *Id.* After the Receiver sells a property subject to forfeiture, the Receiver will transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* Once all properties have been sold, the Receiver will file a petition for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through a claims process supervised by this Court. *See infra* § VI.

The Forfeiture Action and the FBI’s administrative forfeiture proceedings are largely complete, and pursuant to the MOU, the Receiver has begun listing and marketing the relevant properties for sale, arranging auctions, and seeking potential purchasers through appropriate and cost-effective means.

B. Freezing Bank Accounts and Liquid Assets

As explained in the First Interim Report, the Receiver identified and/or froze approximately \$11 million at various financial institutions in the United States, the United Kingdom, and Belize. The Receiver opened a money market account for the Receivership at

ServisFirst Bank (the “**Receivership Account**”).⁶ The Receiver has now deposited approximately \$8,661,433 of the frozen funds into this account. The remaining amount is almost entirely comprised of the money held in Belize and the United Kingdom, as discussed below. The Receiver will attempt to obtain as much of that money as possible and to identify any other accounts containing assets belonging to the Receivership Estate. A list of pertinent bank or other financial accounts organized by defendant, relief defendant, and/or affiliated entity is attached as **Exhibit C**.

1. The ATC Account in the United Kingdom

On April 18, 2019, the Receiver served London-based ATC Brokers LTD (“ATC”) with a copy of the TRO and requested that ATC freeze all accounts associated with the defendants and relief defendants. In cooperation with domestic law enforcement and the United Kingdom’s National Crime Agency, ATC identified and froze one account in the name of Oasis Global FX, S.A., which contained \$2,005,368.29. The repatriation of that money has been complicated by jurisdictional issues, including international treaties and other agreements. The DOJ has assumed the responsibility of repatriating the money for the ultimate benefit of the Receivership Estate. To date, the Receiver has been unable to directly seek the return of the funds. The Receiver will cooperate with the DOJ, the National Crime Agency, the CFTC, and ATC to facilitate that process within the scope of the Consolidated Order. At present, the Receiver believes the money is secure and will not be dissipated pending the resolution of these issues.

⁶ The Receiver also opened a checking/operating account for making disbursements.

2. Financial Assets in Belize

Shortly after his appointment, the Receiver learned that Oasis Global FX Limited owned an account (x4622) at Choice Bank Limited (“**Choice Bank**”) in Belize, which contained approximately \$67,000. On June 29, 2018, however, regulators in Belize revoked Choice Bank’s license and appointed a liquidator. Given these developments, it is unclear whether the Receiver will be able to recover any money from the Choice Bank account.

The Receiver also learned that Oasis Global FX, S.A. has an account at Heritage Bank Limited (“**Heritage Bank**”) in Belize containing \$500,000. The Receiver believes that money served as a bond that allowed Oasis Global FX, S.A. to operate as a broker-dealer in Belize. On May 7, 2019, the Belize International Financial Services Commission suspended the entity’s trading licenses. On October 22, 2019, the Receiver and defendant Anile executed corporate documents to take legal control of Oasis Global FX, S.A. (in addition to the powers conferred by the Consolidated Order).⁷ The Receiver is working with counsel in Belize to repatriate these assets.

C. Securing Real Property

The Receivership Estate contains numerous parcels of real property, including single-family homes, condominiums, and a waterfront office building.⁸ In the Receivership Orders,

⁷ The Receiver is also working with foreign counsel to obtain corporate control (in addition to the powers conferred by the Consolidated Order) of OIG – a Cayman Islands entity. On October 22, 2019, defendant Anile executed the necessary corporate documents. Defendant DaCorta has also done so. Defendant Montie – OIG’s only other owner – has refused to do so, despite his obligations regarding cooperation with the Receiver and repatriation of assets.

⁸ In addition to the properties discussed below, relief defendant 444 Gulf of Mexico Drive, LLC holds an \$80,000 mortgage on the property located at 1605 55th Avenue West, (footnote cont’d)

the Court directed the Receiver to “[t]ake all steps necessary to secure the business and other premises under the control of the Receivership Defendants” (Doc. 7 at 15-16) and to “take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures” (Doc. 44 ¶ 19; Doc. 177 ¶ 19). The Receiver’s actions in fulfillment of that directive are explained in the following subsections. *See* Doc. 177 ¶ 56.D.

1. 444 Gulf of Mexico Drive, Longboat Key, Florida

OIG used the two-story property located at 444 Gulf of Mexico Drive #3 in Longboat Key, Florida as an office (the “**Office**”). It was owned by relief defendant 444 Gulf of Mexico Drive, LLC. Defendant DaCorta was a principal of that entity until the Receiver’s appointment. The Office is located on the Longboat Key waterfront and has a dock for boats. It contains approximately 8,246 square feet, including an elevator, a reception area, several private offices, and a conference room. The Office appears to have been purchased on December 21, 2017 for \$1,750,000. There is no mortgage. The tax assessed value of the Office is \$1,649,000.⁹ The DOJ obtained a final judgment of forfeiture with respect to this property on August 20, 2019. *See* FA Doc. 63. The Receiver has entered into an agreement to sell the Office for \$2,100,000 (gross of commissions, asset expenses, and other closing costs). The Receiver anticipates moving the Court to approve that sale once the parties satisfy pertinent due diligence requirements and conditions precedent.

Bradenton, Florida 34207. The mortgage matures on December 1, 2021 and pays the Receivership Estate \$200 per month.

⁹ For various reasons, tax assessed values can be significantly lower than market values.

2. 13318 Lost Key Place, Lakewood Ranch, Florida

Defendant DaCorta used the two-story property located at 13318 Lost Key Place in Lakewood Ranch, Florida as his residence (the “**DaCorta Residence**”). It was owned by relief defendant 13318 Lost Key Place, LLC. DaCorta was a principal of that entity until the Receiver’s appointment. The property contains approximately 4,980 square feet, including five bedrooms, seven bathrooms, and a pool. The DaCorta Residence appears to have been purchased on March 18, 2016 for approximately \$1,000,000. There is no mortgage. The tax assessed value of the DaCorta Residence is \$832,418. The DOJ obtained a final judgment of forfeiture with respect to this property on July 16, 2019. *See* FA Doc. 60. The Receiver and his realtors are listing the property for sale.¹⁰

3. 6922 Lacantera Circle, Lakewood Ranch, Florida

The two-story property located at 6922 Lacantera Circle in Lakewood Ranch, Florida (“**Lacantera**”) was owned by relief defendant 6922 Lacantera Circle, LLC. DaCorta was a principal of that entity until the Receiver’s appointment. The property contains approximately 7,629 square feet, including five bedrooms, six-and-a-half bathrooms, a wine cellar, game room, theater room, and a pool. Lacantera appears to have been purchased on September 21, 2018 for approximately \$2,125,000. Nathan and Heather Perry hold a \$1,500,000 interest only mortgage on the property. The tax assessed value of Lacantera is \$1,710,918. The DOJ obtained a final judgment of forfeiture with respect to this property on September 5, 2019. *See* FA Doc. 67.

¹⁰ *See* www.oasisreceivership.com/assets-for-sale/13318-lost-key-place/.

When the Receiver took control of Lacantera, the property was under construction, especially the kitchen and bathrooms. The Consolidated Order authorizes the Receiver “[t]o use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver.” Doc. 177 ¶ 8.D. It also authorizes the Receiver (1) “[t]o take any action which, prior to the entry of this Order, could have been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants” (*id.* ¶ 8.E.); (2) “[t]o engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including ... real estate agents” (*id.* ¶ 8.D.); and (3) “[t]o take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation ... of Receivership Property” (*id.* ¶ 8.D.).

Pursuant to these authorizations, the Receiver decided to complete the construction. The Receiver believes this will allow him to sell Lacantera for the highest possible price. To ensure the reasonableness of this determination, the Receiver obtained an estimate from a licensed contractor, which provided that the necessary repairs would cost approximately \$50,000. The Receiver also obtained an analysis from a real estate agent with The Martha Thorn Collection at Coldwell Banker. The agent opines that Lacantera would sell for approximately \$1.8 million in its current state but completing the renovations would add approximately \$250,000 to the value of the property. The Receiver believes completing the renovations is in the best interests of the Receivership because doing so has the potential to create \$200,000 of net value. Of course, these estimates and are subject to market conditions and other factors, but given the margin for error, the Receiver believes his course of action is

cost-effective and prudent. Once the renovations are complete, the Receiver will list the property for sale.¹¹

4. 4064 Founders Club Drive, Sarasota, Florida

Defendant Anile used the two-story property located at 4064 Founders Club Drive in Sarasota, Florida (“**Founders Club**”) as his residence.¹² It was owned by relief defendant 4064 Founders Club Drive, LLC. Defendant Anile was a principal of that entity until the Receiver’s appointment. The property contains approximately 7,230 square feet, including five bedrooms, numerous bathrooms, a wine cellar, game room, theater room, and a pool. Founders Club appears to have been purchased on October 20, 2017 for approximately \$1,775,000. Steven and Natalee Herrig hold a \$1,065,000 mortgage on the property with a balloon payment due on October 20, 2021. The tax assessed value of Founders Club is \$1,252,900. The DOJ obtained a final judgment of forfeiture with respect to this property on August 30, 2019. *See* FA Doc. 65. The Receiver is listing the property for sale.¹³

5. 7312 Desert Ridge Glen in Lakewood Ranch, Florida

Defendant Francisco Duran used the two-story property located at 7312 Desert Ridge Glen in Lakewood Ranch, Florida as his residence (“**Desert Ridge**”). It is owned by 7312

¹¹ *See* www.oasisreceivership.com/assets-for-sale/6922-lacanter-a-circle/.

¹² Similarly, 4058 Founders Club Drive in Sarasota, Florida is a vacant lot (the “**Founders Club Lot**”) owned by 4058 Founders Club Drive, LLC. Defendant Anile was a principal of that entity, although it is not a relief defendant. The Founders Club Lot appears to have been purchased on March 26, 2018 for approximately \$190,000. There is no mortgage. The tax assessed value of the Founders Club Lot is \$236,500. The DOJ obtained a final judgment of forfeiture with respect to this property on August 20, 2019. *See* FA Doc. 63. The property is listed for sale at \$275,000. *See* <http://4058foundersclubdrive.com/>.

¹³ *See* www.oasisreceivership.com/assets-for-sale/4064-founders-club-drive/.

Desert Ridge Glen, LLC. Defendant DaCorta was a principal of that entity until the Receiver's appointment. The property contains approximately 3,889 square feet, including four bedrooms, four-and-a-half bathrooms, and a pool. Desert Ridge appears to have been purchased on November 9, 2017 for approximately \$575,000. The Receiver is not aware of any mortgage on the property. The tax assessed value of Desert Ridge is \$886,601. The DOJ obtained a final judgment of forfeiture with respect to this property on July 16, 2019. *See* FA Doc. 60. The Receiver has listed the property for sale at \$889,000.¹⁴

6. The Vardon Terrace Condos in Lakewood Ranch, Florida

Shortly after his appointment, the Receiver learned that DaCorta and/or Oasis Management had an interest in four condominiums in Lakewood Ranch, Florida (the "**Vardon Terrace Condos**"):

- (1) 16804 Vardon Terrace #307 owned by Vincent Raia;
- (2) 16804 Vardon Terrace #108 owned by 16804 Vardon Terrace 108, LLC;
- (3) 16904 Vardon Terrace #106 owned by 16904 Vardon Terrace 106, LLC; and
- (4) 17006 Vardon Terrace #105 owned by 17006 Vardon Terrace #105, LLC.

On July 18, 2018, defendant DaCorta (through 16804 Vardon Terrace 307, LLC) transferred Condo #307 to Vincent Raia, who managed certain properties for the defendants and relief defendants prior to the Receiver's appointment. Oasis Management holds a \$215,000 balloon mortgage on the property. Mr. Raia's monthly, interest-only mortgage payment to Oasis Management is \$537.50. The Receiver is collecting the payments and adding them to the Receivership Account. He has also obtained a deed in lieu of foreclosure

¹⁴ *See* www.oasisreceivership.com/assets-for-sale/7312-desert-ridge-glen/.

from Mr. Raia. The Receiver will record the deed in January 2020 and begin marketing the property for sale. This arrangement will avoid unnecessary litigation with Mr. Raia regarding the length and validity of his mortgage.

Oasis Management is the authorized representative of the limited liability company that owned Condo #108, which was purchased for approximately \$190,000. The Receiver is not aware of a mortgage on the property. The tax assessed value of the property is \$160,000. The DOJ obtained a final judgment of forfeiture with respect to this property on July 16, 2019. *See* FA Doc. 60. The property is listed for sale at \$215,000.¹⁵

Defendant DaCorta was the authorized representative of the limited liability company that owns Condo #106, which was purchased for approximately \$185,000. The Receiver is not aware of a mortgage on the property. It was built in 2018 and does not yet have a tax assessed value. The DOJ obtained a final judgment of forfeiture with respect to this property on July 16, 2019. *See* FA Doc. 60. The property is listed for sale at \$210,000.¹⁶

Oasis Management was the authorized representative of the limited liability company that owns Condo #105, which was purchased for approximately \$190,999. The Receiver is not aware of a mortgage on the property. It was built in 2018 and does not yet have a tax assessed value. The DOJ obtained a final judgment of forfeiture with respect to this property on July 16, 2019. *See* FA Doc. 60. The property is listed for sale at \$210,000.¹⁷

¹⁵ *See* <http://16804vardonterrace108.com/>.

¹⁶ *See* <http://16904vardonterrace106.com/>.

¹⁷ *See* <http://17006vardonterrace105.com/>.

7. **6300 Midnight Pass Road, No. 1002, Sarasota, Florida**

The condominium located at 6300 Midnight Pass Road, No. 1002 in Sarasota, Florida (“**Midnight Pass**”) is owned by 6300 Midnight Pass Road, No. 1002, LLC. DaCorta was a principal of that entity until the Receiver’s appointment. The property contains approximately 1,240 square feet, including two bedrooms and two bathrooms. Midnight Pass appears to have been purchased on March 14, 2018 for approximately \$1,000,000. There is no known mortgage on the property. The tax assessed value of Midnight Pass is \$772,800. The DOJ did not include Midnight Pass in the Forfeiture Action. As such, the Receiver has direct control of the property. *See* Doc. 177 ¶ 19. The property is listed for sale at \$1,100,000.¹⁸ The Receiver has also engaged a property management company to rent the property to short-term guests for approximately \$2,000 per week, and several reservations have already been made.

8. **Defendant Montie’s Real Property**

Defendant Montie owns real estate in Hauppauge, New York, which he values at \$2,949,191, based on “local property assessor figures.” As of August 1, 2019, the property carried a mortgage of \$1,737,589. Montie also owns property in Jackson, New Hampshire, which he values at \$1,412,800, based on “local property assessor figures.” As of June 15, 2019, the property carried a mortgage of \$845,787. Finally, Montie owns property in Lake Ariel, Pennsylvania, which he values at \$926,700, based on “local property assessor figures.” As of August 1, 2019, the property carried a mortgage of \$658,254. As such, Montie’s properties carry positive net equity of approximately \$1,211,602, according to his sworn

¹⁸ *See* <http://6300midnightpass1002.com/>.

financial affidavit. “Montie is responsible for making mortgage, property tax, and insurance payments and for the general upkeep of these residences.” Doc. 177 ¶ 20. The Receiver reserves the right to pursue these properties and any other disclosed (or undisclosed) assets when the circumstances warrant.

9. Defendant Haas’s Real Property

Defendant Haas owns a property in New York, which he estimates to be worth approximately \$448,622. As of June 24, 2019, it has a mortgage in the amount of \$127,397.15. As such, Haas’s property carries positive net equity of approximately \$321,231, according to his sworn financial affidavit. “Haas is responsible for making mortgage, property tax, and insurance payments and for the general upkeep of this residence.” Doc. 177 ¶ 21. The Receiver reserves the right to pursue this property and any other disclosed (or undisclosed) assets when the circumstances warrant.

D. Securing Personal Property

1. Vehicles

On April 18, 2019, FBI agents executed search warrants and seized, among other things, luxury automobiles purchased by certain defendants and relief defendants. The FBI then instituted administrative forfeiture proceedings against the vehicles, the status of which is set forth below:

| Vehicle | Approximate Value | Lien | Current Status |
|---|--------------------------|-------------|-----------------------|
| 2015 Ferrari California T (VIN: ZFF77XJA3F0208054) | \$174,300 | No | Forfeited |
| 2018 Porsche 911 Targa (VIN: WP0BB2A99JS134720) | \$113,375 | Yes | Awaiting Forfeiture |
| 2017 Maserati Ghibli S Q4 (VIN: ZAM57RTS8H1217171) | \$60,800 | Yes | Forfeited |

| Vehicle | Approximate Value | Lien | Current Status |
|--|--------------------------|-------------|-----------------------|
| 2018 Land Rover Range Rover Velar (VIN: SALYL2RV3JA717260) | \$57,825 | No | Forfeited |
| 2016 Mercedes-Benz GLE 400 (VIN: 4JGDA5GB5GA622371) | \$37,000 | No | Forfeited |
| 2015 Land Rover Range Rover Evoque (VIN: SALVR2BG5FH025349) | \$25,100 | Yes | Abandoned |
| 2015 Mercedes-Benz SLK350 (VIN: WDDPK5HA8FF099097) | \$28,050 | Yes | Forfeited |
| 2018 Mercedes-Benz SL450R (VIN: WDDJK6GAOJF050546) | \$65,825 | Yes | Abandoned |

On October 11, 2019, the Receiver filed a motion seeking the Court's approval of his plan to auction the vehicles pursuant to the MOU.¹⁹ Doc. 192. The Court granted the motion on October 29, 2019. Doc 194.

2. Cash and Precious Metals

Law enforcement agents also seized cash, gold, and silver from certain defendants or their residences. For example, agents seized \$62,750 in cash from defendant Anile's residence at 4064 Founders Club Drive along with 200 one-ounce gold coins, and 100 silver bars, each weighing 100 ounces. Anile agreed to forfeit these assets (and others) in connection with his guilty plea.

Agents also seized \$160,000 in cash from defendant DaCorta's residence along with 64 silver bars (100 ounces each); 1,625 silver coins (one ounce each), and 50 gold coins or ingots (one ounce each). The collective value of these items varies depending on market

¹⁹ The DOJ (with the Receiver's approval) abandoned the 2018 Mercedes-Benz SL 450R and 2015 Land Rover Range Rover Evoque to lenders because the vehicles had no positive equity due to lender liens. Information about the other vehicles is available on the Receiver's website: www.oasisreceivership.com/assets-for-sale/.

prices and the ability of any potential purchaser to handle the relatively large volume of metals at issue. The DOJ has informed the Receiver that the metals have been forfeited through administrative proceedings. After seeking Court approval, the Receiver intends to liquidate the assets pursuant to the MOU.

In his financial affidavit, defendant Montie disclosed possession of \$76,595 in cash, 990 ounces of silver, 130 silver quarters, and several annuity or retirement accounts. In his financial affidavit, defendant Haas disclosed minimal assets (no cash or metals), aside from several life insurance policies worth approximately \$50,000 in surrender value and a 401(k) account purportedly belonging to his wife. As far as the Receiver is presently aware, defendant Duran also did not possess any gold, silver, or material cash.

3. Other Personal Property

When the Receiver and his representatives visited the defendants' residences on April 18, 2019, they observed and photographed potentially valuable items, including art, antiques, collectibles, sports memorabilia, and jewelry.²⁰ The defendants have been instructed that all such personal property is subject to the asset freeze, and they are not to sell, transfer, or otherwise dispose of anything without the Receiver's authorization.

To date, the Receiver has identified and/or seized the property identified in **Exhibit D**.²¹ He has sold several items for approximately \$19,500. *See id.* The Receiver is

²⁰ Carolyn DaCorta – defendant DaCorta's wife – paid \$32,100 for a membership in the Long Boat Key Club one week before the Receiver was appointed. The Receiver obtained a \$30,000 refund without the need for litigation.

²¹ Importantly, the values identified in Exhibit D are only estimates. Actual recoveries will be subject to market conditions and other factors, including, for example, the uncertainty (footnote cont'd)

working with the defendants and their counsel to identify additional personal property that rightfully belongs to the Receivership Estate.

E. Securing the Receivership Entities' Books and Records

As explained in the First Interim Report, the Receiver has taken extensive steps to secure the books and records of the Receivership Entities and to obtain documents from third parties. First, the Receiver obtained access to OIG's cloud-based email system and retained a firm specializing in computer forensics to preserve all emails in that system. Second, the Receiver obtained access to OIG's customer relationship management ("CRM") software, which contains contact information and other records for more than 800 investors. The Receiver has interviewed the employee responsible for implementing that system and taken steps to preserve the data in the CRM software. Third, OIG maintained two websites – a "landing page" that allowed insiders to access OIG's back-office operations and a portal that allowed OIG investors to access and monitor their purported accounts. The Receiver took control of both websites and took steps to preserve their data. The Receiver has also interviewed the employees responsible for maintaining the websites to better understand OIG's operations.

On April 18, 2019, law enforcement seized numerous cell phones, computers, external hard drives, and thumb drives from the defendants and relief defendants pursuant to search warrants. Law enforcement still has custody of those devices but has informed the Receiver that they contain approximately 42 terabytes of information. The Receiver and his

inherent in auctions, and the financial and logistical ability of any potential purchaser to accommodate the acquisition of more than 1,000 pounds of gold and silver.

professionals are coordinating with law enforcement to obtain access to that data in a convenient and cost-effective manner.

The Receiver has also issued 15 subpoenas and used the powers set forth in the Consolidated Order and its predecessors to obtain numerous documents from dozens of nonparties, including employees of Receivership Entities, banks, credit card companies, accountants, and lawyers. The Receiver and his professionals are in the process of reviewing this information and will update the Court as his investigation progresses.

F. Operating or Related Businesses

1. Roar of the Lion

Defendant DaCorta and his son operated relief defendant Roar of the Lion, which sells supplements that claim to provide certain health and lifestyle benefits through www.roarofthelion.com. The company was funded with proceeds of the fraudulent scheme. The Receiver suspended the company's operations pending a determination whether it can be operated profitably and legally. The Receiver has obtained the company's inventory and is evaluating the best potential method to derive value from the assets, but this may not be possible. Preliminarily, Roar of the Lion does not appear to be a valuable part of the Receivership Estate, but the Receiver's evaluation is ongoing.

2. Mirror Innovations

Defendant Anile informed the Receiver that OIG acquired a majority ownership interest in a company called Mirror Innovations, LLC ("**Mirror Innovations**"). According to its website (www.mirrorinnovations.com), the company "developed a patent pending product and concept printing on exclusive mirrored film" that is intended to be used for

advertising purposes. The Receiver is investigating Anile's claim and attempting to determine whether Mirror Innovations should be added to the Receivership Estate.

3. Diamond Boa LLC d/b/a Kevin Johnson Reptiles

Defendant Montie invested in Diamond Boa LLC d/b/a Kevin Johnson Reptiles by contributing – at minimum – \$37,500 on September 11, 2018, to an account (x0306) owned by the business at TD Bank. That money was then transferred to Perfect Predators, Inc. to acquire snakes for breeding, which animals have not yet been delivered. On June 5, 2019, the Receiver sent a letter to Perfect Predators, Inc. demanding a refund of the money. The Receiver has also seized \$8,130.54 from the account at TD Bank to offset the amount owed.

IV. Retention of Professionals

On May 30, 2019, the Receiver moved the Court to approve his engagement of the following legal, accounting, and other professionals: (1) Wiand Guerra King P.A. (“**WGK**”), a law firm; (2) KapilaMukamal, LLP (“**KM**”), a forensic accounting firm; (3) PDR CPAs (“**PDR**”), a tax accounting firm; (4) RWJ Group, LLC (“**RWJ**”), an asset management and investigations firm; and (5) E-Hounds, Inc. (“**E-Hounds**”), a technology and computer forensics firm. *See* Doc. 87. On June 6, 2019, the Court granted the Receiver's motion for approval to retain these professionals. Doc. 98. The Receiver has also retained special counsel to assist with the repatriation of foreign assets: Glenn D. Godfrey & Company LLP in Belize (Doc. 138) and Maples Group in the Cayman Islands (Doc. 187).

V. Pending and Contemplated Litigation

The Consolidated Order requires this Second Interim Report to contain “a description of liquidated and unliquidated claims held by the Receivership Estate, including the need for

forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in (i) reducing the claims to judgment and (ii) collecting such judgments.).” Doc. 177 ¶ 56.E.

1. Pending and Related Litigation

The Receiver is not aware of any litigation against Receivership Entities that was pending at the time of his appointment. The Forfeiture Action is essentially complete because judgments of forfeiture have been entered against all defendant properties. *See* FA Docs. 60, 63, 65, 67. The Receiver is now selling those properties pursuant to the MOU.

As noted above, defendant Anile pled guilty to several felony charges regarding the scheme, and the court in the Anile Criminal Action accepted his guilty plea on October 15, 2019. ACA Docs. 19, 27. His sentencing is scheduled for January 8, 2020 at 10:30 AM in Tampa Courtroom 7A before the Honorable Judge Mary S. Scriven. ACA Doc. 27. Victims of the scheme might be given the opportunity to provide information relevant to sentencing. The Receiver is not aware of any other pending litigation.

2. Contemplated Litigation

The Receiver is reviewing information to determine if any individuals or entities have liability in connection with the scheme. Contemplated litigation can be divided into two general categories. First, the Receiver is working with forensic accountants to perform a cash-in/cash-out analysis of the Receivership Entities. This will allow the Receiver to identify any investor who received more money from a Receivership Entity than he or she contributed to the Receivership Entity. In Ponzi schemes, such amounts are generally referred to as “**false profits**” because the money transferred to the pertinent investor was not

derived from legitimate activities but from other defrauded investors. Receivers in the Eleventh Circuit (and nationwide) have a clear right to recover false profits through fraudulent transfer or “**clawback**” litigation. *See, e.g., Wiand v. Lee, et al.*, 753 F.3d 1194 (11th Cir. 2014). The Receiver anticipates asserting such claims here because he has preliminarily identified at least 122 investors who received a total of approximately \$3.36 million in false profits. Other individuals may have received additional false profits, which the Receiver and his forensic accountants are attempting to confirm. The Receiver has not yet analyzed the collectability of any judgments against these investors, but he anticipates using pre-suit resolution mechanisms to avoid unnecessary litigation. He will also move the Court for approval before filing any clawback litigation.

Second, the Receiver might also assert tort claims against brokers, accountants, sales agents, lawyers, and others who aided and abetted the scheme or otherwise knew or should have known of fraudulent activity. The Receiver is not able to disclose specific potential defendants at this time, but the Receiver will institute such actions (with Court approval) if appropriate and in the best interests of the Receivership.

VI. Claims Process.

The Receiver is building a list of investors and other creditors using OIG’s CRM software, information from the reconstruction of bank accounts, and information from third parties. On April 30, 2019, the Receiver sent an email to hundreds of known, identifiable investors using the CRM software, which informed the investors of (1) the Receivership, (2) the Receiver’s website, (3) and the opportunity for investors to register through the

website. See www.oasisreceivership.com/registration. To date, the Receiver has collected registration information from approximately 600 investors or other interested parties.

As part of the claims process, the Receiver requested his forensic accountants to determine the amount of funds contributed to the scheme by each investor and the amount of funds each investor received from the scheme. The accountants spent significant time during this reporting period conducting that analysis. Specifically, they completed reconstructions of 25 bank accounts and analyzed more than 3,400 deposits and 23,000 withdrawals to or from Receivership Entities.²² This involved reviewing and analyzing relevant bank statements and underlying documentation, including canceled checks, wire transfer receipts, and deposit receipts and then compiling the information into a database (the “**Bank Reconstruction**”). The Bank Reconstruction contains the details of the transactions (receipts and disbursements) that occurred in the Receivership Entities’ bank accounts. Each transaction in the Bank Reconstruction is assigned to a category for purposes of analyzing and summarizing the data. The accountants used the data from the Bank Reconstruction to determine the amount of funds contributed by each investor and the amount of funds paid to each investor. As noted above, the Receiver needs that information to institute both clawback litigation and the claims process.

Preparation of the Bank Reconstruction has been a protracted process because not all necessary bank records were immediately available. At the inception of the case, the Receiver coordinated with the CFTC to freeze all known funds and accounts. The CFTC and

²² The Receiver’s forensic accountants have also analyzed and reconstructed the bank accounts of certain individual defendants.

the known financial institutions provided the Receiver with the bank records for the known accounts. As part of the ongoing investigation, the Receiver subsequently discovered additional bank accounts that were utilized by the Receivership Entities. The Receiver issued subpoenas to the financial institutions to obtain the records for the newly discovered accounts. The accountants have completed reconstructing the activity for all available bank records, and the Receiver's legal counsel continues to work with financial institutions to obtain the balance of the records needed to finalize the Bank Reconstruction.

The Receiver and his professionals have also reviewed banking and financial records produced by the Receivership Entities and other parties, including former accounting firms utilized by the defendants. The information included tax returns, investor correspondence, promissory notes, withdrawal requests, and other related documents. The forensic accountants used this information in conjunction with the data obtained from the Bank Reconstruction and the CRM software to prepare a preliminary database of payments received from investors by the Receivership Entities and payments made to investors from the Receivership Entities ("**Investor Database**").

At the appropriate time (*i.e.*, soon), the Receiver will move the Court to establish a claims process for the distribution of funds to creditors, including defrauded investors. As part of that process, he will seek Court approval of a proof of claim form with an addendum unique to each investor that will contain the amount each individual or entity contributed to the scheme and the amount the individual or entity received from the scheme. This is generally referred to as the "net investment" model and is a widely accepted method for determining "net losers" and "net winners" in connection with a Ponzi scheme. In the

Receiver's experience, providing investors with money-in/money-out calculations based on forensic analysis along with their proof of claim forms avoids significant litigation and confusion when compared to providing blank forms and asking the victim-investors to provide the pertinent calculations. The work of the Receiver's forensic accountants has been integral to this effort and will ultimately conserve Receivership resources.

The Receiver will also seek approval of procedures for providing notice of the claims process to known and potential creditors, including publication in local and perhaps national newspapers. The Receiver will ask the Court to establish a claims bar date by which all claimants will be required to serve their proof of claim forms on the Receiver, who will then evaluate the claims. After the Receiver completes his evaluation, he will present his determinations to the Court and ask the Court to approve them on an interim basis. He will then serve notice of his determinations on the claimants, who will have an opportunity to object to the Receiver's determinations through specific procedures approved by the Court and consistent with due process requirements. In the Receiver's experience, most objections can be resolved or settled using such procedures, but if any objections cannot be resolved, they will be presented to the Court for determination. Through this process, the Receiver intends to establish groups or classes of creditors with approved claims that are entitled to receive distributions from the Receivership Estate.

Once the claims process has been completed or substantially completed, the Receiver will evaluate the amount of cash available for distribution and move the Court to approve a first interim distribution to claimants with approved claims. If material claim objections are pending at the time the Receiver determines a distribution is appropriate, he might move the

Court to establish reserves for the disputed claims, so they do not impair the Receiver's ability to make a distribution to claimants with undisputed claims. The Receiver anticipates making multiple distributions as assets become available, subject to cost/benefit concerns. Because the Receiver already has significant cash in the Receivership Account, he anticipates moving the Court to establish a claims process at the earliest possible opportunity.

VII. The Next Ninety Days.

The Consolidated Order requires this Second Interim Report (and all subsequent reports) to contain “[t]he Receiver’s recommendations for a continuation or discontinuation of the [R]eceivership and the reasons for the recommendations.” Doc. 177 ¶ 56.G. At this early stage, the Receiver recommends continuation of the Receivership because he still has (1) more than \$2.5 million to repatriate from the United Kingdom and Belize; (2) at least 10 parcels of real estate to liquidate; (3) substantial personal property to liquidate, including luxury automobiles and precious metals; (4) litigation to bring, including contemplated clawback claims; and (5) a claims process to establish for the distribution of funds.

During the next 90 days, the Receiver will continue to collect and analyze documents from nonparties and other sources. The Receiver is also compiling and analyzing individual investments. This is a necessary task to assess and administer investor claims. The Receiver recognizes the importance of the return of funds to investors and will commence a claims process as soon as practicable – likely within the next 30 days.

The Receiver is also reviewing information to determine if any third parties have liability either to the Receivership Estate or investors. The Receiver anticipates bringing “clawback” and other actions in the future.

The Receiver will continue to attempt to locate additional funds and other assets and will likely institute proceedings to recover assets on behalf of the Receivership Entities. In an effort to more fully understand the conduct at issue and in an attempt to locate more assets, the Receiver will continue to conduct interviews and/or depositions of parties and third parties who might have knowledge of the fraudulent scheme.

CONCLUSION

Investors and other creditors of the Receivership Entities are encouraged to periodically check the Receiver's website (www.oasisreceivership.com) for current information concerning this Receivership. The Receiver and his counsel have received an enormous amount of emails and telephone inquiries and have had to expend significant resources to address them. To minimize those expenses, investors and other creditors are strongly encouraged to consult the Receiver's website before contacting the Receiver or his counsel. However, the Receiver continues to encourage individuals or attorneys representing investors who have information that might be helpful in securing further assets for the Receivership Estate or identifying other potential parties who might have liability to either the Receivership Estate or investors to email (jrizzo@wiandlaw.com) or call Jeffrey Rizzo at 813-347-5100.

Dated this 30th day of October, 2019.

Respectfully submitted,

s/ Burton W. Wiand
Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 30, 2019, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/ Jared J. Perez

Jared J. Perez, FBN 0085192

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Eric R. Feld, FBN 92741

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Attorneys for Receiver, Burton W. Wiand

EXHIBIT A

AF Approval gn

Chief Approval [Signature]

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 8:19-cr-334-T-35CPT

JOSEPH S. ANILE, II

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Maria Chapa Lopez, United States Attorney for the Middle District of Florida, and the defendant, Joseph S. Anile, II, and the attorney for the defendant, Gerard Marrone, mutually agree as follows:

A. Particularized Terms

1. Count(s) Pleading To

The defendant shall enter a plea of guilty to Counts One, Two and Three of the Information. Count One charges the defendant with conspiracy to commit wire fraud and mail fraud, in violation of 18 U.S.C. § 1349. Count Two charges the defendant with an illegal monetary transaction, in violation of 18 U.S.C. § 1957. Count Three charges the defendant with filing a false income tax return, in violation of 26 U.S.C. § 7206(1).

Defendant's Initials JA

2. Maximum Penalties

Count One carries a maximum sentence of 20 years of imprisonment, a fine of \$250,000 or twice the gross gain caused by the offense, or twice the gross loss caused by the offense, whichever is greater, a term of supervised release of three years, and a special assessment of \$100 per felony count for individuals. Count Two carries a maximum sentence of 10 years of imprisonment, a fine of \$250,000 or twice the amount of the criminally derived property involved in the transaction, a term of supervised release of three years, and a special assessment of \$100 per felony count for individuals. Count Three carries a maximum sentence of three years of imprisonment, a fine of \$100,000, a term of supervised release of one year, and a special assessment of \$100 per felony count for individuals. With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty.

Defendant's Initials *fl*

The elements of Count One are:

- First: Two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to commit wire fraud or mail fraud, as charged in the Information;
- Second: The defendant knew of it; and
- Third: The defendant knowingly and voluntarily joined it.

The elements of Count Two are:

- First: The defendant knowingly engaged or attempted to engage in a monetary transaction;
- Second: The defendant knew the transaction involved property or funds that were the proceeds of some criminal activity;
- Third: The property had a value of more than \$10,000;
- Fourth: The property was in fact proceeds of wire fraud or mail fraud, the specified unlawful activity alleged in the Information; and
- Fifth: The transaction took place in the United States.

The elements of Count Three are:

- First: The defendant made or caused to be made a U.S. Individual Income Tax Return, IRS Form 1040 for the year 2017;
- Second: The tax return contained a written declaration that it was made under the penalty of perjury;

Defendant's Initials



Third: When the defendant made or helped to make the tax return, he knew it contained false material information;

Fourth: When the defendant did so, he intended to do something he knew violated the law;

Fifth: The false matter in the tax return related to a material statement.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

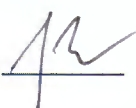
5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to 18 U.S.C. § 3663A(a) and (b), defendant agrees to make full restitution to the victim-investors in this case.

Defendant's Initials



7. Guidelines Sentence

Pursuant to Fed. R. Crim. P. 11(c)(1)(B), the United States will recommend to the Court that the defendant be sentenced within the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines, as adjusted by any departure the United States has agreed to recommend in this plea agreement. The parties understand that such a recommendation is not binding on the Court and that, if it is not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement, and the defendant will not be allowed to withdraw from the plea of guilty.

8. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will recommend to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG §3E1.1(a). The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant

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complies with the provisions of USSG §3E1.1(b) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., the United States agrees to file a motion pursuant to USSG §3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

9. Upward Departure

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States does not oppose the defendant's request to the Court that in sentencing the defendant the Court not depart upward from the applicable sentencing guideline range.

10. Cooperation - Substantial Assistance to be Considered

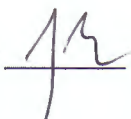
Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges

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in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing recommending (1) a downward departure from the applicable guideline range pursuant to USSG §5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of

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Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

11. Use of Information - Section 1B1.8

Pursuant to USSG §1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG §1B1.8(b).

12. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide

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full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by recision of any order dismissing them or, alternatively, does hereby waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony

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charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

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13. Taxes - Payment and Cooperation

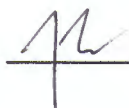
The defendant agrees to pay all taxes, interest, and penalties found to be lawfully owed and due to the Internal Revenue Service for the years 2016 through and including 2018, and to cooperate with and provide to the Internal Revenue Service any documentation necessary for a correct computation of all taxes due and owing for those years, and further agrees that the Court may make this term a condition of any sentence of probation or supervised release.

14. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 981(a)(1)(C) and 982(a)(1), and 28 U.S.C. § 2461(c), whether in the possession or control of the United States, the defendant, or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following: an order of forfeiture in the amount of \$3,283,467, which represents the proceeds the defendant admits he obtained, as the result of the commission of the offenses to which the defendant is pleading guilty, as well as the following assets which were purchased or funded with proceeds of the offenses to which the defendant is to plead guilty:

- a. All funds in any foreign exchange market accounts established by the defendant and/or Oasis International Group, Ltd., Oasis Management, LLC, Oasis Global FX,

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Ltd., and/or Oasis Global, S.A., to receive proceeds of the offenses;

- b. 2015 Mercedes-Benz SLK350, Vehicle Identification Number: WDDPK5HA8FF099097;
- c. 2016 Mercedes-Benz GLE400, Vehicle Identification Number: 4JGDA5GB5GA622371;
- d. 2015 Ferrari Convertible California T, Vehicle Identification Number: ZFF77XJA3F0208054;
- e. Real Property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

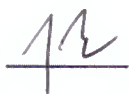
Lot 15, Block B , Lakewood Ranch Country Club Village, Subphase U a/k/a Palmer's Creek & Subphase X a/k/a Keswick, a Subdivision, according to the plat thereof, as recorded in Plat Book 40, Pages 71 through 85, inclusive, of the Public Records of Manatee County, Florida.

Property ID Number: 5885.0870/9.

- f. Real Property located at 6922 LaCantera Circle, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT 5, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE MM, A/KIA LACANTERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 48, PAGES 146 THROUGH 164, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

Property ID Number: 587304259.



- g. Real Property located at 444 Gulf of Mexico Drive, #3, Longboat Key, Florida 34228, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

UNIT 3, SAILBOAT SQUARE, A CONDOMINIUM ACCORDING TO DECLARATION OF CONDOMINIUM, RECORDED IN OR BOOK 3075, PAGE 826, AS AMENDED FROM TIME TO TIME, AND AS PER PLAT THEREOF RECORDED IN CONDOMINIUM BOOK 32, PAGES 24, 24A, 24B AND 24C, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH:

PARKING SPACES 35 THROUGH 42, INCLUSIVE AND 108 THROUGH 121, INCLUSIVE, AND BOAT SLIPS 3 AND 4 WITH THE DOCK LYING BETWEEN THOSE BOAT SLIPS.

Property ID Number: 0012043003.

- h. Real Property located at 16804 Vardon Terrace, #108, Bradenton, Florida 34211, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Unit No. 218, in Building 2, of Phase 2, of Terrace I at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2685, Page 5583, of the Public Records of Manatee County, Florida, as amended.

Property ID Number: 581533109.

- i. Real Property located at 16904 Vardon Terrace, #106, Bradenton, Florida 34211, including all improvements

thereon and appurtenances thereto, the legal description for which is as follows:

Unit 416, in Building 4, of Phase 2 of Terrace II at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2701, Page 3685, of the Public Records of

Manatee County, Florida, as amended.
Property ID Number: 581545959.

- j. Real Property located at 17006 Vardon Terrace, #105, Bradenton, Florida 34211, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

Unit 515, in Building 5, of Phase I of Terrace III at Lakewood National, a Phase Condominium, according to the Declaration of Condominium thereof, as recorded in Official Records Book 2740, Page 4940, of the Public Records of Manatee County, Florida, as amended.

Property ID Number: 581547459.

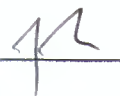
- k. Real Property located at 4058 Founders Club Drive, Sarasota, Florida 34240, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT D-5, FOUNDERS CLUB, A SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA.

Property ID Number: 0220-03-0023.

1. Real Property located at 4064 Founders Club Drive, Sarasota, Florida 34240, including all improvements thereon and

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appurtenances thereto, the legal description for which is as follows:

LOT D-4, FOUNDERS CLUB, A SUBDIVISION,
ACCORDING TO THE PLAT THEREOF RECORDED
IN PLAT BOOK 44, PAGE 30, OF THE PUBLIC
RECORDS OF SARASOTA COUNTY, FLORIDA.

Property ID Number: 0220030024;

- m. Real Property located at 7312 Desert Ridge Glen, Lakewood Ranch, Florida 34202, including all improvements thereon and appurtenances thereto, the legal description for which is as follows:

LOT 8, BLOCK A, LAKEWOOD RANCH COUNTRY CLUB VILLAGE, SUBPHASE V A/K/A LEGEND'S WALK & SUBPHASE W A/K/A KINGSMILL, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, PAGE(S) 149, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

Property ID Number: 588511909.

- n. Approximately 200, one ounce gold coins, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019;
- o. Approximately 100, one hundred ounce silver bars, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019; and
- p. Approximately \$62,750.00 in U.S. Currency, seized from 4064 Founders Club Drive, Sarasota, Florida on or about April 18, 2019.

The defendant admits that the 2015 Ferrari California T was also involved in the

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violation of 18 U.S.C. § 1957 to which he is to plead guilty. The net proceeds from the forfeiture and sale of any specific asset(s) will be credited to and reduce the amount the United States shall be entitled to forfeit as substitute assets pursuant to 21 U.S.C. § 853(p).

The defendant acknowledges and agrees that (1) the defendant obtained \$3,283,467 as a result of the commission of the offenses and (2) as a result of the acts and omissions of the defendant, the proceeds not recovered by the United States through the forfeiture of the directly traceable assets listed herein have been transferred to third parties and cannot be located by the United States upon the exercise of due diligence. Therefore, the defendant agrees that, pursuant to 21 U.S.C. § 853(p), the United States is entitled to forfeit any other property of the defendant (substitute assets), up to the amount of proceeds the defendant obtained, as the result of the offense(s) of conviction and, further, the defendant consents to, and agrees not to oppose, any motion for substitute assets filed by the United States up to the amount of proceeds obtained from commission of the offense(s).

The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence and the United States shall not be limited to the forfeiture of the substitute assets, if any, specifically listed in this plea agreement.

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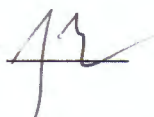
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The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture (including substitute assets) and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all

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assets over which defendant exercises control, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States. The defendant agrees that Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of

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responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty the Court may impose upon the defendant in addition to forfeiture.

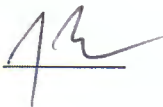
The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including the forfeiture of any substitute assets, is final.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663, including restitution as to all counts charged, whether or not the defendant enters

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a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. To ensure that this obligation is satisfied, the Defendant agrees to deliver a check or money order to the Clerk of the Court in the amount of \$300 payable to "Clerk, U.S. District Court" within ten days of the change of plea hearing.

The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense(s) to which the defendant is pleading provide(s) for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

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3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

5. Financial Disclosures

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit to the United States Attorney's Office within 30 days of execution of this agreement an affidavit

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reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party. The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

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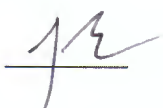
6. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

7. Defendant's Waiver of Right to Appeal the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence on any ground, including the ground that the

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Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

9. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

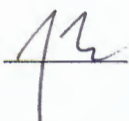
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10. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath,

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on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.

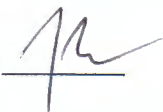
11. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt.

FACTS

From at least as early as November 2011, through and including at least April 18, 2019, in the Middle District of Florida, the defendant, Joseph S. Anile, II, conspired with others to commit wire fraud and mail fraud. The defendant and coconspirators made false and fraudulent representations to victim-investors and potential investors to persuade them to transmit their funds, via wire and mail, to entities and accounts controlled by conspirators to be traded in the foreign exchange market ("FOREX"). In fact, the defendant and coconspirators used only a portion of the victim-investors' funds for FOREX trading, and the

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trading resulted in losses which conspirators concealed. They used the balance of the victim-investors' funds to make Ponzi-style payments, to perpetuate the scheme, and for their own personal enrichment.

Specifically, the defendant, a resident of Sarasota and a licensed attorney, created offshore entities, secured broker-dealer licenses, drafted promissory notes and disclosures, monitored incoming wire transactions, directed outgoing wire transactions and, among other conduct, interacted with victim-investors in order to carry out the scheme. He was a co-founder, director, and president of Oasis International Group, Ltd. ("OIG"). He also created and/or controlled 444 Gulf of Mexico Drive, LLC, Bowling Green Capital Corporation, 4064 Founders Club Drive, LLC, and 4Oaks, LLC, and other entities.

OIG was a Cayman Islands limited corporation, and it served as the parent company for other entities, including, but not limited to, Oasis Management, LLC, Oasis Global FX, Ltd., Oasis Global (Belize), S.A., and 444 Gulf of Mexico, LLC, utilized to carry out the scheme. The defendant and coconspirators held OIG out to victim-investors as the entity used to conduct FOREX trading, the buying and selling of different currencies. They did not disclose the fact that neither OIG nor any of the conspirators was registered with the Commodity Futures Trading Commission ("CFTC"), as required to engage in FOREX trading in the United States.

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In soliciting investments, the defendant and coconspirators made multiple false and fraudulent representations and material omissions in their communications to victim-investors and potential investors. In particular, they promoted one of the conspirators as an experienced FOREX trader with a record of success, but concealed the fact that he had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity. They also fraudulently represented that: (a) conspirators did not charge any fees or commissions; (b) investors were guaranteed a minimum 12 percent per year return on their investments; (c) conspirators had never had a month when they had lost money on FOREX trades; (d) interest and principal payments made to investors were funded by profitable FOREX trading; (e) conspirators owned other assets sufficient to repay investors' principal investments; and (f) an investment with conspirators was safe and without risk. In so doing, the defendant and coconspirators caused victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to Oasis Management, LLC to be traded in the FOREX market.

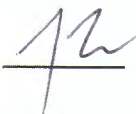
The defendant and coconspirators used some of the funds transmitted by later victim-investors to make purported interest payments to earlier victim-investors to create the illusion that the investment program was legitimate and

profitable, as in a typical Ponzi scheme. They used some of the funds transmitted by victim-investors for expenses associated with perpetuating the scheme and for their own personal enrichment.

As the scheme evolved, the defendant secured broker-dealer licenses from offshore regulatory entities to make it appear that conspirators could generate even greater earnings by facilitating FOREX trading. The defendant and conspirators solicited victim-investors to make "loans" to OIG, evidenced by promissory notes, purportedly to enable OIG to facilitate a larger volume of FOREX trades and thereby generate greater earnings. The defendant and coconspirators caused victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to Oasis Management, LLC and/or to OIG via a third-party fund administrator to purportedly serve as collateral for FOREX trading activity.

The defendant and coconspirators also developed and administered a "back office" operation - that is, a secure website that falsely and fraudulently depicted victim-investors' account balances and earnings - to convince victim-investors that their principal balances were safe and their investments were performing. Conspirators encouraged and caused victim-investors to access the "back office" website and monitor supposed activity in their accounts, including daily earnings, principal balances, and referral fees.

Defendant's Initials



The defendant and coconspirators used some of the funds “loaned” by victim-investors to conduct trades, via an offshore broker, in the FOREX market. Such trades resulted in catastrophic losses. The defendant and coconspirators concealed the FOREX trading losses from victim-investors, including by omitting any mention of the losses from the “back office” website.

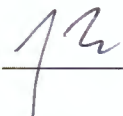
The defendant and coconspirators also used funds “loaned” by victim-investors to: (a) make Ponzi-style payments; (b) pay expenses associated with perpetuating the scheme; and (c) purchase million-dollar residential properties, high-end vehicles, gold, silver and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment. Some of the assets purchased by the defendant and co-conspirators with victim-investors’ funds include, but are not limited to, the following:

- a. 2015 Mercedes-Benz SLK350, Vehicle Identification Number: WDDPK5HA8FF099097;
- b. 2016 Mercedes-Benz GLE400, Vehicle Identification Number: 4JGDA5GB5GA622371;
- c. 2015 Ferrari Convertible California T, Vehicle Identification Number: ZFF77XJA3F0208054;
- d. Real Property located at 13318 Lost Key Place, Lakewood Ranch, Florida 34202;
- e. Real Property located at 6922 LaCantera Circle, Lakewood Ranch, Florida 34202;

- f. Real Property located at 444 Gulf of Mexico Drive, #3, Longboat Key, Florida 34228;
- g. Real Property located at 16804 Vardon Terrace, #108, Bradenton, Florida 34211;
- h. Real Property located at 16904 Vardon Terrace, #106, Bradenton, Florida 34211;
- i. Real Property located at 17006 Vardon Terrace, #105, Bradenton, Florida 34211;
- j. Real Property located at 4058 Founders Club Drive, Sarasota, Florida 34240;
- k. Real Property located at 4064 Founders Club Drive, Sarasota, Florida 34240; and
- l. Real Property located at 7312 Desert Ridge Glen, Lakewood Ranch, Florida 34202.

The defendant used victim-investors' money to purchase a personal residence and high-end vehicles and to fund his lifestyle. The defendant created 4064 Founders Club Drive, LLC, and used the entity and victim-investors' funds to purchase his personal residence, located at 4064 Founders Club Drive, Sarasota, Florida. He created 4Oaks, LLC and used it to open a bank account and to facilitate financial transactions, including to buy a Ferrari vehicle. Specifically, on February 1, 2019, the defendant wired \$57,134 of victim-investors' funds from the Wells Fargo Bank account ending in 2572 in the name of 4Oaks, LLC, to the Seacoast National Bank account of Marino Performance

Defendant's Initials



Motors in West Palm Beach, Florida, in partial satisfaction of the purchase price of the 2015 Ferrari Convertible California T. The defendant also created Bowling Green Capital Corporation, a New York corporation, and 444 Gulf of Mexico Drive, LLC, a Florida limited liability company, opened bank accounts in the names of said entities, and used them to receive victim-investors' funds, to pay certain of his personal expenses, and otherwise to fund his lifestyle.

The defendant did not include the victim-investors' funds he received and so understated his reported income on his federal income tax returns. In particular, on or about October 15, 2018, the defendant made and filed, or caused to be made and filed, a 2017 U.S. Individual Income Tax Return, IRS Form 1040, which he signed under penalty of perjury. When he did so, the defendant knew the income tax return was not true and correct because he understated his reported income by at least \$1,498,000, which he had received for his role in the scheme.

The conspiracy to commit wire fraud and mail fraud perpetrated by the defendant and coconspirators yielded more than \$72,719,929 in deposits from at least 700 victim-investors. The defendant and coconspirators used at least \$19,625,000 to engage in FOREX trading, and all the money was lost. They used at least \$21,974,000 to make Ponzi-style payments and principal payments to victim-investors. They used the balance of more than \$24,801,000 to pay

Defendant's Initials



expenses to perpetuate the scheme and primarily for their personal enrichment, and the defendant personally received a minimum of \$3,283,467 of this amount.

On April 18, 2019, in addition to other assets, law enforcement seized approximately \$62,750 in U.S. Currency, approximately 200 one-ounce gold coins, and approximately 100 one-hundred-ounce silver bars from the defendant's residence, all of which were purchased with or constitute victim-investors' funds.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.


Defendant's Initials

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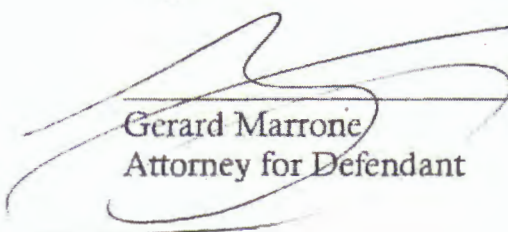
13. Certification

The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 8th ^{August} day of ~~June~~ 2019.

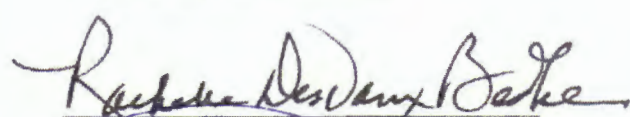


Joseph S. Anile, II
Defendant

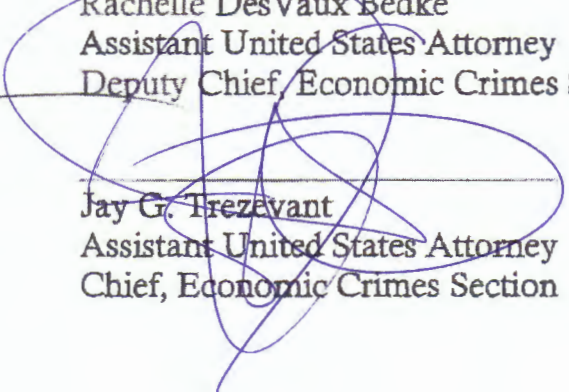


Gerard Marrone
Attorney for Defendant

MARIA CHAPA LOPEZ
United States Attorney



Rachelle DesVaux Bedke
Assistant United States Attorney
Deputy Chief, Economic Crimes Section



Jay G. Trezevant
Assistant United States Attorney
Chief, Economic Crimes Section

EXHIBIT B

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership

Civil Court Docket No. 8:19-cv-00886-VMC-SPF

Reporting Period 06/15/2019 to 09/30/2019

| | Details | Subtotal | Grand Total | Notes |
|--|------------|---------------|-----------------|---|
| Line 1 Beginning Balance (As of 06/15/2019): | | | 8,405,334.35 | |
| Increases in Fund Balance | | | | |
| Line 2 Business Income | 5,500.00 | | | Rental/Mortgage Income |
| Line 3 Cash and Securities | 256,583.84 | | | Cash from Frozen Accts. |
| Line 4 Interest/Dividend Income | 52,975.12 | | | Interest Income |
| Line 5 Asset Liquidation | | | | |
| Line 6 Third-Party Litigation Income | | | | |
| Line 7 Other Miscellaneous | | | | |
| Total Funds Available - Totals Line 1 - 7 | | 315,058.96 | \$ 8,720,393.31 | |
| Decreases in Fund Balance | | | | |
| Line 9 Disbursements to Investors | | | | |
| Line 10 Disbursements for Receivership Operations | | | | |
| 10a Disbursements to Receiver/Other Professionals | 149,229.61 | | | Professional Fees |
| 10b Third-Party Litigation Expenses | | | | |
| 10c Asset expenses | 125,691.02 | | | Insurance, Repairs, Maint., & Utilities |
| 10d Tax Payments | | | | |
| Total Disbursements for Receivership Operations | | | | |
| Line 11 Disbursements Related to Distribution Expenses | | | | |
| Line 12 Disbursement to Court/Other | | | | |
| Line 13 Other | | | | |
| Total Funds Disbursed - Total Lines 9 - 13 | | \$ 274,920.63 | \$ 274,920.63 | |
| Line 14 Ending Balance (as of 09/30/2019) | | | \$ 8,445,472.68 | |

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership

Civil Court Docket No. 8:19-cv-00886-VMC-SPF

From Inception to 09/30/2019

| | | Details | Subtotal | Grand Total | Notes |
|---|---|--------------|---------------|-----------------|---|
| Line 1 | Beginning Balance | | | - | |
| | Increases in Fund Balance | | | | |
| Line 2 | Business Income | 9,437.50 | | | Rental/Mortgage Income |
| Line 3 | Cash and Securities | 8,661,433.46 | | | Cash from Frozen Accts. |
| Line 4 | Interest/Dividend Income | 60,252.47 | | | Interest Income |
| Line 5 | Asset Liquidation | | | | |
| Line 6 | Third-Party Litigation Income | | | | |
| Line 7 | Other Miscellaneous | 820.00 | | | Cash from J. Anile House |
| Total Funds Available - Totals Line 1 - 7 | | | 8,731,943.43 | \$ 8,731,943.43 | |
| | Decreases in Fund Balance | | | | |
| Line 9 | Disbursements to Investors | | | | |
| Line 10 | Disbursements for Receivership Operations | | | | |
| 10a | Disbursements to Receiver/Other Professionals | 149,229.61 | | | Professional Fees |
| 10b | Third-Party Litigation Expenses | | | | |
| 10c | Asset expenses | 137,241.14 | | | Insurance, Repairs, Maint., & Utilities |
| 10d | Tax Payments | | | | |
| | Total Disbursements for Receivership Operations | | | | |
| Line 11 | Disbursements Related to Distribution Expenses | | | | |
| Line 12 | Disbursement to Court/Other | | | | |
| Line 13 | Other | | | | |
| Total Funds Disbursed - Total Lines 9 - 13 | | | \$ 286,470.75 | \$ 286,470.75 | |
| Line 14 | Ending Balance (as of 09/30/2019) | | | \$ 8,445,472.68 | |

| | | |
|------------|---|--|
| Line 15 | Number of Claims | |
| 15a | No. of Claims Received This Reporting Period | |
| 15b | No. of Claims Received Since Inception of Estate | |
| Line 16 | Number of Claimants/Investors | |
| 16a | No. of Claimants/Investors Paid This Reporting period | |
| 16b | No. of Claimants/Investors Paid Since Inception of Estate | |

Receiver:

By:

Signature

Printed Name

Title

Date:



BURTON W. W. ANDREWS

Receiver

10/30/2019

EXHIBIT C

| Account Name by Party or Affiliate | Account | Authorized Signer(s) | Bank | Account Type | Status | Still Frozen | Liquidated |
|-------------------------------------|---------|--|---------------------------------------|---------------------------------|----------------|--------------|-------------|
| 13318 Lost Key Place, LLC | *2850 | Michael Dacorta | Wells Fargo | Simple Business Checking | Liquidated | \$0.00 | \$490.97 |
| 4064 Founders Club Drive, LLC | *3975 | Joseph S. Anile II; MaryAnne E. Anile | Wells Fargo | Business Choice Checking | Liquidated | \$0.00 | \$10,383.26 |
| 4064 Founders Club Drive, LLC | *1807 | Joseph S. Anile II; MaryAnne E. Anile | Wells Fargo | Business Platinum Savings | Closed | \$0.00 | \$0.00 |
| 444 Gulf of Mexico Drive, LLC | *3967 | Michael Dacorta; Joseph S. Anile II | Wells Fargo | Simple Business Checking | Liquidated | \$0.00 | \$15,600.10 |
| 4Oaks, LLC | *2572 | Joseph S. Anile II; MaryAnne E. Anile | Wells Fargo | Business Choice Checking | Liquidated | \$0.00 | \$30,910.45 |
| 6922 Lacantera Circle, LLC | *2805 | Michael Dacorta | Wells Fargo | Simple Business Checking | Liquidated | \$0.00 | \$37,929.49 |
| Bowling Green Capital Management | *7485 | Joseph S. Anile II; MaryAnne E. Anile | Capital One | Small Business Rewards Checking | Liquidated | \$0.00 | \$6,173.59 |
| Francisco Duran | *9152 | Francisco Duran | JPMorgan Chase | Total Checking | Liquidated | \$0.00 | \$309.24 |
| Francisco Duran | *0568 | Francisco Duran; Lauren K Duran | JPMorgan Chase | Checking | Liquidated | \$0.00 | \$1,097.04 |
| Francisco Duran | *1192 | Francisco Duran | JPMorgan Chase | Total Checking | Liquidated | \$0.00 | \$4,174.69 |
| Francisco Duran | *8083 | Francisco Duran | M&I/BMO Harris | Checking | Closed | \$0.00 | \$0.00 |
| Francisco Duran | *9788 | Francisco Duran | M&I/BMO Harris | Checking | Closed | \$0.00 | \$0.00 |
| Francisco Duran or Rebecca C. Duran | *2550 | Francisco Duran; Rebecca C. Duran | SunTrust | Checking | Closed | \$0.00 | \$0.00 |
| John J. Haas | *0245 | John J. Haas | TD Bank | Checking | Liquidated | \$0.00 | \$31,065.79 |
| John J. Haas | *5029 | John J. Haas | Nassau Educators Federal Credit Union | Checking | Income Account | Varies | N/A |
| John J. Haas | TBD | John J. Haas | Equity Trust | IRA | TBD | \$174.66 | \$0.00 |
| John J. Haas; Lillian Haas | *2105 | John J. Haas | TD Bank | Checking | Liquidated | \$0.00 | \$4,362.80 |
| John J. Haas; Lillian Haas | *9201 | John J. Haas | TD Bank | Savings | Liquidated | \$0.00 | \$1,001.23 |
| John J. Haas, Inc. | *2488 | John J. Haas | TD Bank | TD Business Convenience Plus | Liquidated | \$0.00 | \$517.83 |
| John J. Haas | TBD | John J. Haas | Knights of Columbus Insurance | Cash Surrender Value | Frozen | \$33,068.63 | \$0.00 |

| Account Name by Party or Affiliate | Account | Authorized Signer(s) | Bank | Account Type | Status | Still Frozen | Liquidated |
|------------------------------------|---------|--------------------------------------|--------------------------------------|---------------------------------|-----------------------|----------------|----------------|
| John J. Haas | TBD | John J. Haas | Knights of Columbus Insurance | Cash Surrender Value | Frozen | \$7,260.33 | \$0.00 |
| Joseph S. Anile II | *7857 | Joseph S. Anile II | Regions | Savings | Disputed | \$5,000.75 | \$0.00 |
| Joseph S. Anile II | *8241 | Joseph S. Anile II | Regions | Lifegreen Checking | Liquidated | \$0.00 | \$3,123.20 |
| Lagoon Investments, Inc. | *1522 | Michael Dacorta; Joseph S. Anile II. | Regions | Business Checking | Liquidated | \$0.00 | \$17,889.07 |
| Mainstream Fund Services, Inc. | *1174 | Denise DePaola; Michael Nolan | Citibank | Savings | Unfrozen by Agreement | \$0.00 | \$0.00 |
| Mainstream Fund Services, Inc. | *5606 | Denise DePaola; Michael Nolan | Citibank | Checking | Unfrozen by Agreement | \$0.00 | \$0.00 |
| Mainstream Fund Services, Inc. | *0764 | Denise DePaola; Michael Nolan | Citibank | Checking | Liquidated | \$0.00 | \$6,012,397.78 |
| Michael DaCorta | *1424 | Michael Dacorta | Wells Fargo | Everyday Checking | Liquidated | \$0.00 | \$751.54 |
| Michael DaCorta | *0387 | Michael Dacorta | AXA | Annuity Policy | Terminated 7/15/16 | \$0.00 | \$0.00 |
| Michael DaCorta | TBD | Michael Dacorta | PNC | TBD | TBD | \$0.00 | \$0.00 |
| Michael DaCorta; Carolyn DaCorta | *0386 | Michael Dacorta | People's United | TBD | TBD | \$0.00 | \$0.00 |
| Oasis Management, LLC | *9302 | Michael Dacorta | Wells Fargo | Business Package Checking | Liquidated | \$0.00 | \$2,149,654.18 |
| Oasis Management, LLC | *3887 | Michael Dacorta | Wells Fargo | Market Rate Savings | Liquidated | \$0.00 | \$605.33 |
| Oasis Capital Management S.A. | *6058 | TBD | British Caribbean Bank International | TBD | Closed | \$0.00 | \$0.00 |
| Oasis Capital Management S.A. | *1200 | TBD | Belize Bank International, Ltd. | TBD | Closed | \$0.00 | \$0.00 |
| Oasis Global (Nevis) Ltd. | *9631 | TBD | Bank of America | Busines Checking | Closed | \$0.00 | \$0.00 |
| Oasis Global FX Limited | *4622 | Joseph S. Anile II | Choice Bank (Belize) | TBD/Liquidator Appointed | See Report | \$67,000.00 | \$0.00 |
| Oasis Global FX, S.A. | *0055 | Joseph S. Anile II | Barclays Bank/ATC | TBD/UK Authorities Involved | Frozen in UK | \$2,005,368.29 | \$0.00 |
| Oasis Global FX, S.A. | *5663 | Joseph S. Anile II | Choice Bank (Belize) | TBD | Closed | \$0.00 | \$0.00 |
| Oasis Global FX, S.A. | *6059 | Joseph S. Anile II | Heritage Bank | TBD/Deposit for Broker Activity | See Report | \$500,000 | \$0.00 |
| Raymond P. Montie | *1510 | Raymond P. Montie | AXA | 401k Plan | TBD | \$111,076.33 | \$0.00 |
| Raymond P. Montie | *8414 | Raymond P. Montie | First SeaCoast Bank | Checking | TBD | \$645.18 | \$0.00 |
| Raymond P. Montie | *1574 | Raymond P. Montie | Fidelity Investments | IRA Account | TBD | \$5,023.99 | \$0.00 |

| Account Name by Party or Affiliate | Account | Authorized Signer(s) | Bank | Account Type | Status | Still Frozen | Liquidated |
|--|---------|--|----------------------|----------------------------|-------------------|--------------|--------------|
| Raymond P. Montie | *4500 | Raymond P. Montie | Fidelity Investments | Investment Account | Underwater | -\$24.82 | \$0.00 |
| Raymond P. Montie | *2805 | Raymond P. Montie | TD Bank | Premier Checking | Liquidated | \$0.00 | \$138,508.73 |
| Raymond P. Montie | *3802 | Raymond P. Montie | TD Bank | Savings | Frozen | \$0.00 | \$0.00 |
| Raymond P. Montie | *2148 | Raymond P. Montie | TD Bank | TD Beyond Checking | Income Account | Varies | N/A |
| Raymond P. Montie; Danielle TerraNova | *3934 | Raymond P. Montie | TD Bank | Relationship Checking | Closed | \$0.00 | \$0.00 |
| RPM 7 LLC | *6068 | Raymond P. Montie | TD Bank | Business Convenience Plus | Liquidated | \$0.00 | \$2,395.63 |
| RPM 7 LLC | *1952 | Raymond P. Montie | TD Bank | Business Convenience Plus | Liquidated | \$0.00 | \$7,834.46 |
| RPM 7 LLC | *6076 | Raymond P. Montie | TD Bank | TBD | Closed | \$0.00 | \$0.00 |
| RPM 7 LLC | *6430 | Raymond P. Montie | TD Bank | TBD | Closed | \$0.00 | \$0.00 |
| RPM 7 LLC | *6638 | Raymond P. Montie | TD Bank | TBD | Closed | \$0.00 | \$0.00 |
| Diamond BOA LLC | *0306 | Raymond P. Montie | TD Bank | Business Convenience Plus | Liquidated | \$0.00 | \$8,130.54 |
| Goose Pond Consulting | *9658 | Raymond P. Montie; Danielle TerraNova | NBT Bank | Free Business Checking | TBD | \$787.00 | \$0.00 |
| Roar of the Lion Fitness, LLC | *1396 | Michael Dacorta; Andrew Dacorta | Wells Fargo | Business Choice Checking | Liquidated | \$0.00 | \$17,704.97 |
| Satellite Holdings Company | *8808 | John Haas | Wells Fargo | Market Rate Savings | Liquidated | \$0.00 | \$500.42 |
| Satellite Holdings Company | *5347 | John Haas | Wells Fargo | General Operating Checking | Liquidated | \$0.00 | \$127,921.13 |

EXHIBIT D

| Property | Units | Estimated Value or Purchase Price | Lien | Status or Disposition | Actual Value or Sale Price |
|---|-------|--------------------------------------|-------------|--|-------------------------------|
| Defendant Anile/4064 Founders Club Drive | | | | | |
| 2015 Mercedes Benz SLK 350 | 1 | \$28,050.00 | \$0.00 | Forfeited; Pending Auction; Lien Foreclosed | TBD |
| 2016 Mercedes Benz GLE 400 | 1 | \$37,000.00 | \$0.00 | Forfeited; Pending Auction | TBD |
| 100 Ounce Silver Bars | 100 | \$150,900.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| One Ounce Gold Coins | 200 | \$255,320.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| U.S. Currency | N/A | \$62,750.00 | \$0.00 | Forfeited; In USMS/FBI Custody | \$62,750.00 |
| Quietsource 48KW Generator | 1 | \$28,017.00 | \$0.00 | Sold by Receiver | \$12,500.00 |
| Pool Table | 1 | TBD | \$0.00 | Receiver Seeking Return from Anile | TBD |
| Piano | 1 | \$1,000.00 | \$0.00 | For Sale by Receiver | TBD |
| Jewelry | Misc. | \$60,749.00 | \$0.00 | Receiver Seeking Return from Anile | TBD |
| Bedroom Set | 1 | \$1,000.00 | \$0.00 | Sold by Receiver | \$1,000.00 |
| Grandfather Clock | 1 | TBD | \$0.00 | Receiver Seeking Return from Anile | TBD |
| Misc. Household Items and Furniture | 59 | \$6,000.00 | \$0.00 | For Sale by Receiver | TBD |
| Defendant DaCorta/13318 Lost Key Place/6922 Lacantera Circle | | | | | |
| 2017 Maserati Ghibli S Q4 | 1 | \$60,800.00 | \$43,528.88 | Forfeited; Pending Auction | TBD |
| 2018 Land Rover Range Rover Velar | 1 | \$57,825.00 | \$0.00 | Forfeited; Pending Auction | TBD |
| 2015 Land Rover Range Rover Evoque | 1 | \$25,100.00 | \$26,129.29 | Abandoned Due to Lack of Value Given Lien | \$0.00 |
| 100 Ounce Silver Bars | 64 | \$96,576.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| \$1.00 Silver One Ounce Coins | 1,500 | \$22,635.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| Credit Suisse One Ounce Gold Ingots | 3 | \$3,829.80 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| APMEX.com One Ounce Silver Coins | 5 | \$75.45 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| Lady Liberty \$50 Gold One Ounce Coins | 7 | \$8,629.80 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| Lady Liberty \$50 Gold One Ounce Coins | 40 | \$48,000.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| Lady Liberty \$1.00 Silver One Ounce Coins | 120 | \$2,400.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| "Bitcoin" One Ounce Gold-Plated Coin | 1 | \$1.00 | \$0.00 | Forfeited; Pending Transfer to Receiver and Sale | TBD |
| U.S. Currency | N/A | \$160,000.00 | \$0.00 | Forfeited; In USMS/FBI Custody | \$160,000.00 |
| Handgun | 1 | \$517.00 | \$0.00 | Receiver Seeking Return from DaCorta | TBD |
| Coffee Table | 1 | \$200.00 | \$0.00 | Sold by Receiver | \$200.00 |
| Televisions | 2 | \$200.00 | \$0.00 | Sold by Receiver | \$200.00 |
| Safe | 1 | \$200.00 | \$0.00 | Sold by Receiver | \$200.00 |
| Outdoor Speakers | 2 | \$150.00 | \$0.00 | Sold by Receiver | \$150.00 |
| Pool Table Chairs | 2 | \$300.00 | \$0.00 | Sold by Receiver | \$300.00 |

| | | | | |
|-------------------------------------|----|-------------|--------------------------------------|-----|
| Sauna | 1 | TBD | \$0.00 For Sale by Receiver | TBD |
| Quietsource 48KW Generator | 1 | \$24,969.81 | \$0.00 Not Delivered; Refund Pending | TBD |
| Misc. Household Items and Furniture | 50 | \$2,000.00 | \$0.00 For Sale by Receiver | TBD |

Defendant Duran/7312 Desert Ridge Glen

| | | | | |
|--|----|--------------|---|------------|
| 2018 Porsche 911 C4 Targa | 1 | \$113,375.00 | \$90,095.85 Pending FBI Administrative Forfeiture | TBD |
| 2018 Mercedes Benz Convertible SL 450R | 1 | \$65,825.00 | \$83,611.29 Abandoned Due to Lack of Value Given Lien | \$0.00 |
| 2019 Land Rover Range Rover Sport | 1 | \$0.00 | \$0.00 Leased; Not Seized Due to Lack of Value | \$0.00 |
| Swiss Watch | 1 | \$10,900.00 | \$0.00 Receiver Seeking Return from Duran | TBD |
| Golf Cart | 1 | \$5,500.00 | \$0.00 Sold by Receiver | \$4,750.00 |
| Televisions | 2 | \$200.00 | \$0.00 Sold by Receiver | \$200.00 |
| Misc. Household Items and Furniture | 28 | \$1,000.00 | \$0.00 For Sale by Receiver | TBD |

Defendant Montie

| | | | | |
|----------------------------------|--------|-------------|---|-----|
| 1996 Mercedes Benz 450SL | 1 | \$2,167.00 | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| 2016 Toyota 4Runner | 1 | \$22,885.00 | \$12,180.85 Disclosed in 8/30/19 Financial Affidavit | TBD |
| 2009 South Bay Pontoon Boat | 1 | \$11,590.00 | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| Furniture Located in PA House | Misc. | TBD | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| Furniture Located in NH House | Misc. | TBD | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| Furniture Located in NY House | Misc. | TBD | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| Standard Oil Company, Inc. Stock | 60,606 | TBD | \$0.00 Disclosed in 8/30/19 Financial Affidavit; Purchased for \$100,000 in 2015 | TBD |
| Ounces of Silver | 990 | \$17,087.00 | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |
| Firearms | 19 | \$8,290.00 | \$0.00 Disclosed in 8/30/19 Financial Affidavit | TBD |

Defendant Haas

| | | | | |
|-------------------------------------|-------|-------------|---|-----|
| 2012 Mercedes Benz GLK 350 (black) | 1 | \$3,500.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 2012 Mercedes Benz GLK 350 (silver) | 1 | \$10,068.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 1966 Ford LTD (gold) | 1 | \$2,500.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 1966 Ford LTD (green) | 1 | \$500.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 1959 GMC 100 Truck | 1 | \$6,000.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 2014 Ford Escape | 1 | \$12,000.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| 2013 Horton Trailer | 1 | \$1,000.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| Household Furniture | Misc. | TBD | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |
| Auto Parts | Misc. | \$1,000.00 | \$0.00 Disclosed in 6/24/19 Financial Affidavit | TBD |

Relief Defendant 4Oaks, LLC (Anile)

| | | | | |
|---------------------------|---|--------------|-----------------------------------|-----|
| 2015 Ferrari California T | 1 | \$174,300.00 | \$0.00 Forfeited; Pending Auction | TBD |
|---------------------------|---|--------------|-----------------------------------|-----|

Relief Defendant Roar of the Lion Fitness, LLC

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|----------------------------------|--------|-----|-----------------------------|-----|
| Nutritional Supplement Capsules | 11,247 | TBD | \$0.00 For Sale By Receiver | TBD |
| Promotional Yoga Mats and Hats | 357 | TBD | \$0.00 For Sale By Receiver | TBD |
| Nutritional Protein Powder | 1805 | TBD | \$0.00 For Sale By Receiver | TBD |
| Nutritional "Pre-Workout" Powder | 876 | TBD | \$0.00 For Sale By Receiver | TBD |
| Nutritional Creatine Powder | 861 | TBD | \$0.00 For Sale By Receiver | TBD |