

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

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

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 4OAKS LLC,

Relief Defendants.

**RECEIVER'S MOTION TO APPROVE
AGREEMENTS REGARDING RECEIVERSHIP PROPERTY**

Burton W. Wiand, as receiver over the assets of the above-captioned defendants and relief defendants (the "**Receiver**" and the "**Receivership**"), moves the Court to approve (1) a Memorandum of Understanding (the "**MOU**") between the Receiver and the United States Marshals Service ("**USMS**"); (2) a Consent Forfeiture Agreement (the "**Consent**") between the

Receiver and Department of Justice (“**DOJ**”); and (3) the plan for the liquidation of Receivership assets the Court directed the Receiver to prepare (the “**Liquidation Plan**”). As explained below, the Court’s approval of these documents will allow the Receiver to fulfill his mandate in an efficient and cost-effective manner by facilitating cooperation between interested parties and avoiding unnecessary litigation.

BACKGROUND

On April 15, 2019, the Court appointed Mr. Wiand as Receiver and 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* Order Granting Plaintiff’s Motion For An Ex Parte Statutory Restraining Order, Appointment Of A Temporary Receiver, And Other Equitable Relief (Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b.) (the “**TRO**”).

The Court also directed the Receiver to “[t]ake all steps necessary to secure the business and other premises under the control of the Receivership Defendants, including but not limited to premises located at:

Premises Address	Description
444 Gulf of Mexico Drive Longboat Key, FL	Defendant OIG’s main office Owned by Relief Defendant 444 Gulf of Mexico Drive
4064 Founders Club Drive Sarasota, FL	Defendant Anile’s residence Owned by Relief Defendant 4064 Founders Club Drive, LLC

6922 Lacantera Circle Lakewood Ranch, FL	Defendant DaCorta's Residence Owned by Relief Defendant 6922 Lacantera Circle, LLC
13318 Lost Key Place Lakewood Ranch, FL	Defendant DaCorta's residence Owned by Relief Defendant 13318 Lost Key Place, LLC"

Doc. 7 at 15-16.

On April 26, 2019, defendant Michael J. DaCorta ("**DaCorta**") executed a Consent To Entry Of Preliminary Injunction And Order Appointing Receiver And Staying Litigation in his individual capacity and also on behalf of defendants Oasis International Group, Limited and Oasis Management, LLC and relief defendants Roar of the Lion Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 6922 Lacantera Circle, LLC; and 13318 Lost Key Place, LLC. Doc. 35-3.

That same day defendant Joseph S. Anile, III ("**Anile**") executed a Consent To Entry Of Preliminary Injunction And Order Appointing Receiver And Staying Litigation in his individual capacity and also on behalf of relief defendants Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; 4064 Founders Club Drive, LLC; and 4Oaks LLC. Doc. 35-4.

On April 30, 2019, the Court entered the referenced Order Appointing Receiver And Staying Litigation, which made the Receiver's appointment permanent with respect to these defendants and relief defendants absent further order of the Court. *See* Doc. 44 (the "**Order Appointing Receiver**" and, collectively with the TRO, the "**Receivership Orders**"). The Order Appointing Receiver authorizes the Receiver 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.” *Id.* ¶ 19. Such “[r]eal property includes, but is not limited to, premises located at:

Premises Address	Description
444 Gulf of Mexico Drive Longboat Key, FL	Defendant OIG’s main office Owned by Relief Defendant 444 Gulf of Mexico Drive
4064 Founders Club Drive Sarasota, FL	Defendant Anile’s residence Owned by Relief Defendant 4064 Founders Club Drive, LLC
6922 Lakantera Circle Lakewood Ranch, FL	Defendant DaCorta’s residence Owned by Relief Defendant 6922 Lakantera Circle, LLC
13318 Lost Key Place Lakewood Ranch, FL	Defendant DaCorta’s residence Owned by 13318 Lost Key Place, LLC
7312 Desert Ridge Glen Lakewood Ranch, FL	Owned by Defendant Oasis International Group, Limited
17006 Vardon Terrace, #105 Lakewood Ranch, FL	Owned by Defendant Oasis Management, LLC
16804 Vardon Terrace, #108 Lakewood Ranch, FL	Owned by Defendant Oasis Management, LLC
16904 Vardon Terrace, #106 Lakewood Ranch, FL	Owned by Defendant DaCorta”

Doc. 44 at 10.

As required by the Receivership Orders, the Receiver has taken steps to secure and take possession of these properties by (1) negotiating with certain tenants regarding rent payments; (2) requiring other tenants (primarily the defendants) to vacate the properties; (3) changing the locks on certain exterior doors; (4) obtaining appropriate insurance; and (4) arranging for the payment of utilities, pest control, pool cleaning, lawn care, and other routine maintenance

services. The Receiver is in the process of interviewing real estate agents to market and list the properties for sale.

The DOJ's Seizure and Administrative Forfeiture of Certain Personal Property

On April 18, 2019, agents from the Federal Bureau of Investigation executed search warrants at several of the properties. Among other things, they seized luxury automobiles purchased by certain defendants and relief defendants, including the following: (1) 2015 Ferrari California T; (2) 2017 Maserati Ghibli S four-door sedan; (3) 2018 Land Rover Range Rover four-door sport utility vehicle; (4) 2015 Land Rover Range Rover four-door sport utility vehicle; (5) 2015 Mercedes Benz convertible; (6) 2016 Mercedes Benz GLE 400; (7) 2018 Porsche 911 Targa; (8) 2018 Mercedes Benz convertible SL 450R; and (9) 2013 Maserati GranTurismo.

Agents also seized cash, computers, cell phones, gold, and silver. 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 worth approximately \$264,670 (at \$1,323.35 per ounce) and 100 silver ingots, each weighing 100 ounces and collectively worth \$147,900 (at \$14.79 per ounce). The Receiver understands that law enforcement seized similar assets from DaCorta's residence at 6922 Lacantera Circle, but he does not yet have a list of those assets. The DOJ has informed the Receiver that the seized property is subject to administrative forfeiture proceedings.

The DOJ's Civil Forfeiture Action

On April 17, 2019, the Department of Justice, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against all the real properties identified above. *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.*, Case No. 8:19-cv-00908 (M.D. Fla.) (Doc. 1 ¶ 1) (the "Forfeiture

Action”). On April 24, 2019, the undersigned filed a notice of appearance in the Forfeiture Action on behalf of the Receiver and the properties, given the Receiver’s interest in the properties under the Receivership Orders. FA Doc. 17. The Receiver and the DOJ then began negotiations about how to resolve their claims to the real and personal properties described above in a cooperative and efficient manner. The MOU and the Consent are the products of those negotiations.

The Consent Forfeiture Agreement

Subject to this Court’s approval, the Receiver has agreed to consent to the entry of a final judgment of forfeiture against the real properties at issue in the Forfeiture Action. A copy of the Consent is attached as **Exhibit A**. This will facilitate the resolution of that action without the expenditure of significant fees and costs. As discussed below, it will also preserve the value of the real properties for eventual distribution to defrauded investors through a claims process under this Court’s supervision. As set forth in Exhibit A, the effectiveness of the consent is expressly conditioned on the Court’s approval. *See* Ex. A. ¶ 10.

The Memorandum of Understanding

The Receiver has also executed a Memorandum of Understanding with the United States Marshals Service. A copy of the MOU is attached as **Exhibit B**. Typically, the USMS is responsible for liquidating forfeited assets, but the Receiver and the USMS have agreed that the Receiver will liquidate the real and personal property described above. 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.” *Id.* at 2. 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.* at 1. 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. *See id.* at 3. 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.

The MOU will allow the Receiver to fulfill his mandate under the Receivership Orders by using all the tools at his disposal to sell the assets. It will also allow the USMS to properly account for the seized assets in accordance with pertinent statutes and regulations. And most importantly, it will eliminate the potential for conflict between the interested parties thus conserving the value of the assets for victims of the scheme.

The Liquidation Plan

In the Receivership Orders, the Court directed the Receiver to develop and file a plan for the liquidation of Receivership assets. *See* Doc. 103. A copy of the Receiver’s Liquidation Plan is also attached as **Exhibit C**. The USMS requested a copy of the Liquidation Plan in connection with negotiating the MOU. Exhibit C is self-contained and explains the general procedures the Receiver uses to sell assets. The Receiver seeks the Court’s approval of the Liquidation Plan along with the Consent and MOU. As set forth in Exhibit C, the Receiver will continue to move the Court on a case-by-case basis to approve the sale of all real property and all personal property worth more than \$10,000.

MEMORANDUM OF LAW

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). The goal of a receiver charged with liquidating assets is to obtain the best value available under the circumstances. *Fleet Nat'l Bank v. H & D Entertainment, Inc.*, 926 F. Supp. 226, 239-40 (D. Mass. 1996) (citations omitted).

Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F. 2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982)

(court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

Based on these equitable principles, the Court should approve the Consent, MOU, and Liquidation Plan for six independent reasons. First, the proposed documents will resolve the Forfeiture Action and eliminate any potential conflict between the Receiver and the DOJ regarding the real properties at issue. Second, approval of the documents will conserve Receivership resources by avoiding unnecessary litigation. Third, the proposed documents allow the Receiver to sell the real and personal properties subject to forfeiture using all the tools available to him, which is consistent with the Receivership Orders. Fourth, the agreements also allow the DOJ and the USMS to comply with the pertinent statutes and regulations governing their activities. Fifth, the sale proceeds will be made available for distribution to Receivership creditors, including defrauded investors, once the Receiver files a petition for remission with the DOJ after the Receiver has liquidated all the assets. And sixth, the Court will maintain the ability to supervise the Receiver’s actions because he will file a motion to approve the sale of each parcel of real property and each item of personal property worth more than \$10,000.

In sum, the Receiver believes the procedures set forth in the Consent, MOU, and Liquidation Plan are in the best interests of this Receivership and respectfully asks the Court to approve those documents.

LOCAL RULE 3.01(G) CERTIFICATION

Undersigned counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC does not oppose the relief requested in this motion. Undersigned counsel has also conferred with counsel for (1) defendants John Haas and

Satellite Holdings Company; (2) defendant Raymond P. Montie, III; and (3) defendants and relief defendants Joseph S. Anile, II, Bowling Green Capital Management LLC (Doc. 71), 4064 Founders Club Drive, LLC (Doc. 75), Lagoon Investments, Inc. (Doc. 72), and 4 Oaks LLC (Doc. 78) and is authorized to represent to the Court that those defendants do not oppose the relief requested in this motion.

Counsel for defendant Michael DaCorta has advised the undersigned that he intends to move the Court to withdraw from the representation. Presumably as a result, counsel has not taken a position on this motion.

Counsel for the Receiver has attempted to confer by email with counsel for relief defendant Mainstream Fund Services, Inc. on June 4, 6 and 7, 2019, and by telephone on June 7, 2019, but he has been unable to determine the entity's position.

Defendants Francisco "Frank" Duran (Doc. 70); Oasis Management Group, LLC (Doc. 69); and Oasis International Group Limited (Doc. 94) have defaulted, and the two entities are under the Receiver's control pursuant to this Court's orders. Relief defendants Roar of the Loan Fitness, LLC (Doc. 73); 444 Gulf of Mexico Drive, LLC (Doc. 74); 6922 Lacantera Circle, LLC (Doc. 76); and 13318 Lost Key Place, LLC (Doc. 77) have also defaulted and are under the Receiver's control pursuant to the Court's orders.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on June 7, 2019, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court, which served counsel for record. I have also provided the following non-CM/ECF participants with a true and correct copy of the foregoing by electronic mail and US mail to:

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