

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, *et al.*,

Defendants,

and

MAINSTREAM FUND SERVICES, INC., *et al.*,

Relief Defendants.

**RECEIVER'S MOTION TO APPROVE RETENTION OF SPECIAL FOREIGN
COUNSEL TO FACILITATE TRANSFER OF CONTROL OF OASIS
INTERNATIONAL GROUP, LTD. TO RECEIVER**

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 his engagement of the Cayman Islands office of the legal services firm, the Maples Group. As explained below, the Receiver seeks assistance from the Maples Group to provide local counsel services to effectuate the transfer of control of the Receivership defendant, Oasis International Group, Ltd. (organized in the Cayman Islands) to the Receiver, allowing the Receiver to direct the operations of OIG and carry-out his directives under the Receivership Order appointing him.

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 “Temporary Order”).

The Court has since made the Receiver’s appointment permanent absent further order of the Court. *See* Consolidated Receivership Order (Doc. 177) (the “Receivership Order”). The Receivership Order authorizes the Receiver to retain professionals to assist him in carrying out his mandate, but it also requires the Court to approve the pertinent engagements. (*See e.g.*, Doc. 177, at ¶ 8F, ¶¶ 59-60).

Oasis International Group Limited

Defendants fraudulently solicited hundreds of members of the public to invest in excess of \$75 million in two commodity pools, which would purportedly make investments in retail foreign currency contracts (“forex”). Rather than using the funds for forex trading, however, the Defendants instead misappropriated the majority of the pool participants’ funds and invested only a relatively small portion of the funds in forex (which incurred substantial losses). The principal corporate entity used by the individual Defendants to perpetuate the fraud was Defendant Oasis International Group, Limited (“OIG”), a Cayman Islands limited corporation formed in March 2013 by Defendants DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all directors of OIG. OIG is not registered with the Commodity Futures Trading Commission in any capacity.

After his appointment, the Receiver learned that the Cayman Islands office of the Maples Group had been involved in providing corporate legal services to OIG. The Receiver contacted attorney Christopher Capewell of the Maples Group in an effort to understand his firm’s

representation of the Defendants, which Mr. Capewell explained included drafting corporate documents relating to the registration of OIG with local authorities and documents appointing DaCorta, Anile and Montie as directors of OIG.

The Maples Group represented that it could assist the Receiver in transferring control of OIG to him (by changing the directors from DaCorta, Anile and Montie to the Receiver), which, in turn, would ultimately allow the Receiver to direct the operations of OIG, including assessing its value and determining its viability as a saleable asset. The transfer of control of OIG will also assist the Receiver in his directives under the Receivership Order, especially with regard to actions involving Receivership assets which may be owned by OIG.

The Maples Group is experienced in providing legal services to the financial services industry, as well as providing these services to international clients wishing to establish business in the Cayman Islands. Additional information can be found at <https://maples.com/en/Services/>. Mr. Capewell is a Partner of the Maples Group, and Composite **Exhibit "A"** contains biographical information about Mr. Capewell and several other members of the firm who may assist him.

The Receiver seeks to use the services of the Maples Group because its attorneys are familiar with local Cayman Islands laws, regulations and proceedings (which the Receiver is not), and the Receiver reasonably believes the Maples Group can perform the necessary functions in a more economically reasonable manner than the Receiver or his current counsel. There are also logistical considerations the Receiver faces when interacting in foreign jurisdictions which the Maples Group is not limited by. The Maples Group has requested a \$10,000 retainer, and estimated that its representation would not exceed this amount. Given the work involved, the Receiver believes these fees are appropriate given all circumstances.

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. *See, e.g., 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).

As noted above, the Receivership Orders authorize the Receiver to retain professionals to assist him in carrying out his mandate, but they require the Receiver to seek the Court's approval of the pertinent engagements. The Receiver thus seeks the Court's approval of his retention of the Maples Group to provide the above-described services.

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) 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); (3) relief defendant Mainstream Fund Services, Inc.; (4) defendant Raymond P. Montie, III; and (5) Defendant Francisco Duran, and is authorized to represent to the Court that these parties do not oppose the relief requested in this motion. Defendant DaCorta, acting pro se, did not return phone calls placed to him seeking his objection. Defendant Oasis Management Group, LLC (Doc. 69) has defaulted, and it (along with defendant Oasis International Group Limited) is under the Receiver's control pursuant to this

Court's orders. Relief defendants Roar of the Lion 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.

Respectfully submitted,

s/ Eric R. Feld

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Counsel for Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on August 12, 2019, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court, which served counsel of record. I have also provided the following non-CM/ECF participants with a true and correct copy of the foregoing by the listed means to:

Via Email

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s/ Eric R. Feld

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