

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

Case No. 8:19-cv-00886-VMC-SPF

OASIS INTERNATIONAL GROUP,  
LIMITED, ET AL.,

Defendants.

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**CONSENT ORDER OF PRELIMINARY INJUNCTION AND  
OTHER EQUITABLE RELIEF AGAINST  
RELIEF DEFENDANT MAINSTREAM FUND SERVICES, INC.**

On April 15, 2019, Plaintiff Commodity Futures Trading Commission (“CFTC” or “Commission”) filed a Complaint for Injunctive Relief, Civil Monetary Penalties, Restitution, Disgorgement and Other Equitable Relief (“Complaint”) against, among others, Defendants 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, (collectively, “Defendants”) and Relief Defendants Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar of the Lion Fitness, LL; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC and 4Oaks LLC (collectively, “Related Relief Defendants”).

Mainstream Fund Services, Inc. (“Relief Defendant Mainstream”) was also named as

a Relief Defendant.

In the Complaint, the CFTC alleges that Defendants engaged in a fraudulent scheme to solicit and misappropriate money from over 700 U.S. residents for pooled investments in retail foreign currency contracts (“forex”). Between mid-April 2014 and the present (the “Relevant Period”), the CFTC alleges that Defendants have fraudulently solicited hundreds of members of the public (“pool participants”) to invest approximately \$75 million in two commodity pools—Oasis Global FX, Limited (“Oasis Pool 1”) and Oasis Global FX, SA (“Oasis Pool 2”) (collectively, the “Oasis Pools”)—that would purportedly trade in forex. The CFTC alleges that rather than use pool participants’ funds for forex trading, however, Defendants traded only a small portion of the Oasis Pools in forex—which incurred trading losses—and instead misappropriated the majority of pool participants’ funds and issued false account statements to pool participants to conceal Defendants’ trading losses and misappropriation. The CFTC further alleges that Defendants made numerous misrepresentations to the pool participants, and further omitted to tell these pool participants other material information. Finally, the CFTC alleges that the Defendants lost all money deposited into forex trading accounts through trading in the Oasis Pools, and have misappropriated the majority of pool funds through Ponzi-like payments to other pool participants and through the purchase of real estate, luxury vehicles, and other inappropriate business and personal expenses, among other things.

The only allegation concerning Relief Defendant Mainstream is found at Paragraph 19 of the Complaint, which alleges that:

Relief Defendant Mainstream Fund Services, Inc. is a New York corporation that is a third-party administrator for the financial services

industry. During the Relevant Period, Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over \$33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

On April 15, 2019, the CFTC moved the Court, pursuant to Section 6c(a) of the Commodity Exchange Act ("Act"), 7 U.S.C. § 13a-1(a) (2012), and in accordance with Federal Rule of Civil Procedure ("Fed. R. Civ. P.") 65, for an Emergency Ex Parte Motion for a Statutory Restraining Order, Preliminary Injunction, and Other Equitable Relief (the "SRO Motion"). In the SRO Motion, the CFTC also moved the Court to enter a preliminary injunction upon the expiration of the statutory restraining order.

After considering the CFTC's SRO Motion, including the declarations and exhibits submitted in support thereof, the Court granted the SRO Motion on April 15, 2019 and entered a statutory restraining order (the "SRO," Doc. #7) prohibiting Defendants and Related Relief Defendants from, among other things, withdrawing, transferring, removing, dissipating or disposing of assets and from destroying, altering, or disposing of any records that relate to their business activities or personal finances.

The SRO also restrained and enjoined Relief Defendant Mainstream from directly or indirectly withdrawing, transferring, removing, dissipating or otherwise disposing of the assets held by it in the Mainstream f/b/o Oasis Citibank Accounts and any other assets that

Relief Defendant Mainstream might hold for the Defendants or the Related Relief Defendants.

Additionally, the Court appointed Burton W. Wiand as a temporary receiver (“Temporary Receiver”) to, among other things, assume control and management of the Receivership Defendants and to take exclusive custody, control and possession of the Receivership Estate. Doc. #7 at 14. The Court subsequently set a hearing for the CFTC’s Motion for Preliminary Injunction on April 29, 2019. Doc. #9.

On April 23, 2019, upon motion by the CFTC, the Court modified the SRO so as to release the Mainstream f/b/o Oasis Citibank Accounts. Doc. #14. Two of the bank accounts (-5606 and -1174, the “Released Accounts”) were unfrozen. Neither the CFTC nor the Temporary Receiver waived their rights to any assets contained in the Released Accounts. Doc. ##13 and 14. The third bank account (-0764) was unfrozen to allow Relief Defendant Mainstream to deliver possession and custody of the assets contained in it to the Temporary Receiver. Doc. #14

While Relief Defendant Mainstream neither admits nor denies the allegations in Paragraph 19 of the Complaint for the purposes of the CFTC’s Motion for Preliminary Injunction, it has consented to the entry of a Preliminary Injunction as set forth herein. The CFTC and Relief Defendant Mainstream enter into this Order voluntarily, and no promise or threat has been made by the CFTC or any member, officer, agent, or representative of the CFTC, to induce Relief Defendant Mainstream to consent to this Order.

In consideration of the foregoing, and based on the entire record in this case, the Court finds that there is good cause to believe that a preliminary injunction is proper in this

case to preserve the status quo; prevent the withdrawal, transfer, removal, dissipation, or disposal of assets; prevent the destruction, alteration, or disposal of books and records and other documents; protect members of the public from loss and damage; and enable the CFTC to fulfill its statutory duties. The Court hereby grants the Motion on the terms and conditions to which the CFTC and Relief Defendant Mainstream have stipulated, as set forth below.

**RELIEF GRANTED**

**IT IS HEREBY ORDERED** that:

**I. Jurisdiction and Venue**

1. Relief Defendant Mainstream has been properly served with a Summons and a copy of the Complaint. (Doc. # 31). This Court has jurisdiction over the parties and over the subject matter of this case. 7 U.S.C. § 13a-1 (2012) authorizes the Court to enter a preliminary injunction against the Relief Defendant Mainstream.

2. Venue lies properly within this District under 7 U.S.C. § 13a-1(e) (2012).

3. The parties waive the entry of findings of fact and conclusions of law for purposes of this Order pursuant to Rule 52 of the Federal Rules of Civil Procedure, and the Court accepts that waiver.

**II. Prohibition on the Withdrawal, Transfer, Removal, Dissipation, and Disposal of Assets**

4. Except to the extent modified in this Order or by further order of this Court, Relief Defendant Mainstream continues to be restrained and enjoined from directly or indirectly withdrawing, transferring, removing, dissipating, or otherwise disposing of Defendants and Related Relief Defendants' assets wherever located, including assets held outside the United States, except as provided otherwise in Sections IV, V, VI, and VII of the

Statutory Restraining Order.

**III. Prohibition on the Destruction, Alteration, or Disposal of Books, Records, and Other Documents**

5. The prohibition in paragraph 24 of the Order Granting Plaintiffs' Ex Parte Emergency Motion for Statutory Restraining Order (Doc. # 7) on Relief Defendant Mainstream's destruction, alteration, or disposing of, in any manner, any books, records, or other documents that relate to or refer to the business activities or business or personal finances of Defendants or Related Relief Defendants shall continue in full force and effect.

**IV. Continuation of Asset Freeze**

6. Relief Defendant Mainstream is restrained and enjoined from directly or indirectly transferring, selling, alienating, liquidating, encumbering, pledging, leasing, loaning, assigning, concealing, dissipating, converting, withdrawing, or otherwise disposing of Defendants and Related Relief Defendants' assets, wherever located, including assets held outside the United States, except as otherwise ordered by the Court. This Order shall apply to any of Defendants' or Relief Defendants' assets derived from or otherwise related to the activities alleged in the Complaint, regardless of when the asset is obtained.

7. Any financial or brokerage institution, business entity, or person that holds, controls, or maintains custody of any account or asset titled in the name of, held for the benefit of, or otherwise under the control of Defendants or Related Relief Defendants, or which has held, controlled, or maintained custody of any such account or assets of Defendants or Related Relief Defendants since April 15, 2014, who receives notice of this Order by personal service or otherwise, is hereby notified that this Order prohibits Relief Defendant Mainstream from withdrawing, removing, assigning, transferring, pledging,

encumbering, disbursing, dissipating, converting, selling, or otherwise disposing of Defendants' and Related Relief Defendants' assets, except as directed by further order of the Court; provided, however, nothing in this Order shall limit the discretion of any compliance official of any retail foreign exchange dealer or futures commission merchant with which Defendants maintain an account to liquidate, or close out, any and all open positions in Defendants' accounts, in a prompt and orderly fashion in order to avoid losses due to the terms of the SRO continued in effect by this Order.

**V. Stay of Actions**

8. Except by leave of the Court, Relief Defendant Mainstream is hereby stayed from taking any action to establish or enforce any claim, right or interest for, against, on behalf of, or in its name, including but not limited to, the following actions:

- a. Commencing, prosecuting, litigation or enforcing any suit against Defendants and Related Relief Defendants, except that actions may be filed to toll any applicable statute of limitations;
- b. Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, real and/or personal property of Defendants or Related Relief Defendants, or any real and/or personal property claimed by Defendants or Related Relief Defendants, or attempting to foreclose, forfeit, alter, or terminate Defendants' or Related Relief Defendants' interest(s) in real and/or personal property, whether such acts are part of a judicial proceeding or otherwise;

- c. Using self-help or executing or issuing, or causing the execution or issuance of, any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with, or creating or enforcing a lien upon any property, wherever located, owned by or in the possession of Defendants or Related Relief Defendants; and
- d. Doing any act or thing to interfere with the exclusive jurisdiction of this Court over the real and/or personal property and assets of Defendants and Related Relief Defendants. This paragraph does not stay the commencement or continuation of any action or proceeding by any governmental unit to enforce such governmental unit's police or regulatory power.

**VI. Bond Not Required**

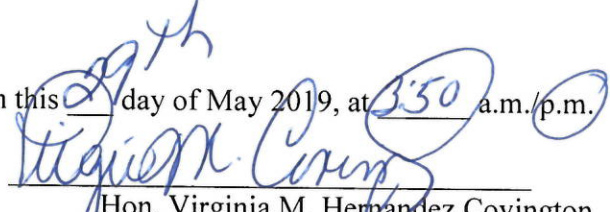
9. Plaintiff CFTC is an agency of the United States, and therefore pursuant to Section 6c(b) of the Act, 7 U.S.C. § 13a-1(b) (2012), no bond is required prior to entry of this Order.

**VII. Force and Effect**

10. This Consent Order shall remain in full force and effect until further order of the Court, and the Court retains jurisdiction of this matter for all purposes. Any party may petition this Court upon proper notice to amend or lift the Preliminary Injunction or Consent Order.



IT IS SO ORDERED, at Tampa, Florida on this 29<sup>th</sup> day of May 2019, at 3:50 a.m./p.m.

  
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Hon. Virginia M. Hernandez Covington  
United States District Judge

Hon. Sean P. Flynn  
United States Magistrate Judge