

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,

and

MAINSTREAM FUND SERVICES,
INC., ET AL.,

Relief Defendants.

MOTION FOR CLERK’S ENTRY OF DEFAULT

Pursuant to Rule 55(a) of the Federal Rules of Civil Procedure (“Fed. R. Civ. P.”) and Local Rule 1.07(b), Plaintiff Commodity Futures Trading Commission (“Plaintiff” or “CFTC”) hereby requests a clerk’s entry of default against Defendant Oasis International Group, Ltd. (“OIG”).

In support of this request, the CFTC states the following:

1. On April 15, 2019, the CFTC filed its Complaint for Injunctive Relief, Civil Monetary Penalties, Restitution, Disgorgement and Other Equitable Relief (the “Complaint”) alleging violations of the Commodity Exchange Act (the “Act”), 7 U.S.C. §§ 1 *et seq.*

(2012), and the Commission Regulations promulgated thereunder, 17 C.F.R. §§ 1 *et seq.* (2018). Doc. #1.

2. That same day, the CFTC moved separately for an emergency *ex parte* statutory restraining order, a preliminary injunction and other equitable relief. Doc. #4. This Court granted the CFTC's motion. Doc. #7.

3. In its Complaint, the CFTC alleged that Defendants were 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"). The CFTC also alleged that between mid-April 2014 and mid-April 2019, Defendants fraudulently solicited hundreds of members of the public ("pool participants") to invest approximately \$75 million in two commodity pools (the "Oasis Pools") that purportedly would trade in forex. Rather than use pool participants' funds for forex trading as promised, however, Defendants traded only a small portion of pool funds in forex—which trading incurred losses—and instead misappropriated the majority of pool participants' funds and issued false account statements to pool participants to conceal their trading losses and misappropriation. Doc. #1 at ¶1.

4. On or about May 6, 2019, pursuant to Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, signed at The Hague, the 15th of November 1965 ("the Hague Convention"), the CFTC effected personal service of the summons and Complaint on Defendant OIG's registered agent in the Cayman Islands. Doc. #80.

5. Pursuant to Fed. R. Civ. P. 12(a)(1)(A)(i), OIG's answer or other responsive pleading to the CFTC's Complaint was due on or before May 28, 2019.

6. As of the date of this filing, Defendant OIG has failed to answer or otherwise defend as instructed by the Summons and as provided by the Federal Rules of Civil Procedure. *See* Civil Docket for Case #8:19-CV-00886-VMC-SPF.

WHEREFORE, the CFTC requests a clerk's entry of default against Defendant Oasis International Group, Limited.

Dated June 3, 2019.

Respectfully submitted by,

**COMMODITY FUTURES TRADING
COMMISSION**

By: /s/ Jennifer J. Chapin
Jo E. Mettenburg, jmettenburg@cftc.gov
TRIAL COUNSEL
Jennifer J. Chapin, jchapin@cftc.gov
J. Alison Auxter, auxter@cftc.gov
Attorneys for Plaintiff
COMMODITY FUTURES TRADING
COMMISSION
4900 Main Street, Suite 500
Kansas City, MO 64112
(816) 960-7700
(816) 960-7751 (fax)

CERTIFICATE OF SERVICE

I hereby certify that on June 3, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 3, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 3, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran (fduran@oasisig.com)