UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

BURTON W. WIAND, as Receiver for
OASIS INTERNATIONAL GROUP, LTD.;
OASIS MANAGEMENT, LLC; AND
SATELLITE HOLDINGS COMPANY,

Plaintiff,

Case No.: 8:20-cv-863-T-60SPF

v.

RAYMOND P. MONTIE, III,

Defendant.
_____/

AMENDED COMPLAINT

Burton W. Wiand (the "**Receiver**"), as Receiver for Oasis International Group, Limited; Oasis Management, LLC; and Satellite Holdings Company (collectively, the "**Oasis Entities**"), by and through his undersigned counsel, hereby files suit against Raymond P. Montie, III and alleges as follows:

INTRODUCTION

1. On April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**" or "**Commission**") filed an enforcement action 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**") (the "**CFTC 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**") (the "**CFTC Relief Defendants**" and, collectively with the CFTC Defendants, the "**Receivership Defendants**"). *See C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla.) (the "**CFTC Action**").

2. The CFTC alleged that Montie and the other CFTC Defendants "have engaged, are engaging, or are about to engage in acts and practices in violation of Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Commodity Exchange Act (the "**CFTC Act**"), 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6(k(2), 6m(1), 6o(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and Commission Regulations ("**CFTC Regulations**") 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2), 17 C.F.R. § 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), 5.3(a)(2) (2018). Accordingly, the Commission brought the CFTC Action pursuant to Section 6c of the CFTC Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the CFTC Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Montie's and the other CFTC Defendants' "unlawful acts and practices, to compel their compliance with the [CFTC] Act and the [CFTC] Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity." CFTC Doc. 1 ¶¶ 5. 7.

3. Also, on April 15, 2019, the court supervising the CFTC Action (the "**Receivership Court**") entered a temporary order appointing the Receiver. CFTC Doc. 7.

The Receivership 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. It also imposed a temporary injunction against Montie and the other Receivership Defendants and froze their assets. *Id.* at 19. Subsequently, each Receivership Defendant either defaulted or consented to the entry of a preliminary injunction. *See* CFTC Docs. 35, 43, 44, 82, 85, 172, 174-77.

4. On July 11, 2019, the Receivership Court entered a Consolidated Receivership Order (CFTC Doc. 177) (the "**Consolidated Order**"), which combined and superseded two prior orders (CFTC Docs. 7 & 44) and is now the operative document governing the Receiver's activities. The Receivership Court found that entry of the Consolidated Order was necessary and appropriate for the purposes of marshaling and preserving all assets, including in relevant part, assets that "were fraudulently transferred by the [CFTC] Defendants and/or [CFTC] Relief Defendants." CFTC Doc. 177 at 2. The Receivership Court also expressly authorized the Receiver "to sue for and collect, recover, receive and take into possession all Receivership Property" (*id.* ¶ 8.B.) and "[t]o bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver" (*id.* ¶ 8.I.). Similarly, the Receivership Court authorized, empowered, and directed the Receiver to "prosecute" actions "of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property." *Id.* ¶ 43.

5. The CFTC Action is stayed to protect an ongoing criminal investigation into Montie's and the other CFTC Defendants' activities by the Department of Justice through the United States Attorney's Office for the Middle District of Florida. As explained below, CFTC Defendant Anile has pled guilty to several felonies based, in relevant part, on his operation of the Oasis Entities as a classic Ponzi scheme. He is awaiting sentencing. CFTC Defendant DaCorta has also been indicted based on his fraudulent operation of the Oasis Entities. He is awaiting trial. Anile and DaCorta are hereinafter referred to collectively as the "**Insiders**." Montie and CFTC Defendants Duran and Haas have not yet been indicted, but the government's investigation is ongoing.

6. The Receiver's activities under the Consolidated Order are exempt from the stay. *See* CFTC Doc. 228. As such, on February 28, 2020, the Receiver moved the Receivership Court to authorize his filing of "clawback" litigation and to retain additional counsel to assist with the litigation, which motion the Receivership Court granted on April 13, 2020. CFTC Doc. 237. The Receiver files this complaint pursuant to that express authority, the Consolidated Order, the principles governing federal equity receiverships, and pertinent law, including the Florida Uniform Fraudulent Transfer Act, Fla. Stat. § 726.101, *et seq.* ("**FUFTA**"). Unlike most clawback defendants, the Receiver has additional claims against Montie due to Montie's ownership, along with the Insiders, of OIG.

7. Typically, the Receiver only seeks to recover any amount that exceeds a clawback defendant's principal investment, which amount is referred to as "**false profits**" because it was not derived from legitimate activity but from money the Ponzi perpetrators stole from defrauded investors. Here, the Receiver brings this action to recover all money

transferred to Montie by the Insiders through or on behalf of the Oasis Entities (or their fund administrator) because Montie cannot satisfy the statutory "good faith" defense applicable to fraudulent transfers. This scheme also included a multi-level-marketing component, and as a result, Montie received fraudulent transfers for recommending or convincing others to invest in the Oasis Entities.

8. In either case, the Receiver is entitled to recover the transfers, which are set forth in **Exhibit A**, under governing and well-settled law. That exhibit contains columns entitled "Date," "Bank ID," "Bank Account Name," "Incoming Transfers," and "Outgoing Transfers." The "Date" column contains the date of each transfer, typically as detailed on pertinent bank statements. The "Bank ID" column lists the most proximate bank account associated with the transfer, and the "Bank Account Name" column identifies the entity that owned each account. The prefix "WF" means Wells Fargo Bank, the prefix "BOA" means Bank of America, and the prefix "Citi" means Citibank. The numbers following each prefix are the last four digits of the pertinent account. The "Incoming Transfers" column details the amount of each transfer from an account owned by Montie to an account owned by (or for the benefit of) the Oasis Entities. The "Outgoing Transfers" column details the opposite – *i.e.*, each transfer from an account owned by (or for the benefit of) the Oasis Entities to an account owned by Montie.

9. For example, the first entry on Exhibit A details a transfer on December 16, 2011 from an account owned by Montie to an account at Wells Fargo Bank (ending in 9302) in the name of Oasis Management, LLC and in the amount of $38,900.00. Similarly, the third entry on Exhibit A details a transfer on February 3, 2012 from that same account to an

account owned by Montie in the amount of $3,583.10. The sums of these transfers are identified on page 4 of Exhibit A. The transactions typically occurred by check or wire transfer, and the Receiver possesses the underlying documentation. Because that documentation contains personal financial information, it is not attached to this Amended Complaint, but courts have repeatedly held that the information in Exhibit A satisfies the pleading requirements for fraudulent transfers under the Federal Rules of Civil Procedure.

JURISDICTION AND VENUE

10. This court has personal jurisdiction over Montie pursuant to 28 U.S.C. § 754 and 28 U.S.C. § 1692, which provide jurisdiction over receivership property, including money and the individuals in possession of that money, and authorize nationwide service of process. The Receiver has complied with the statutory requirements.

11. In addition, there is complete diversity between the parties. On information and belief, Montie resides and is domiciled in New Hampshire and is a citizen of New Hampshire for diversity purposes. The Receiver resides and is domiciled in Florida. Therefore, the Receiver is a citizen of Florida for diversity purposes. More than $75,000 is at issue in this action, exclusive of fees, costs, and interest.

12. The Court has also subject matter jurisdiction over this matter pursuant to 7 U.S.C. § 13a-1, 28 U.S.C. § 754, and principles of ancillary or supplemental jurisdiction under 28 U.S.C. § 1367. The Receiver brings this complaint to accomplish the objectives of the CFTC Action and the Consolidated Order and its predecessors, and this matter is thus ancillary to the Receivership Court's exclusive jurisdiction over the receivership estate.

13. Venue in this District and Division is proper under 28 U.S.C. § 754, as this proceeding is related to the CFTC Action pending in this District, and the Receiver was appointed in this District.

PARTIES AND RELATED INDIVIDUALS AND ENTITIES

14. Burton W. Wiand is the duly-appointed and acting Receiver for the Oasis Entities and other Receivership Defendants.

15. Raymond P. Montie III co-founded OIG with Anile and DaCorta and was a vice president as well as a principal shareholder and director. He was also OIG's executive director of sales. He is responsible for recruiting hundreds of investors into this Ponzi scheme and received transfers totaling approximately $1.7 million from the scheme. Montie has never been registered with the Commission in any capacity.

16. Oasis International Group, Limited is a corporation formed in the Cayman Islands by DaCorta, Anile, and Montie, who were OIG's members – *i.e.*, owners. As further explained below, they also served on OIG's board of directors and operated OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida, which was purchased entirely with money they misappropriated from investors. OIG acted as a commodity pool operator by soliciting, receiving, and accepting funds purportedly for trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, SA – *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. In truth, very little trading occurred, and almost all money allocated for that purpose was lost. OIG was not registered with the Commission in any capacity.

17. OIG is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. OIG is entitled to the relief sought in this Amended Complaint because it had innocent shareholders during the scheme. Specifically, at least six innocent shareholders owned a portion of the company's common stock when it was formed. They were unaware of the CFTC Defendants' wrongdoing. Eventually, more than 60 individuals and/or entities became preferred shareholders in OIG, and nearly all of them were similarly unaware of the CFTC Defendants' wrongdoing. The Consolidated Order and its predecessors subsequently transferred control of OIG to the Receiver, who has also executed documents to convey ownership from DaCorta, Anile, and Montie. As such, the Receiver now both owns and controls OIG, which under pertinent law, has been cleansed of the CFTC Defendants' wrongdoing and is thus entitled to damages and the return of fraudulently transferred funds.

18. Oasis Management, LLC is a Wyoming limited liability corporation formed in November 2011. DaCorta controlled Oasis Management and its bank accounts. Oasis Management acted as a commodity pool operator for the Oasis Pools by accepting and receiving funds from pool participants. As set forth in Exhibit A, many of the fraudulent transfers the Receiver seeks to recover were made from Oasis Management's bank accounts. Oasis Management was not registered with the Commission in any capacity.

19. Oasis Management is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. Like OIG, it had shareholders in the form of limited partners who executed limited partnership agreements. These shareholders/limited partners were unaware of the CFTC Defendants' misconduct. The Consolidated Order and its predecessors eventually transferred control of Oasis Management to the Receiver. As such, the Receiver

now both owns and controls Oasis Management, which under pertinent law, has been cleansed of the CFTC Defendants' wrongdoing and is thus entitled to damages and the return of fraudulently transferred funds.

20. Michael J. DaCorta was a resident of Lakewood Ranch, Florida (where he lived in a lavish home purchased entirely with investor funds). In 2006, DaCorta was listed with the National Futures Association ("**NFA**") as a principal and registered with the Commission as an associated person of a registered commodity trading advisor, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. He was also permanently banned from registering with the Commission in any capacity.

21. On January 7, 2010, DaCorta filed a Chapter 7 petition in the United States Bankruptcy Court for the Southern District of New York. He listed almost $600,000 in debt, including delinquent credit card payments and unpaid property taxes. He also disclosed ownership of two businesses – Strata Capital, Inc. and DaCorta Group, Inc. d/b/a International Currency Traders, Ltd. ("**ICT**") – both of which he valued at only $1.00. Prior to DaCorta's bankruptcy, ICT failed, and its trading accounts were terminated, causing massive losses for its customers. On April 8, 2010, a lawsuit was filed against DaCorta and ICT, which was addressed through his bankruptcy proceeding. *See Giudice v. DaCorta, et al.*, Case No. 1:10-cv-03028-VM (S.D.N.Y. 2010).

22. On April 9, 2014 (years after he began this scheme), a foreclosure action was filed against DaCorta with respect to property he owned in New York. *See Goshen Mortgage LLC v. DaCorta et al.*, Case No. 03-2014-50105 (N.Y. Sup. Ct. 2014). All or almost all this information was available to the public and thus to DaCorta's business

partners, including Montie. As alleged in more detail below, Montie had actual knowledge of DaCorta's checkered past yet repeatedly and falsely touted him as a successful trader with a figurative "printing press" for making money.

23. DaCorta co-founded OIG with Anile and Montie in 2013. At all relevant times, he was a principal shareholder and director of OIG. He was also the chief executive officer and the chief investment officer and opened and was the sole signatory on Oasis Management's bank accounts.

24. Joseph S. Anile, II was a resident of Sarasota, Florida (where he also lived in a lavish home purchased entirely with investor funds). Anile co-founded OIG with DaCorta and Montie and was its president as well as a principal shareholder and director. Anile controlled OIG's bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

25. As a member (*i.e.*, owner), officer, and director of OIG, Montie had the duty, authority, and opportunity to access, review, and monitor the company's bank and trading accounts. He also had the duty, authority, and opportunity to be a signatory on the accounts. At best, Montie abdicated those duties to Anile, and made false representations to hundreds of investors for years without ever examining a single bank or trading statement, which would have revealed the fraud underlying this Ponzi scheme. *See, e.g., infra* ¶ 41 & Ex. B. At worst, Montie knew of the fraud but chose to perpetuate the scheme in order to enrich

himself to the detriment of OIG and its creditors. In either case and as explained in more detail below, Montie breached his fiduciary duties to OIG and the other Oasis Entities.

26. Satellite Holdings Company is a South Dakota corporation formed in October 2014. CFTC Defendant Haas was Satellite Holdings' director. The company acted as a commodity pool operator by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Haas assisted pool participants who wished to invest their retirement funds in the Oasis Pools. Haas has never been registered with the Commission in any capacity. Satellite Holdings is not registered with the Commission in any capacity.

27. Satellite Holdings is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. The Consolidated Order and its predecessors transferred control of Satellite Holdings to the Receiver from Haas. As such, the Receiver now controls Satellite Holdings, which under pertinent law, has been cleansed of the Insiders' and Haas' wrongdoing and is thus entitled to the return of fraudulently transferred funds.

28. Finally, the Oasis Entities used a company called Fundadministration, Inc. and later known as Mainstream Fund Services, Inc. (collectively, "**Mainstream**") to, among other things, make transfers to investors. As demonstrated by Exhibit A, Montie received transfers from both Oasis Management and Mainstream (on behalf of Oasis Entities).

FACTS COMMON TO ALL CAUSES OF ACTION

29. Each of Montie, the Insiders, and the other CFTC Defendants defrauded investors through the Oasis Entities. No investor in the Oasis Entities received actual profits from forex trading because there were none. All purported trading gains were fabricated and fictitious because, among other reasons, the Oasis Entities only transferred approximately

$19 million to their trading firm, and that firm never made any transfers back to the Oasis Entities (or their fund administrator). When the scheme collapsed, the trading firm held approximately $2 million. In contrast, investors believed their accounts were collectively worth more than $100 million. Many investors never received any transfers from the Oasis Entities, or they received transfers in an amount that was less than the amount they invested. As such, each of those investors suffered a net loss.

30. On the other hand, some investors received transfers from the Oasis Entities of purported trading profits, principal redemptions, and/or referral fees in an amount that exceeded the amount they invested. As such, each of those investors experienced a net gain – *i.e.*, false profits. Whether characterized as interest, principal, trading gains, spread income, referral fees or any other label, all transfers to investors (and Montie) were funded exclusively with money stolen from other investors. *See, e.g., infra* ¶ 41 & Ex. B. As such, the Insiders operated the Oasis Entities as a classic Ponzi scheme. *See, e.g., Wiand v. Lee*, 753 F.3d 1194, 1201 (11th Cir. 2014) ("A Ponzi scheme uses the principal investments of newer investors, who are promised large returns, to pay older investors what appear to be high returns, but which are in reality a return of their own principal or that of other investors.").

31. As set forth in Exhibit A, Montie received $620,805.69 in false profits (identified as "Net Transfers" on page 4 of the exhibit) and approximately $1.7 million in total transfers. The Receiver seeks to avoid all transfers under FUFTA because Montie cannot satisfy the statutory "good faith" affirmative defense. In the alternative, the Receiver seeks disgorgement of the transfers pursuant to an equitable claim of unjust enrichment.

A. Montie And The Insiders Operated The Oasis Entities As A Common Enterprise

32. Although certain Oasis Entities had different owners, there was no meaningful distinction between them. For example, the sole purpose of Satellite Holdings was to funnel retirement money to OIG and Oasis Management. If an individual wanted to transfer retirement money from his or her IRA to the scheme, the individual would typically execute a "promissory note" with Satellite Holdings (signed by Haas), which would immediately execute a substantively identical "promissory note" with OIG (which Montie owned along with Anile and DaCorta).

33. Among other things, OIG, Oasis Management, and Satellite Holdings shared the same office and employees, commingled funds, and operated under one overarching name – "Oasis." Additionally, DaCorta and/or Anile owned and controlled OIG (with Montie), Oasis Management, and the Oasis Pools. Haas owned and controlled Satellite Holdings, but also worked for OIG.

34. The Oasis Entities operated one common website located at www.oasisinternationalgroupltd.com.[1] According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking … investment sales/trading and clearing services … financial product development, and alternative investment products." Investors could use the website to view their purported account balances. On a daily basis, those balances reflected allocations of so-called "spread" income the Ponzi perpetrators claimed to have earned through affiliates of the Oasis Entities

[1] Given the Receiver's appointment and the collapse of the scheme, this website is no longer operational.

(*i.e.*, the Oasis Pools), but in truth, any purported spread income (approximately $40 million) was subsumed by trading losses (approximately $60 million). The data the website made available to investors was thus false and completely fabricated.

35. The website also had a banner prominently displayed across the bottom of each page, which stated:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

Despite this disclaimer, each of Montie, the Insiders, and the other CFTC Defendants solicited hundreds (if not thousands) of U.S. residents to invest in the Oasis Pools and collectively accepted funds from at least 700 U.S. residents. As a member (*i.e.*, owner), officer, and director of OIG, Montie had the duty, authority, and opportunity to access, review, and monitor the Oasis Entities' website and to ensure the accuracy of statements made to the public, including investors and potential investors. He also had a duty to ensure the Oasis Entities' compliance with governing laws and regulations. Montie knew the website was fraudulent and his activities were unlawful because he personally solicited American investors by mail, email, telephone, and even in person. He conducted these solicitations, in part, by inviting potential investors to his various homes in the United States, including a luxurious lake house.

36. OIG, Oasis Management, and Satellite Holdings had no policies, procedures, or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements. As a member (*i.e.*, owner),

officer, and director of OIG, Montie had the duty, authority, and opportunity to remedy each of these issues with respect to each of the Oasis Entities. As alleged in paragraph 64, for example, Montie knew of the issues because a potential investor raised identical concerns, but instead of investigating the problems, Montie and others ridiculed and ignored the individual's questions.

B. The Insiders Operated The Oasis Entities As A Ponzi Scheme

37. From as early as 2011 through April 2019, Montie, the Insiders, and others conspired to raise millions of dollars from approximately 700 investors on behalf of one or more of the Oasis Entities through the offer and sale of securities in the form of "partnership interests" and later "promissory notes" as part of a single, continuous Ponzi scheme (the "**scheme**").

38. In relevant part, Montie, along with the Insiders and others, represented to investors and potential investors that their money would be used to trade forex contracts and to generate "spread income" by matching trades. Montie, the Insiders, and others guaranteed investors that the Oasis Pools would earn substantial income and, in fact, could not lose money using this purported strategy. More specifically, Montie, the Insiders, and others made material misrepresentations to investors, including that (a) all investor funds would be traded in forex; (b) investors would receive a minimum guaranteed annual return of 12%; (c) the Oasis Pools were always profitable, had made returns of approximately 22% in 2017 and approximately 21% in 2018; (d) the Oasis Pools never lost money; (e) returns were from profitable trading; (f) the Oasis Pools were "no risk" investments; (g) investors would receive additional returns by referring other investors; and (h) investments were secured by $15-$16

million in real estate owned by OIG. Investors transferred money to the Oasis Entities based on those representations.

39. The representations, however, were patently false, including that (a) tens of millions of dollars raised were used for Ponzi payments and unauthorized personal and business expenses; (b) investor returns were completely fraudulent and funded by Ponzi payments of new investor money repaying older investors; (c) the Oasis Pools were never profitable and had large negative returns in 2017 and 2018; (d) the Oasis Pools always lost money, including purported spread income; (e) returns were not from profitable trading, but were, again, Ponzi payments of new investor money repaying older investors; (f) the Oasis Pools were high risk investments that had a leverage ratio of 100:1; (g) investors' referral fees were, again, Ponzi payments of new investor money paying older investors; and (h) investments were not secured by $15-$16 million in real estate owned by OIG.

40. In truth, the Oasis Entities derived their assets from investors' principal investments, which were pooled and commingled in common accounts, including a single trading account. Specifically, the Receiver's forensic accountants have conducted a preliminary analysis of the principal bank account (0764 – the "**Account**") through which the Insiders (via the Oasis Entities and their fund administrator) conducted transactions worth tens of millions of dollars to perpetrate and perpetuate the scheme. According to that preliminary analysis:

- the sole source of inflows to the Account appears to have been money, directly or indirectly, from defrauded investors;
- the Insiders (acting through Oasis Entities and their fund administrator) transferred more than $19 million from the Account (and approximately only $21.4 million in total) to ATC Brokers Ltd. ("**ATC**") – a company organized

in the United Kingdom through which fraudulent and unprofitable trading occurred (as mentioned above, the Oasis Entities' ATC account only contained approximately $2 million when the scheme collapsed);

- ATC never transferred any money back to the Account, which is reflected in both the fund administrator's and ATC's records – in other words, there were no profits;

- nevertheless, the Insiders and their fund administrator transferred millions of dollars from the Account to Montie (*see, e.g., infra* ¶ 41 & Ex. B), the CFTC Defendants, and other wrongdoers;

- the Insiders and their fund administrator also transferred millions of dollars from the Account to CFTC Relief Defendants and others to buy real estate (in which certain CFTC Defendants resided at the investors' expense) and gold and silver, which transactions were inconsistent with OIG's stated purpose; and finally

- the Insiders and their fund administrator transferred millions of dollars to investors from the Account, despite the lack of any trading profits from ATC.

In other words, the Insiders and their fund administrator used investor money to make payments to other investors without ever processing any actual trading profits. Again, that is the definition of a Ponzi scheme.

41. An examination of daily records further illustrates the scheme. For example, on January 7, 2019 (only weeks before the CFTC terminated this fraud), the opening balance of OIG "Account 8346" was $5,228,038.91. (In comparison, OIG owed investors more than $100 million, according to its records.) Mainstream received a $1 million wire from two investors (who, according to the Receiver's records, lost approximately $942,000 in the scheme) and immediately used that money (and more) to make 52 transfers to other investors, sales agents, and insiders, including $58,395.64 to Montie. After these transfers, the balance of Account 8346 was $4,971,382.51. *See, e.g.,* **Exhibit B**. Montie, as the Oasis Entities' chief salesperson, conspired with others to lure new investors into the scheme, and

the Insiders and their fund administrator immediately transferred their money to prior investors, sales agents, and associated wrongdoers, including right back to Montie. The balance of Account 8346 at the end of January 7, 2019 was lower than the balance at the beginning of that day, and this pattern repeated itself until the CFTC terminated the fraud.

42. The Oasis Entities' investment returns and performance as represented to investors and potential investors from the inception of the scheme were false and were based on grossly overstated performance numbers created by the Insiders. The true results of the trading activity that occurred were never reported to investors or potential investors.

43. The Insiders caused the Oasis Entities to pay millions of dollars in fees and similar compensation, including to Montie. Because those fees were based on fabricated returns, the Insiders improperly and wrongfully diverted money from the Oasis Entities.

44. Aside from paying fees, the Insiders caused the Oasis Entities to make transfers to investors that the investment performance of the Oasis Entities and the Oasis Pools never supported. Through those transfers, the Insiders improperly and wrongfully diverted money from the Oasis Entities.

45. Similarly, following requests from investors for redemptions of their principal investments, the Insiders intentionally and wrongfully caused the Oasis Entities to pay relevant investors sums of money that were equivalent to all or part of the principal invested by those investors.

46. For investors who did not request distributions, fictitious trading and investment profits were "credited" to the investors' purported accounts with the Oasis Entities. These fictitious profits were likewise unsupported by the Oasis Entities' and the

Oasis Pools' investment performance and only served to further increase the Oasis Entities' insolvency.

47. These (and all other) transfers that the Insiders caused the Oasis Entities and their fund administrator to make to investors were paid from the fruits of the scheme. Specifically, they were paid almost exclusively from: (1) principal investment money from new investors; (2) existing investors' principal investment money; and (3) additional principal investment money from existing investors.

48. These distributions were not distributions of actual trading gains or of the recipients' principal investments. Indeed, there were no actual trading gains. All of the money transferred to ATC (which was only a fraction of the money raised) was lost with the exception of approximately $2 million that was frozen and seized by the Department of Justice in cooperation with the United Kingdom's National Crime Agency.

49. Because the "account statements" and investor website did not reflect the true nature of the Insider's and the Oasis Entities' activities, by intentionally and wrongfully causing the Oasis Entities to pay those amounts to investors, the Insiders improperly diverted assets of the Oasis Entities to both perpetrate and perpetuate the scheme.

50. The investors relied upon the fictitious and overstated trading gains purportedly achieved by the Insiders (as represented to the investors by Montie and others) and the purported payment of principal redemptions upon request to make additional investments with the Insiders and the Oasis Entities and to refer friends, family, and business colleagues to do the same.

51. The principal investment money from new investors, the existing investors' principal investment money, and the existing investors' additional principal investment money should have been used for the stated purpose of the Oasis Entities' business, which was to conduct profitable forex trading.

52. The Oasis Entities were harmed by this unauthorized course of conduct, which was effectuated by Montie, the Insiders, and other CFTC Defendants through the Oasis Entities in furtherance of the scheme. This conduct dissipated assets of the Oasis Entities.

53. The negative cash flow of the Oasis Entities made the eventual collapse of the scheme inevitable.

C. Insider Anile's Guilty Plea and Insider DaCorta's Indictment

54. 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 C**, which contains 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. C at 26-28 (emphasis added). Anile's guilty plea has been accepted, and he is currently awaiting sentencing. Montie also made all the above-quoted representations, which Anile admits were fraudulent, to hundreds of investors and potential investors.

55. On December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire and mail fraud as well as engaging in an illegal monetary transaction. *See United States of America v. Michael J. DaCorta,* Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) (the "**DaCorta Criminal Action**" or "**DCA**"). A copy of the indictment is attached as **Exhibit D**. According to the grand jury, as early as November 2011, DaCorta entered into a conspiracy to defraud investors by making numerous fraudulent representations. *See* DCA Doc. 1 ¶ 14b.-d.

> It was a further part of the conspiracy that conspirators would and did use funds "loaned" by victim-investors to: (i) conduct trades, via an offshore broker, in the FOREX market, which trades resulted in catastrophic losses; (ii) **make Ponzi-style payments to victim-investors**; (iii) pay expenses associated with perpetuating the scheme; and (iv) 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.

Id. at ¶ 14k (emphasis added). As of this filing, DaCorta is awaiting trial. The government has not yet indicted CFTC Defendants Montie, Hass, or Duran, but its investigation remains open and ongoing.

D. Montie's Pivotal Role In The Ponzi Scheme

56. As previously alleged, Montie was both an owner and director of OIG, but he was also its chief salesperson. No one is responsible for luring more investors into this fraud than Montie. He was so tragically successful because he has promoted similar ventures and purported investments his entire career. For example, Montie is affiliated with a multi-level-marketing company called Ambit Energy ("**Ambit**") where, on information and belief, he has (or at least had) a "downline" containing more than 40,000 individuals. Montie used his contacts to promote the Oasis scheme. He even trained others and identified top performers. As a result, many people associated with Ambit also invested in the Oasis Entities.

The FBI Victim Statements

57. Numerous investors have provided information to law enforcement about how they became aware of the Oasis Entities, the amount of money each investor lost, and the impact of the loss on the investor – financially and otherwise. The information provided by investors highlights Montie's pivotal role in perpetrating and perpetuating the scheme:

A. D.B.[2] wrote: "I was invited on a call to listen to Ray Montie and Mike DaCorta. They said investment was a safe as a bank. Guaranteed 12%." D.B. also reported that he lost $300,000, which was his "life savings."

B. J.B. reported being solicited by Montie, losing approximately $22,000 in her IRA and feeling "very stressful, sick to [her] stomach, worried, … betrayed, [and] embarrassed."

[2] Initials are used to protect the investors' privacy.

C. A.F. wrote: "My parents went to a meeting at Ray Montie['s] house to listen to Mike DaCorta present the opportunity." She also wrote: "I invested my entire life savings since I was born. I invested my money to help me pay for college loan interest payments over my 5 years masters program. Because I lost all my money, my parents have to take out more loans to help me. I have no money and have to work very hard. I work 4 part time jobs and have become an RA to make the ends meet." She reports losing approximately $22,000.

D. K.D. reported that she invested $10,000 directly through Ray Montie and lost that entire amount, which was "Very upsetting!" and "Devastating!" She "trusted" Montie and had planned to use the money for her child's education.

The Fraudulent Conference Calls

58. Montie primarily lured investors into the Oasis scheme through meetings at his lavish homes, as reported by investor A.F. and others, and held dozens of conference calls attended by numerous participants. Some of those calls were recorded and thus documented Montie's sales pitch. Montie generally introduced DaCorta as his partner and "dear friend" who (according to Montie) has years of experience in the investment business and who has traded in the past with great success, including for Montie personally. For example, in June 2017, Montie participated in a conference call with potential investors and made the following statements:

- "Mike explained to me how he's got a printing press for money."
- "Almost six year later, I've never had a down month with Mike. We've never lost money. We've only made money."
- "I trust the guy with my life."
- "I just can't say enough good things about him."

59. Not only are these ridiculous statements that no legitimate financial professional would ever make, they are also common signs of a Ponzi scheme, as courts have

repeatedly recognized. Montie knew his statements were false because he knew that DaCorta lost virtually everything, including investors' money, when his previous forex trading venture collapsed during the 2008 financial crisis.

60. For example, on June 27, 2013, DaCorta emailed Montie, Anile, and others, making grand predictions and promises regarding OIG. He concluded the email by thanking those he thought most responsible for launching the company, starting with Montie:

> "My special thanks to Ray who really forced me back on the horse after a couple of years of being doubtful I could ever recover totally from 2008. Without Ray and his incredible positive outlook on life in general none of this would be happening. I firmly believe everything in life has a purpose and there is a greater plan. Without the struggles that 2008 created I most likely would never have become an Ambit consultant and this would not be happening right now! So once again thank you Ray and his fiancée Danielle who had enough trust in Ray's judgment of me to give him the green light to get started!!"

Exhibit H (original punctuation). Both here and in the CFTC Action, Montie has portrayed DaCorta as "a master fraudster" (Doc. 9 at 17) and himself as an unsuspecting and unsophisticated casualty of DaCorta's fraud, but contemporaneous communications tell a different story. In truth, DaCorta was permanently banned from registering with the Commission in any capacity after 2010 and essentially out of the financial industry until Montie "forced him back on the horse." Montie brought DaCorta into his Ambit network, and together, they imposed devastating losses on those investors while enriching themselves.

61. Montie failed to disclose to those (and all other investors) that (1) DaCorta's prior currency trading firm (ICT) failed, causing massive investor losses; (2) DaCorta filed bankruptcy in 2010 to avoid liabilities to his customers, including a federal lawsuit; (3) DaCorta previously lost hundreds of thousands of dollars in connection with a failed

investment company called Sierra Fund I (one-third of which Montie owned through a shell company); (4) DaCorta was not registered with the CFTC to trade commodities and, in fact, had been permanently barred from registering with the Commission in any capacity due to prior misconduct and the failure of ICT; and (5) DaCorta's house was in foreclosure when he left New York and moved to Florida. Put simply, DaCorta could not pay his own mortgage much less his obligations to others. This was all public information that Montie either knew or willfully ignored when he repeatedly told hundreds of investors that he would "trust" DaCorta "with [his] life." As a director and principal of OIG, Montie was obligated to know or at least inquire about and investigate the veracity of his statements, including these public and verifiable facts about DaCorta. This is particularly true given his close and unique access to DaCorta, and his actual knowledge of DaCorta's checkered past, as alleged above.

62. After Montie's fraudulently misleading or willfully ignorant introduction, DaCorta typically began a long (and largely false) description of his background and purported success in the investment world, including how DaCorta, Anile (whom DaCorta describes as a lawyer with impressive credentials but who is now an admitted felon), and Montie created OIG as an investment that would guarantee a minimum return of 1% per month plus other renumeration. They falsely told investors that, for example, the previous year produced more than a 20% return, and in the then-current year, the returns were already 17%. This pitch states there have never been losses, returns are guaranteed, and investments are not at risk because they are only "collateral." The profits are purportedly generated from trading currencies. As demonstrated by the collapse of the scheme and Anile's guilty plea, however, these representations were false but were nevertheless made by Montie and others.

The calls typically concluded with a "thank you" from DaCorta and directions from Montie or others regarding whom to contact to invest. Transcripts of four of these sales pitches are attached as **Exhibit E**. It appears that, at times, these conference calls occurred daily.

The $20 Million Dollar Competition to Defraud

63. Another recording was made on October 30, 2018, which memorializes a conference call during which Montie and Haas spoke with other OIG salespeople about a contest they organized to bring $20 million into OIG by December 31, 2018. As part of this contest, they advised that OIG would guarantee a 1.5% return in the next month, which should be emphasized to lure investors. Haas described how his mass contact with investors produced more investments overnight. A transcript of this call is attached as **Exhibit F**.

Mocking Legitimate Questions about the Scheme

64. In March 2018, a prospective investor emailed an OIG employee asking various due diligence questions about the Oasis Pools, including about the status of OIG's registration with the National Futures Association, regulatory filings, and outside auditors. The OIG employee forwarded the email to Montie and DaCorta with flippant proposed responses. For example, in response to the investor's question about NFA registration, the employee responded that OIG was "[r]registered with the NRA [*i.e.*, National Rifle Association] instead." Asked if there was a custodian that could independently confirm OIG's assets, the employee responded that the custodian was "[t]oo small to reach the phone." Asked why OIG was headquartered (legally, not physically) in the Cayman Islands when all of its investors were citizens of the United States, the employee responded: "Better Weather." The potential investor's questions were prescient, and the true answer to each is

simple – to conceal illegal activity. Montie, however, found the employee's answers hilarious. He responded, "Love the answers [with two laughing emojis]" and took no steps to investigate the issues raised because he either already knew of the fraud or completely abdicated his fiduciary duties. Montie and DaCorta both responded to the OIG employee's email, but no one is laughing now. A true and correct copy of this email chain is attached as **Exhibit G**.

Payment of Illegal Transaction-Based Compensation

65. In addition to telling potential investors that they would be participating in an investment that yielded a 20% annual return in the past and was currently yielding over 17%, Montie and others told investors that they could receive referral fees based on investments of victims they brought to OIG or Satellite Holdings. Indeed, on one call, Montie told potential investors that if they refer $1 million, they will receive more than $7,000 per month. This was transaction-based compensation resulting from successful sales of notes to new investors, and the compensation would continue as long as the investors maintained their investments with OIG or Satellite Holdings. Not only did Montie promote this illegal conduct, but he was also a major beneficiary of the referral compensation.

66. Primarily as a result of these activities, the scheme raised tens of millions from investor-victims. In addition to violating the CFTC Act and CFTC Regulations, this conduct constituted a massive distribution of unregistered securities in the form of "promissory notes" issued by OIG, Satellite Holdings, and Oasis Management. This unregistered offering was conducted in violation of Section 5 of the Securities Act and similar provisions of most state Blue Sky laws where the promissory notes (as well as

preferred stock and limited partnership interests) were sold. There is no exemption from registration available for the sale of these securities, and the perpetrators of this scheme never attempted to qualify for any exemption. The compensation for referrals is nothing but commissions paid to numerous individuals in violation of Section 15 of the Securities Exchange Act as well as most state Blue Sky laws. No entity involved with this scheme was registered as a securities broker-dealer nor were Montie or the others he recruited to sell the promissory notes registered with any state or with the Financial Industry Regulatory Authority, as required by federal and state law. As a director and officer of OIG, Montie had a duty to assure that such conduct did not occur, and his failure to do so caused investors to lose tens of millions of dollars.

67. Had Montie or the other perpetrators of this scheme complied with the registration provisions of the Securities Act or qualified for an exemption from federal and state registration laws, the investors would have, at minimum, been provided with the following information: (1) financial statements revealing the Oasis Entities' insolvency and lack of income; (2) trading records showing that only a small amount of invested money was ever traded, and all trading was unprofitable; (3) DaCorta's sordid financial background, banishment from the commodities industry, and history of failed businesses; (4) the misappropriation of millions of dollars by the CFTC Defendants through the CFTC Relief Defendants and others, including purchases of gold and silver, real estate for personal use, luxury automobiles, *etc.*; and (5) the true source of payments to investors – money stolen from other investors to perpetrate a Ponzi scheme.

68. All the matters listed above are material to any investor or potential investor. It is unlikely that anyone would have invested had they been dealt with honestly. Failing to disclose these matters is prohibited by Section 17 of the Securities Act and Section 10 of the Securities Exchange Act and the Blue Sky laws of various states. Montie and others had an affirmative obligation to make these disclosures because they were the owners and promoters of the issuers selling the securities. Montie's failure to do so is, at minimum, a breach of his fiduciary duties and the trust placed in him by hundreds of investors he led to ruin.

Illegal Solicitation of United States Citizens Within the United States

69. Before the Receiver's appointment, the Oasis website had a banner prominently displayed across the bottom of each page, which stated:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

70. As mentioned above, Montie personally offered OIG-related investments to hundreds of American citizens. As A.F. reported, Montie even invited potential investors to his homes, including (among others) his lavish lake house. The Receiver's review of investors' locations reveals a literal handful of individuals in Canada and other countries, but everyone else is located in the United States, which Montie knew because of his Ambit relationships and because he personally solicited the investors in the United States.

71. For his efforts, Montie received the transfers identified in Exhibit A, generally by check or wire transfer. Each "Outgoing Transfer" listed in the exhibit was deposited into an account owned by Montie or otherwise made payable to Montie, according to the Oasis

Entities' books and records and available bank statements. While Montie profited, all but a few of the investors in the Oasis Entities lost money.

COUNT I

Florida Statutes § 726: Uniform Fraudulent Transfer Act

72. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71.

73. Because the Insiders intentionally and wrongfully caused the transfer to Montie of investors' commingled principal investment money as identified in Exhibit A under the circumstances alleged in this complaint, the Oasis Entities, through the Receiver, have a right to repayment of at least that amount from Montie.

74. In light of this right to repayment (and independently because the Insiders' conduct alleged in this complaint with respect to the Oasis Entities amounted to embezzlement, breach of fiduciary duty, breach of contract, fraud, and/or other violations of law), the Oasis Entities have a claim against the Insiders and are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act.

75. The transfers that the Insiders caused the Oasis Entities to make to Montie were inherently fraudulent because the transfers were made as part of the scheme.

76. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Oasis Entities (directly or through their fund administrator) to make the transfers with actual intent to hinder, delay, or defraud creditors of the Insiders and/or the Oasis Entities.

77. Those transfers also were fraudulent under Florida Statutes § 726.105(1)(b) because: (a) the Insiders caused Oasis Entities to make those transfers; and (b)(i) the Insiders

and the Oasis Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or (ii) the Insiders intended that they and/or the Oasis Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

78. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Oasis Entities received a reasonably equivalent value in exchange for the transfers, and the Insiders and the Oasis Entities were insolvent at all relevant times.

79. On behalf of the Oasis Entities from which money was transferred to Montie as identified in Exhibit A, the Receiver is entitled to avoid and recover transfers equal to, at minimum, the amount of false profits that the Insiders caused Oasis Entities to transfer to Montie (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

80. Because Montie cannot satisfy the statutory good faith affirmative defense to claims under Florida Statutes § 726.105(1)(a), the Receiver is also entitled to recover all transfers to Montie as identified in Exhibit A in the amount of approximately $1.7 million.

81. On behalf of the other Oasis Entities, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled among the Oasis Entities and (ii) the Insiders used the Oasis Entities as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie avoiding transfers from the Oasis Entities as set forth in Exhibit A, together with interest and

costs, and for such other and further relief as the Court may deem just and proper.

COUNT II
Unjust Enrichment

82. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71.

83. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count I does not provide an adequate remedy at law.

84. Montie received a benefit when, during the course of the scheme, the Insiders wrongfully caused Oasis Entities to transfer money to him as set forth in Exhibit A.

85. Montie knowingly and voluntarily accepted and retained a benefit in the form of those transfers or, at minimum, his false profits.

86. The circumstances alleged in this complaint render Montie's retention of that benefit inequitable and unjust, including to the investors of the Oasis Entities as a whole, so Montie must pay the Receiver, acting on behalf of the Oasis Entities, the value of the benefit received.

87. Montie has been unjustly enriched at the expense of the Oasis Entities (and, ultimately, their investors) in the amount of the transfers set forth in Exhibit A or, at minimum, his false profits, and the Oasis Entities, through the Receiver, are entitled to a judgment in those amounts.

88. The Receiver, on behalf of the Oasis Entities, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in the

amount of the transfers set forth in Exhibit A or, at minimum, his false profits, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT III

Breaches of Fiduciary Duty

89. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71 and emphasizes paragraphs 56-71.

90. As an owner, director, and officer of OIG, Montie owed fiduciary duties to OIG, including the duties of care, loyalty, and good faith.

91. Those duties extended to the other Oasis Entities and the Oasis Pools because all of the entities were operated as a single, continuous Ponzi scheme. OIG also received commingled investor money from the other Oasis Entities, and Montie was responsible for the care and protection of those funds, given his role in the scheme.

92. OIG and the Oasis Entities reposed trust and confidence in Montie, and Montie had influence over OIG and the Oasis Entities.

93. Montie also had superior knowledge of, and access to, OIG's and the Oasis Entities' records and operations.

94. At best, Montie breached his duty of care to OIG and the Oasis Entities by completely abdicating his responsibilities to Anile, DaCorta, and others, who operated the Oasis Entities as a Ponzi scheme. Under this scenario, Montie served as an owner, officer, and director of OIG for years and took no steps whatsoever to investigate DaCorta's background, any of his trading activities, the existence of actual profits, related bank and

trading statements, the operations and financial condition of the Oasis Entities generally, their compliance with governing laws and regulations, or even the veracity of Montie's own statements to investors (which Anile has admitted were fraudulent).

95. At worst, Montie knew of the fraud and breached his fiduciary duties, including his duty of loyalty, by failing to disclose the fraud and by accepting the transfers set forth in Exhibit A, thus enriching himself at the expense of OIG and the other Oasis Entities. In either case, Montie is liable for his tortious conduct.

96. In addition, Montie breached his fiduciary duties by making false representations to investors. Courts have routinely held that investors in Ponzi schemes have fraud and other tort claims against the entities used to perpetrate the scheme. By making false representations to investors, Montie exposed OIG and the other Oasis Entities to liability for the investors' claims. Importantly, the Receiver is not asserting those investors' claims; rather, he is seeking to recover from Montie for the damage caused to OIG and the other Oasis Entities by his conduct.

97. As a direct and proximate result of the above, OIG and the other Oasis Entities suffered damages, which likely exceed $50 million.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in an amount to be determined at trial, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT IV

Aiding and Abetting Breaches of Fiduciary Duty

98. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 71 and emphasizes paragraphs 56-71.

99. Like Montie, Anile and DaCorta owed fiduciary duties to OIG and the other Oasis Entities as their owners, directors, and officers.

100. OIG and the other Oasis Entities reposed trust and confidence in Anile and DaCorta, and they had influence over the Oasis Entities.

101. Anile and DaCorta also had superior knowledge of, and access to, OIG's and the other Oasis Entities' records and operations.

102. They indisputably breached those duties by engaging in the criminal conduct alleged in this complaint. Montie knew of or was willfully blind to that activity.

103. He nevertheless substantially assisted Anile's and DaCorta's breaches of fiduciary duty by repeating and, in fact, magnifying their fraudulent representations, thus growing the Ponzi scheme exponentially.

104. As a direct and proximate result of the above, OIG and the other Oasis Entities suffered damages, which likely exceed $50 million.

WHEREFORE, the Receiver asks this Court to enter judgment against Montie in an amount to be determined at trial, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

Dated: July 7, 2020

Respectfully submitted,

s/ **Jared J. Perez**
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of July, 2020 I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing.

/s **Jared J. Perez**
Jared J. Perez, FBN 0085192