

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

COMMODITY FUTURES TRADING
COMMISSION,

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

Plaintiff,

v.

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 4 OAKS LLC,

Relief Defendants.

**RECEIVER'S MOTION TO VACATE ORDER APPROVING THE SALE OF 13318
LOST KEY PLACE IN LAKEWOOD RANCH, FLORIDA (DOC. 308)**

On August 3, 2020, Burton W. Wiand, as receiver (the "Receiver") over the assets of the above-captioned defendants and relief defendants (the "Receivership" or "Receivership

Estate”), filed his Verified Motion to Approve the Private Sale of Real Property – Specifically, 13318 Lost Key Place in Lakewood Ranch, Florida (the “**Property**” and the “**Motion**”). Doc. 297. The Court granted the Motion on August 21, 2020. Doc. 308 (the “**Order**”). In an abundance of caution, to clarify the record, and for the additional reasons explained below, the Receiver asks the Court to vacate the Order.

To avoid depleting both Receivership and judicial resources, the Receiver generally will not ask the Court to approve a transaction until inspection and financing contingencies, if any, have expired or been waived. In this case, the Purchasers (as defined in the Motion) provided the Receiver’s representatives with a loan commitment letter before the Motion was filed, but unbeknownst to the Receiver, that commitment was subject to certain “final conditions,” which apparently related to the Purchasers’ tax obligations. On August 27, 2020, after the Court granted the Motion, the Purchasers’ representatives forwarded the Receiver’s representatives a letter from the Purchasers’ lender refusing to close the loan. In relevant part, the letter stated, “Unfortunately, at this time, we will not be able to close your loan. You have been unable to submit the final conditions due to Covid-19. We are aware that you have exhausted all avenues to retrieve this document.” Again, the Receiver understands that the document in question related to the Purchasers’ tax obligations. Because the Purchasers were not able to obtain financing, they were not able to close the transaction.

Importantly, the Purchasers agreed to pay the Receiver \$10,000 due to their failure to perform. This amount will reimburse the Receivership Estate for any fees and costs incurred, and the Receiver will continue efforts to sell the Property.

ARGUMENT

Under Federal Rule of Civil Procedure 60(b)(6), the Court can vacate an order for, among other things, “any ... reason that justifies relief.” Vacatur of the Order might not be strictly necessary here because the Order approves the transaction and authorizes the Receiver to transfer title to the Property by Receiver’s Deed, but due to the Purchasers’ failure to perform, no transfer occurred. The United States still holds title to the Property, which it obtained through forfeiture, as explained in the Motion and Order. In an abundance of caution, however, the Receiver asks the Court to vacate the Order so that the record is clear with respect to the following: (1) the transaction did not close as anticipated due to the Purchasers’ failure to perform; (2) title was never transferred; and (3) the Purchasers reimbursed the Receivership Estate \$10,000 as a form of liquidated damages. The Receiver also hopes that this motion will help avoid title issues when he sells the Property to a subsequent purchaser.

WHEREFORE, to clarify the record and to avoid confusion about the ownership of the Property, the Receiver asks the Court to vacate the Order.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the CFTC and the DOJ and is authorized to represent to the Court that neither agency opposes the relief requested in this motion. To conserve resources, counsel has not conferred with the various defendants and relief defendants because they have no interest in the Property and, as a practical matter, any opposition would not affect the Purchasers’ inability to close the transaction. If the Court directs otherwise, however, the Receiver will obtain the parties’ positions.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 29, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/Jared J. Perez

Jared J. Perez, FBN 0085192

jperez@wiandlaw.com

Lawrence J. Dougherty, FBN 68637

ldougherty@wiandlaw.com

WIAND GUERRA KING P.A.

5505 W. Gray Street

Tampa, FL 33609

Tel: 813-347-5100

Fax: 813-347-5198

Counsel for the Receiver, Burton W. Wiand