

**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

FUNDADMINISTRATION, INC., *et al.*,

Relief Defendants.

RECEIVER'S THIRD MOTION TO APPROVE CLAWBACK SETTLEMENTS

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 five settlements totaling \$175,631.62 with defendants and potential defendants in *Wiand v. Arduini, et. al*, Case No. 8:20-cv-862-T-33TGW (M.D. Fla.) (the “**Clawback Case**”). The individuals listed below have generally agreed to repay 100% of the “false profits” they received from the Ponzi scheme underlying both the Clawback Case and this action.

BACKGROUND

At the request of the Commodity Futures Trading Commission (“**CFTC**”), the Court appointed the Receiver on April 15, 2019 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.” Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b. On July 11, 2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the “**Consolidated Order**”), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities.

The 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 Defendants and/or Relief Defendants.” Doc. 177 at 2. The Court also 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 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.

The Receiver’s Pre-Suit Settlement Procedures

On February 28, 2020, the Receiver filed a motion seeking approval of certain pre-suit resolution procedures regarding his fraudulent transfer and unjust enrichment claims against investors who received more money from the scheme underlying this action than the investors contributed – *i.e.*, “**false profits.**” Doc. 237 (the “**Clawback Settlement Motion**”). On March 16, 2020, the Court granted the Clawback Settlement Motion (Doc. 247), and on March 18, 2020, the Receiver began mailing and/or emailing customized demand letters. Numerous

investors contacted the Receiver in response to those demand letters and generally either (1) agreed to repay 90% of their false profits, thereby accepting the pre-approved settlement offer; (2) provided documents establishing that the investor did not, in fact, receive false profits, thereby avoiding unnecessary litigation; or (3) entered into a tolling agreement to afford additional time for the reconciliation of accounts. Because the demand letters were pre-approved by the Court, the Receiver does not intend to ask the Court to approve each of the pertinent settlement agreements a second time.

The Receiver's Clawback Litigation And The Settlements

On April 14, 2020, the Receiver filed the Clawback Case against numerous investors who received false profits but did not accept the Receiver's pre-suit offer. The Receiver has since reached settlements with many defendants who have generally agreed to repay 100% of their false profits. *See* Docs. 280, 281, 312, 314. In this third motion, the Receiver seeks the Court's approval of the following agreements:

- Ari Ben-Yishay has agreed to pay the Receiver \$74,386.91.¹ A copy of the Settlement Agreement is attached as **Exhibit A**.
- Gregory Corcoran has agreed to pay the Receiver \$19,311.51. A copy of the Settlement Agreement is attached as **Exhibit B**.
- Ronaldo Duenas and Alba Chona have agreed to pay the Receiver \$65,419.32. A copy of the Settlement Agreement is attached as **Exhibit C**.
- Elmore Runee Harris has agreed to pay the Receiver \$6,513.88. A copy of the Settlement Agreement is attached as **Exhibit D**.

¹ Ari Ben-Yishay, Ronaldo Duenas, and Alba Chona are not defendants in the Clawback Case because they signed tolling agreements, but they nevertheless received false profits from the scheme.

- The estate of Mary McClare has agreed to pay the Receiver \$10,000.² A copy of the Settlement Agreement is attached as **Exhibit E**.

If he has not already done so, after the Court approves the settlements, the Receiver will file a notice of dismissal in the Clawback Case with respect to the pertinent defendants.³

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. *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). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). The court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to

² This amount is lower than the amount sought in the Clawback Case because the estate has limited funds.

³ While the Court is presiding over both this case and the Clawback Case, it is customary to seek the approval of settlements in the action in which the Court appointed the Receiver – *i.e.*, the instant enforcement action. This is because other cases filed (or to be filed) by the Receiver are pending (or will likely be pending) before other judges, but the settlement of those cases will still require the approval of this appointing Court.

great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide discretionary power" related to its "concern for orderly administration") (citations omitted).

As noted above, the Consolidated Order authorizes, empowers, and directs the Receiver to "investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted...." Doc. 177 ¶ 44. It also authorizes the Receiver "[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.; *see also* ¶ 8.J. (authorizing the Receiver to "pursue ... all suits, actions, claims, and demands, which may now be pending or which may be brought by ... the Receivership Estates.").

The Receiver filed the Clawback Case pursuant to this mandate and with the Court's express approval. The defendants listed above have generally agreed to repay 100% of their false profits, which is more favorable to the Receivership than the 90% pre-suit settlement offer. The Receiver is only foregoing prejudgment interest, which he believes is fair and reasonable, given the status of the Clawback Case. The Receiver is also charging 6% interest on certain settlements containing year-long payment plans. These settlements will avoid unnecessary litigation with the defendants and ensure a cost-efficient recovery for the Receivership.

CONCLUSION

For the foregoing reasons, the Court should approve the settlements. The defendants have generally agreed to repay 100% of their false profits, and approval of the settlements will avoid unnecessary litigation.

LOCAL RULE 3.01(G) CERTIFICATION

The Consolidated Order requires the Receiver to consult with the CFTC regarding certain litigation. *See* Doc. 177 ¶ 43. As such, 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. Like his previous motions to approve settlements (Docs. 280, 281, 312, 314), the Receiver's counsel has not conferred with the United States or counsel for any of the defendants in this case because they are not parties to the Clawback Action, and he believes obtaining their positions on each of the Receiver's settlements would be administratively burdensome and unproductive. If the Court directs otherwise, however, the Receiver will supplement this certification and include the pertinent information in future settlement motions.

Respectfully submitted,

s/ Jared J. Perez

Jared J. Perez, FBN 0085192

Email: jperez@guerraking.com

Lawrence J. Dougherty, FBN 0068637

Email: ldougherty@guerraking.com

GUERRA KING P.A.

5505 West Gray Street

Tampa, Florida 33609

Tel.: (813) 347-5100

Fax: (813) 347-5198

Counsel for Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on January 14, 2021, 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:

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

Michael DaCorta
11557 Via Lucerna Circle
Windermere, FL 34786
cdacorta@yahoo.com

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

EXHIBIT A

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019, the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “**Receiver**”) for (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**”) 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**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Ari Ben-Yishay, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, Ari Ben-Yishay has agreed to cause the Receiver to be paid and the Receiver has

agreed to accept a total of \$74,386.91 (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid in full on or before November 16, 2020. The Settlement Amount shall be made payable to “Burton W. Wand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609.

If full payment of the Settlement Amount is not received by November 16, 2020, Ari Ben-Yishay agrees that he shall be in default of his obligations and consents to – and agrees not to oppose – the immediate entry of a judgment against him in the amount of \$74,386.91, less any payments made plus reasonable attorneys’ fees and interest at 6% from the date of this Settlement Agreement, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Ari Ben-Yishay of and from any liability for the claims asserted in the Receiver’s demand letter of March 18, 2020 regarding the receipt of “false profits.”

In further consideration of the release of claims described above, Ari Ben-Yishay agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and Ari Ben-Yishay understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of “false profits,” and the payment

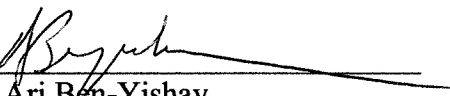
and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.


Ari Ben-Yishay understands and agrees that each party to this agreement shall bear his or her own individual costs and attorneys' fees incurred in the resolution of this matter and further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and Ari Ben-Yishay agree that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Ari Ben-Yishay also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: 
Ari Ben-Yishay

By: 
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 11/6/20.

Date: 1-14-2021

EXHIBIT B

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019, the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “**Receiver**”) for (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**”) 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**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Gregory Corcoran, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, Gregory Corcoran has agreed to cause the Receiver to be paid and the Receiver has

agreed to accept a total of \$19,311.51 (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid in full on or before October 30, 2020. The Settlement Amount shall be made payable to “Burton W. Wand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609.

If full payment of the Settlement Amount is not received by October 30, 2020, Gregory Corcoran agrees that he shall be in default of his obligations and consents to – and agrees not to oppose – the immediate entry of a judgment against him in the amount of \$19,311.51, less any payments made plus reasonable attorneys’ fees and interest at 6% from the date of this Settlement Agreement, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Gregory Corcoran of and from any liability for the claims asserted in the Receiver’s demand letter of March 18, 2020 regarding the receipt of “false profits.”

In further consideration of the release of claims described above, Gregory Corcoran agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and Gregory Corcoran understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of “false profits,” and the payment

and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

Gregory Corcoran understands and agrees that each party to this agreement shall bear his or her own individual costs and attorneys' fees incurred in the resolution of this matter and further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and Gregory Corcoran agree that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Gregory Corcoran also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: Gregory J. Corcoran
Gregory Corcoran

By: Burton W. Wiand
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 10-16-2020

Date: 11-19-2020

EXHIBIT C

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019 , the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “Receiver”) for (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**”) 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**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Ronaldo Duenas and Alba Chona, without admitting liability, wish to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, Ronaldo Duenas and Alba Chona have agreed to cause the Receiver to be paid and

the Receiver has agreed to accept principal of \$65,419.32 (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid pursuant to the following payment schedule:

- A payment of \$26,000.00 to the Receiver on or before December 4, 2020;
- A payment of \$27,419.32 to the Receiver on or before December 28, 2020; and
- A payment of \$12,000.00 to the Receiver on or before June 30, 2021.

Each payment towards the Settlement Amount shall be made payable to “Burton W. Wiand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609. The full Settlement Amount, less any payments already made, may be paid at any time.

If the full Settlement Amount is not received by June 30, 2021, Ronaldo Duenas and Alba Chona agree that they shall be in default of their obligations, and they now consent to – and agree not to oppose – the immediate entry of a judgment against them, in the amount of \$65,419.32, less any payments already made, plus pre-judgment interest, reasonable attorneys’ fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment in a summary proceeding before the Receivership Court.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Ronaldo Duenas and Alba Chona of and from any liability for the claims asserted in the Receiver’s demand letter of March 18, 2020 regarding the receipt of “false profits.”

In further consideration of the release of claims described above, Ronaldo Duenas and Alba Chona agree to waive and do hereby waive any claim that they had, have, or

hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and Ronaldo Duenas and Alba Chona understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of “false profits,” and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

Ronaldo Duenas and Alba Chona understand and agree that each party to this agreement shall bear their own individual costs and attorneys’ fees incurred in the resolution of this matter and Ronaldo Duenas and Alba Chona further agree to assist the Receiver should any additional steps be necessary to effectuate this agreement.

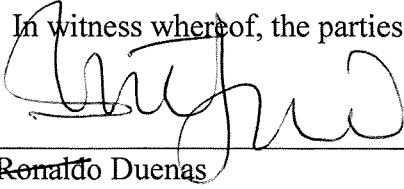
The Receiver and Ronaldo Duenas and Alba Chona agree that this agreement shall be governed by and be enforceable under Florida law, without reference to Florida’s choice-of-law rules, through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Ronaldo Duenas and Alba Chona also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.


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In witness whereof, the parties have set their hands as of the dates indicated.

RD
NOV 30TH 2020

By: 
Ronaldo Duenas
ROLANDO

Date: NOV 30TH 2020

By: 
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 1/14/20

By: 
Alba Chona

Date: NOV. 30th 2020

EXHIBIT D

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019, the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “Receiver”) for (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**”) 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**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, Elmore Runee Harris, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, Elmore Runee Harris has agreed to cause the Receiver to be paid and the Receiver

has agreed to accept principal of \$6,307.03 and 6% simple interest of \$206.85 for a total of \$6,513.88 (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid pursuant to the following payment schedule:

- A payment of \$542.83 to the Receiver on or before December 15, 2020;
- A payment of \$542.83 to the Receiver on or before January 15, 2021;
- A payment of \$542.83 to the Receiver on or before February 15, 2021;
- A payment of \$542.83 to the Receiver on or before March 15, 2021;
- A payment of \$542.83 to the Receiver on or before April 15, 2021;
- A payment of \$542.83 to the Receiver on or before May 15, 2021;
- A payment of \$542.83 to the Receiver on or before June 15, 2021;
- A payment of \$542.83 to the Receiver on or before July 15, 2021;
- A payment of \$542.83 to the Receiver on or before August 15, 2021;
- A payment of \$542.83 to the Receiver on or before September 15, 2021;
- A payment of \$542.83 to the Receiver on or before October 20, 2021; and
- A payment of \$542.75 to the Receiver on or before November 15, 2021;.

Each payment towards the Settlement Amount shall be made payable to “Burton W. Wiand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609. The full Settlement Amount, less any payments already made, may be paid at any time.

If the full Settlement Amount is not received by November 15, 2021, Elmore Runee Harris agrees that he shall be in default of his obligations, and he now consents to – and agrees not to oppose – the immediate entry of a judgment against him, in the amount of \$6,513.88, less any payments already made, plus reasonable attorneys’ fees and post-judgment interest, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever

discharged Elmore Runee Harris of and from any liability for the claims asserted in the Receiver's demand letter of March 18, 2020 regarding the receipt of "false profits."

In further consideration of the release of claims described above, Elmore Runee Harris agrees to waive and does hereby waive any claim that he had, has, or hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

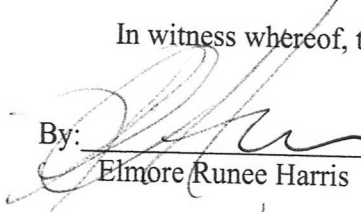
The Receiver and Elmore Runee Harris understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of "false profits," and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

Elmore Runee Harris understands and agrees that each party to this agreement shall bear his own individual costs and attorneys' fees incurred in the resolution of this matter and Elmore Runee Harris further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.


The Receiver and Elmore Runee Harris agree that this agreement shall be governed by and be enforceable under Florida law, without reference to Florida's choice-of-law rules, through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Elmore Runee Harris also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: 
Elmore Runee Harris

Date: 12/10/20

By: 
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 1-14-2021

EXHIBIT E

SETTLEMENT AGREEMENT

WHEREAS, by order dated April 15, 2019, the Court in Commodity Futures Trading Commission v. Oasis International Group, LTD, et al, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (the “**CFTC Receivership Action**”), appointed Burton W. Wiand as Receiver (the “**Receiver**”) for (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**”) 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**”) and all of their subsidiaries, successors, and assigns (collectively, the “**Receivership Entities**”); and

WHEREAS, the Receiver has commenced a lawsuit in the United States District Court for the Middle District seeking the return of funds (*i.e.*, “false profits”) received from or at the direction of one or more of the Receivership Entities; and

WHEREAS, the Estate of Mary McClare, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement has been preauthorized and preapproved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Court, the Estate of Mary McClare has agreed to cause the Receiver to be paid and the

Receiver has agreed to accept a total of \$10,000.00 (the “**Settlement Amount**”) in full settlement of the claims to be asserted in the lawsuit. The Settlement Amount shall be paid in full on or before November 30, 2020. The Settlement Amount shall be made payable to “Burton W. Wand, as Receiver” and sent to the Receiver’s counsel (c/o Jared J. Perez, Esq.) at 5505 W. Gray St., Tampa, FL 33609.

If full payment of the Settlement Amount is not received by November 30, 2020, the Estate of Mary McClare agrees that it shall be in default of its obligations and consents to – and agrees not to oppose – the immediate entry of a judgment against it in the amount of \$10,000.00, less any payments made plus reasonable attorneys’ fees and interest at 6% from the date of this Settlement Agreement, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount and interest, if any, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged the Estate of Mary McClare, its executors, heirs and distributees of and from any liability for the claims asserted in the Receiver’s demand letter of March 18, 2020 regarding the receipt of “false profits.” This release shall not apply to Kathy McClare for any action arising from or relating to the separate claim brought by the Receiver against her in this case.

In further consideration of the release of claims described above, the Estate of Mary McClare, its executors, heirs and distributees agree to waive and does hereby waive any claim that it had, now has, or hereafter may have against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and the Estate of Mary McClare understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of "false profits," and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

The Estate of Mary McClare understands and agrees that each party to this agreement shall bear his or her own individual costs and attorneys' fees incurred in the resolution of this matter and further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.


The Receiver and the Estate of Mary McClare ~~typed and~~ agreed that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and the Estate of Mary McClare also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: _____
William G. McClare,
Co-Personal Representative

Date: _____

By:  _____
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 11-25-2020

By: _____
Brian A. McClare,
Co-Personal Representative

Date: _____

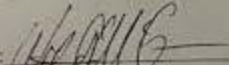
The Receiver and the Estate of Mary McClare understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of "false profits," and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

The Estate of Mary McClare understands and agrees that each party to this agreement shall bear his or her own individual costs and attorneys' fees incurred in the resolution of this matter and further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and the Estate of Mary McClare agree that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and the Estate of Mary McClare also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: 
William G. McClare,
Co-Personal Representative

Date: 4/18/2020

By: _____
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: _____

By: _____
Brian A. McClare,
Co-Personal Representative

Date: _____

The Receiver and the Estate of Mary McClare understand and agree that the payment of the aforesaid total sum and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims regarding the receipt of "false profits," and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding litigation.

The Estate of Mary McClare understands and agrees that each party to this agreement shall bear his or her own individual costs and attorneys' fees incurred in the resolution of this matter and further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and the Estate of Mary McClare agree that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and the Estate of Mary McClare also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: _____
William G. McClare,
Co-Personal Representative

By: _____
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: _____

Date: _____

By: Brian A. McClare
Brian A. McClare,
Co-Personal Representative

Date: 11-20-2020