

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 SIXTH 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 seven settlements totaling \$315,006.31 with defendants in *Wiand v. Arduini, et. al.*, Case No. 8:20-cv-862-T-33TGW (M.D. Fla.) (the “**Clawback Case**”). These settlements are generally the result of mediated agreements and subsequent negotiations. Importantly, one settlement satisfies a default final judgment and associated writ of garnishment. The Receiver has obtained final judgments worth more than \$2.3 million in the Clawback Case, and he intends to pursue collection efforts efficiently but aggressively. Other defendants who might wish to avoid the

Receiver's collection efforts are encouraged to contact the Receiver's counsel as soon as possible. Resolution of these judgments will conserve the parties' and the Court's resources while avoiding the harshest outcomes, including bankruptcies and the imposition of constructive trusts and equitable liens on homestead and other property. *See, e.g., Lee v. Wiand*, 603 B.R. 161 (M.D. Fla. 2018). Given the risks inherent in litigation and the desire to conserve resources, the Receiver believes the settlements in this motion are reasonable, equitable, and in the best interests of the Receivership.

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p. 14, ¶ 32 & p. 15, ¶ 30.b. On July 11, 2019, the Court entered a Consolidated Receivership Order, which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver's activities. *See* Docs. 177 & 390 (collectively, the “**Consolidated Order**”).

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 did not 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, 350, 357, 379, 383, 399, 404. In this sixth motion, the Receiver seeks the Court's approval of the following agreements:

- Offer Attia has agreed to pay the Receiver \$14,247.29. A copy of the Settlement Agreement is attached as **Exhibit A**.
- Betsy Doolin has agreed to pay the Receiver \$21,027.97. A copy of the Settlement Agreement is attached as **Exhibit B**.
- Divergent Investments has agreed to pay the Receiver \$28,662.27. A copy of the Settlement Agreement is attached as **Exhibit C**.
- Joseph Martini, Jr. has agreed to pay the Receiver \$115,000.00. A copy of the Settlement Agreement is attached as **Exhibit D**.

- Elizabeth McMahon has agreed to pay the Receiver \$70,000.00. A copy of the Settlement Agreement is attached as **Exhibit E**.
- Steven and Jean Monahan have agreed to pay the Receiver \$32,853.72. A copy of the Settlement Agreement is attached as **Exhibit F**.
- Charles Huckabee has agreed to pay the Receiver \$33,215.06. A copy of the Settlement Agreement is attached as **Exhibit G**.¹

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.²

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

¹ This is a post-judgment settlement that resulted from a writ of garnishment obtained by the Receiver's clawback counsel. To avoid further collection efforts, defendant Huckabee agreed to pay \$28,000 in satisfaction of the judgment as well as prejudgment interest of \$3,718.78, post-judgment interest of \$996.28, and attorneys' fees and costs of \$500.00.

² 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.

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 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 either agreed to repay 100% of their false profits, which is more favorable to the Receivership than the 90% pre-suit settlement offer, or reached mediated or negotiated settlement agreements with the Receiver, taking into consideration the risks inherent in litigation, each defendant’s ability to pay, and other unique circumstances.³ The Receiver is also charging interest on settlements containing 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 or otherwise reached mediated or negotiated agreements, and approval of the settlements will avoid unnecessary litigation.

³ For example, Elizabeth McMahon filed a bankruptcy petition in Utah. As such, the Receiver’s ability to recover money from her was hampered by the protections afforded debtors under the Bankruptcy Code. The Receiver believes the proposed settlement is a fair compromise, given the circumstances.

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, 350, 357, 379, 383, 399, 404), 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 August 20, 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
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Middle Village, NY 11379
gmarronelaw@gmail.com
Counsel for Defendant Joseph S. Anile, II

Michael DaCorta
11557 Via Lucerna Circle
Windermere, FL 34786
mdacorta64@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, Offer Attia, 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, Offer Attia has agreed to cause the Receiver to be paid and the Receiver has agreed

to accept principal of \$14,247.29 (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 \$1,780.91 to the Receiver on or before June 30, 2021;
- A payment of \$1,780.91 to the Receiver on or before July 31, 2021;
- A payment of \$1,780.91 to the Receiver on or before August 31, 2021;
- A payment of \$1,780.91 to the Receiver on or before September 30, 2021;
- A payment of \$1,780.91 to the Receiver on or before October 31, 2021;
- A payment of \$1,780.91 to the Receiver on or before November 30, 2021;
- A payment of \$1,780.91 to the Receiver on or before December 31, 2021;
- A payment of \$1,780.92 to the Receiver on or before January 31, 2022;

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 any payment listed above is not received within five (5) days of the date due or the full Settlement Amount is not received by January 31, 2022, Offer Attia 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 \$14,247.29, 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 Offer Attia 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, Offer Attia 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 Offer Attia 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.

Offer Attia 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 Offer Attia further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.


The Receiver and Offer Attia 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 Offer Attia 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: 
Offer Attia

Date: 6/1/2021

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

Date: 6-1-2021

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, Betsy Doolin, 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, Betsy Doolin has agreed to cause the Receiver to be paid and the Receiver has

agreed to accept principal of \$19,913.04 and 6% simple interest of \$1,114.93 for a total of \$21,027.97 (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 \$1,000.00 to the Receiver on or before August 1, 2021;
- A payment of \$1,000.00 to the Receiver on or before September 1, 2021;
- A payment of \$1,000.00 to the Receiver on or before October 1, 2021
- A payment of \$1,000.00 to the Receiver on or before November 1, 2021;
- A payment of \$1,000.00 to the Receiver on or before December 1, 2021;
- A payment of \$1,000.00 to the Receiver on or before January 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before February 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before March 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before April 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before May 1, 2022;.
- A payment of \$1,000.00 to the Receiver on or before June 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before July 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before August 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before September 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before October 1, 2022
- A payment of \$1,000.00 to the Receiver on or before November 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before December 1, 2022;
- A payment of \$1,000.00 to the Receiver on or before January 1, 2023;
- A payment of \$1,000.00 to the Receiver on or before February 1, 2023;
- A payment of \$1,000.00 to the Receiver on or before March 1, 2023;
- A payment of \$1,000.00 to the Receiver on or before April 1, 2023; and
- A payment of \$27.97 to the Receiver on or before May 1, 2023;.

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. Attached to this Settlement Agreement is an amortization schedule showing the date due, payment amount, principal, interest and outstanding balance for each payment. The outstanding balance may be prepaid at any time without premium or penalty.

If any payment is not received within five (5) days of the due date or the full Settlement Amount is not received by May 1, 2023, Betsy Doolin agrees that she shall be in default of her obligations, and she now consents to – and agrees not to oppose – the immediate entry of a judgment against her, in the amount of \$21,027.97, 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 Betsy Doolin 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, Betsy Doolin agrees to waive and does hereby waive any claim that she 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 Betsy Doolin 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.

Betsy Doolin understands and agrees that each party to this agreement shall bear their own individual costs and attorneys’ fees incurred in the resolution of this matter and Betsy Doolin further agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and Betsy Doolin 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 Betsy Doolin 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: Betsy Doolin
Betsy Doolin

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

Date: June 21, 2021

Date: June 22, 2021



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, the Receiver obtained a Default Judgment against Divergent Investments, LLC in the amount of \$23,239.51 in damages plus \$3,232.69 in prejudgment interest through November 30, 2020, and costs of \$1,256.25 in connection with the above-referenced lawsuit (“**Judgment**”).

WHEREAS, following the post judgment garnishment of its Truist Bank account in the amount of \$44,071.70 (“**Garnished Funds**”), Divergent Investments, LLC wishes to resolve these matters amicably in satisfaction of the Judgment;

WHEREAS, to expedite unfreezing of its Truist Bank account, Divergent Investments, LLC wishes to jointly move for entry of a final judgment of garnishment, with respect to the Garnished funds, waiving (i) any objections to the Truist Bank Writ of Garnishment, (ii) any claim of exemption related to the Garnished Funds, and (iii) any motion to dissolve the Truist Bank Writ of Garnishment. Accordingly, Divergent Investments, LLC stipulates to filing the Joint Motion for Final Judgment in Garnishment as set forth in the attached **Exhibit “A”** and

WHEREAS, the settlement set forth in this agreement is pre-authorized and approved by the Court presiding over the CFTC Receivership Action.

NOW, THEREFORE, Divergent Investments, LLC has agreed to cause the Receiver to be paid and the Receiver has agreed to accept a total of \$28,662.27 [inclusive of damages (\$23,239.51), pre-judgment interest (\$3,232.69), taxed costs (\$1,256.25), and post-judgment interest (\$933.82)] (the “**Settlement Amount**”) in full satisfaction of the Judgment. The Settlement Amount shall be paid in one payment of \$28,662.27 from the Garnished Funds to the Receiver as set forth in the attached **Exhibit “A.”**

If Divergent Investments, LLC fails to stipulate to filing the Joint Motion for Final Judgment in Garnishment as set forth in the attached Exhibit “A”, it shall be in default of its obligations under this agreement and the Receiver shall: (1) resume garnishment efforts against Divergent Investments, LLC, (2) recover post judgment interest at the applicable statutory rate dating back to November 30, 2020, and (3) recover attorneys’ fees and costs incurred in connection with the Receiver’s post judgment collection efforts.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall record a Satisfaction of Judgment, thereby releasing Divergent Investments, LLC from any further obligation set forth in the Judgment.

In further consideration of the Satisfaction of Judgment described above, Divergent Investments, LLC 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 Divergent Investments, LLC understand and agree that the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of the Judgment.


Divergent Investments, LLC agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.

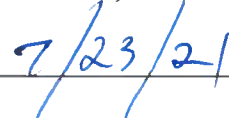
The Receiver and Divergent Investments, LLC agree that this agreement shall be governed by and be enforceable under Florida law through a summary proceeding in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Divergent Investments, LLC 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: 
Ronald D. Lawrence, Jr., as
Authorized member of Divergent
Investments, LLC

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

Date: 

Date: 8-4-2021

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, Case No. 8:20-cv-862-T-33TGW (“**Lawsuit**”), 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, Joseph Martini, Jr., without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the settlement set forth in this agreement must be authorized and approved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, pursuant to the preapproval of the CFTC Receivership Action Court, Joseph Martini, Jr. has agreed to cause the Receiver to be paid and the Receiver has agreed to accept principal of \$115,000.00 (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 28, 2021. The Settlement Amount shall be made payable to “Burton W. Wiand as Receiver” and sent to 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 28, 2021, Joseph Martini, Jr. 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 \$258,644.09 [\$200,000.00 (false profit) + \$58,644.09 (prejudgment interest through May 31, 2021)], less any payments made 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, 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 Joseph Martini, Jr. his heirs, beneficiaries, and agents of and from any liability for all claims that have been or could have been asserted against Mr. Martini, Jr. in the Lawsuit and/or pertaining or related to Mr. Martini, Jr.’s investments with or payments from the Receivership Entities.

Within seven (7) days after receipt and clearing of the Full Settlement Amount, Receiver shall, if not already done, dismiss all claims and causes of actions in the Lawsuit brought against Mr. Martini Jr., with prejudice, with each party to bear their own attorneys’ fees.

In further consideration of the release of claims described above, Joseph Martini, Jr. 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 Joseph Martini, Jr. 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 further litigation.


Joseph Martini, Jr. 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 warrants and represents that he has not assigned, transferred, encumbered, conveyed, pledged or made any other disposition of the rights, claims, interests, actions, causes of action, obligations, or any other matter being settled and/or released in connection with this Agreement and that the Receiver, subject to the approval of the CFTC Receivership Action Court, has the full right, power, and authority to give the release and make the promises, agreements and covenants set forth and/or described herein.

The Receiver and Joseph Martini, Jr. 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 Joseph Martini, Jr. 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: 
Joseph Martini, Jr.

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

Date: 6/1/21

Date: 6-1-2021

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 against Elizabeth Coleman McMahon (“Ms. McMahon”) in the United States District Court for the Middle District of Florida, identified as case number 8:20-cv-00862, seeking the return of funds received from or at the direction of one or more of the Receivership Entities (the “Florida Case”); and

WHEREAS, Ms. McMahon, without admitting liability, wishes to amicably resolve any and all claims the Receiver and the Receivership Entities have against her, including but not limited to those set forth in the Florida Case; and

WHEREAS, the settlement set forth in this agreement must be authorized and approved by the Court presiding over the CFTC Receivership Action;

NOW, THEREFORE, subject to the approval of the Court in the CFTC Receivership Action, Ms. McMahon has agreed to cause the Receiver to be paid and the Receiver has agreed to accept a total of seventy thousand and ten dollars (\$70,010.00) (the “**Settlement Amount**”), which funds shall come from Ms. McMahon’s IRA account at Entrust, in full settlement of any and all claims the Receiver and the Receivership Entities have against her, including but not limited to those set forth in the Florida Case. The Settlement Amount shall be paid in full within forty-five (45) calendar days of the execution of this Agreement by all parties. The Settlement Amount shall be made by way of wire transfer pursuant to the instructions set forth below:

ServisFirst Bank
Incoming Domestic Fed Wiring Instructions

ABA Routing Number:
Beneficiary Bank: ServisFirst Bank
Address: 2500 Woodcrest Place
City: Birmingham, AL 35209
Beneficiary Account #
Beneficiary Name: Burton W Wiand Receiver for Oasis Management LLC
Reference Details: Elizabeth McMahon Settlement of Oasis Matter

The Receiver and/or his counsel shall hold the Settlement Amount in trust pending approval of this Agreement by the Court in the CFTC Receivership Action. If this Agreement is not approved by the Court in the CFTC Receivership Action, then the Receiver shall return the Settlement Amount to Ms. McMahon within seven (7) business days of the Court failing to approve this Agreement.

In addition to the Settlement Amount, Ms. McMahon agrees to cooperate and make herself available to provide the Receiver with truthful testimony, documents, or any other

evidentiary information related to the CFTC Receivership Action, without service of a subpoena, upon the Receiver's request. The Parties recognize and agree that this non-monetary obligation related to Ms. McMahon's cooperation as a witness in the CFTC Receivership Action is a material term of this agreement and breach of that term shall constitute a default.

If full payment of the Settlement Amount is not received by the Receiver or his counsel within forty-five (45) calendar days of the execution of this Agreement by all parties or it is determined by a court of law that Ms. McMahon has failed to cooperate as a witness in the CFTC Receivership Action, Ms. McMahon agrees that she shall be in default of her obligations and consents to – and agrees not to oppose – the immediate entry of a judgment against her in the amount of \$172,530.20 [\$140,000.00 (false profit) + \$32,530.20 (prejudgment interest through August 30, 2021)] plus reasonable attorneys' fees and interest at 6% from the date of this Agreement, upon the filing of an affidavit from the Receiver certifying failure of payment.

Upon receipt and clearing of the full Settlement Amount, 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 Ms. McMahon of and from any and all claims the Receiver and the Receivership Entities have against her, whether known, unknown, suspected, or unsuspected, including but not limited to those set forth in the Florida Case, and shall proceed with the dismissal of any pending lawsuits, adversary proceedings, or cases against Ms. McMahon.

In further consideration of the release of claims described above, Ms. McMahon agrees to waive and does hereby waive any claim that she had, has, or hereafter may have,

whether known, unknown, suspected, or unsuspected, against the Receiver and/or assets of the Receivership Entities in connection with the CFTC Receivership Action.

The Receiver and Ms. McMahon understand and agree that the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of any and all claims regarding the receipt of “false profits,” including but not limited to the Florida Case, and the payment of the Settlement Amount and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating disputes and avoiding continued litigation.

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

The Receiver and Ms. McMahon agree to use their best efforts to obtain approval of this Agreement by the Court in the CFTC Receivership Action.

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

By: Elizabeth Coleman McMahon
Elizabeth Coleman McMahon

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

Date: 7/21/21

Date: 7-21-2021

EXHIBIT F

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, Stephen and Jean Monahan, 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, Stephen and Jean Monahan have agreed to cause the Receiver to be paid and the

Receiver has agreed to accept a total of \$32,853.72 (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 September 15, 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 September 15, 2020, Stephen and Jean Monahan agree that they shall be in default of their obligations and consent to – and agree not to oppose – the immediate entry of a judgment against them, in the amount of \$32,853.72, 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 Stephen and Jean Monahan 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, Stephen and Jean Monahan 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 Stephen and Jean Monahan 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.

Stephen and Jean Monahan understand and agree 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 agree to assist the Receiver should any additional steps be necessary to effectuate this agreement.

The Receiver and Stephen and Jean Monahan 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 Stephen and Jean Monahan 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: Stephen Monahan
Stephen Monahan

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

Date: 9/22/2020

Date: 9-25-2020

By: Jean Monahan
Jean Monahan

Date: 9/22/2020

EXHIBIT G

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 Receiver obtained a Default Judgment against Charles Huckabee in the amount of \$28,000.00 in damages plus \$3,718.78 in prejudgment interest through November 4, 2020 in connection with the above-referenced lawsuit (“**Judgment**”).

WHEREAS, following the post judgment garnishment of his First Horizon Bank as successor by merger to IberiaBank account in the amount of \$1,470.77 (“**Garnished**

Funds”), Charles Huckabee wishes to resolve these matters amicably in satisfaction of the Judgment;

WHEREAS, to expedite unfreezing of his First Horizon Bank account, Charles Huckabee wishes to jointly move for entry of a final judgment of garnishment, with respect to the Garnished funds, waiving (i) any objections to the First Horizon Bank Writ of Garnishment, (ii) any claim of exemption related to the Garnished Funds, and (iii) any motion to dissolve the First Horizon Bank Writ of Garnishment. Accordingly, Charles Huckabee stipulates to filing the Joint Motion for Final Judgment in Garnishment as set forth in the attached Exhibit “A” and

WHEREAS, the settlement set forth in this agreement is pre-authorized and approved by the Court presiding over the CFTC Receivership Action.

NOW, THEREFORE, Charles Huckabee has agreed to cause the Receiver to be paid and the Receiver has agreed to accept a total of \$33,215.06, inclusive of damages (\$28,000.00), pre-judgment interest (\$3,718.78), post-judgment interest (\$996.28), and attorneys’ fees and costs (\$500.00), (the “Settlement Amount”) in full satisfaction of the Judgment. The Settlement Amount shall be paid pursuant to the following payment schedule:

- A payment of \$1,370.77 from the Garnished Funds to the Receiver as set forth in Exhibit A;
- A payment in the amount of \$10,000.00 to the Receiver on or before August 15, 2021;
- A payment in the amount of \$10,000.00 to the Receiver on or before October 1, 2021;
- A payment in the amount of \$11,844.29 to the Receiver on or before November 15, 2021.



Each payment towards 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 Charles Huckabee fails to stipulate to filing the Joint Motion for Final Judgment in Garnishment as set forth in the attached Exhibit "A" or fails to timely make any installment payment set forth herein, he shall be in default of his obligations under this agreement and the Receiver shall: (1) resume garnishment efforts against Charles Huckabee, (2) recover post judgment interest at the applicable statutory rate dating back to November 4, 2020, and (3) recover attorneys' fees and costs incurred in connection with the Receiver's post judgment collection efforts.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall record a Satisfaction of Judgment, thereby releasing Charles Huckabee from any further obligation set forth in the Judgment.

In further consideration of the Satisfaction of Judgment described above, Charles Huckabee 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 Charles Huckabee understand and agree that the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of the Judgment.

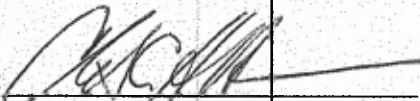
Charles Huckabee agrees to assist the Receiver should any additional steps be necessary to effectuate this agreement.




The Receiver and Charles Huckabee 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 Charles Huckabee 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: 
Charles Huckabee

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

Date: 7/1/2021

Date: 8/19/2021