

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

COMMODITY FUTURES TRADING
COMMISSION,

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

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J. DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P. MONTIE III;
FRANCISCO "FRANK" L. DURAN; and
JOHN J. HAAS,

Defendants;

and

FUNDADMINISTRATION, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF THE
LION FITNESS, LLC; 444 GULF OF
MEXICO DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922 LACANTERA
CIRCLE, LLC; 13318 LOST KEY PLACE,
LLC; and 4 OAKS LLC,

Relief Defendants.

_____ /

**RECEIVER’S MOTION TO APPROVE RETENTION
OF SPECIAL FOREIGN COUNSEL TO FACILITATE RETURN OF
TRADING LICENSE DEPOSIT AND PAPERS**

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 his engagement of Wayne A. Piper and Flores Piper LLP (the “**Piper Firm**”), a law firm located in Belize. As explained below, the Receiver seeks assistance from the Piper Firm to obtain the return of a \$500,000 license deposit held by a bank for Oasis Global FX, S.A. (which is organized in Belize) to the Receivership, as well as Receivership records currently in the custody of another lawyer in Belize. The Receiver has been unable to complete these tasks from the U.S. despite repeated attempts. The engagement of the Piper Firm therefore is necessary to return assets and records of the Receivership.

BACKGROUND

On April 15, 2019, the Court appointed Mr. Wiand as Receiver 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.” See Order Granting Plaintiff’s Motion for an Ex Parte Statutory Restraining Order,

Appointment of a Temporary Receiver, and Other Equitable Relief (Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b.) (the “**TRO**”).

On July 11, 2019, the Court entered a Consolidated Receivership Order, which is now the operative document governing the Receiver’s activities. (Doc. 177 (the “**Consolidated Order**”).)¹ Pursuant to the Consolidated Order and its predecessors (*see* Docs. 7, 44), the Receiver has the duty and authority to (i) recover, receive, and take into possession from third parties “all Receivership Property and records relevant thereto;” and (ii) engage attorneys and liquidating agents “to assist him in carrying out his duties and responsibilities hereunder.” (Doc. 77 at 5–6 ¶ 8(B), (F).)

Oasis Global FX Limited & Oasis Global FX, S.A.

Defendants fraudulently solicited hundreds of members of the public to invest more than \$75 million through two commodity pools:

- Oasis Global FX, Limited (“**Global FX Limited**”) is a New Zealand entity formed in approximately May 2012. It is owned by defendant Oasis International Group Ltd. Defendant Michael DaCorta was the president and defendant Joseph Anile, II was the vice president of Global FX Limited. Defendants operated a foreign trading account in the name of Global FX Limited until approximately February 2017.
- Oasis Global FX, S.A. (“**Global FX SA**”) is a Belizean entity formed in approximately August 2016. It was owned by defendant Anile. Global FX SA operated until the institution of this action.

¹ On April 23, 2021, the Court reappointed the Receiver for purposes of 28 U.S.C. § 754, but the order of reappointment attaches and incorporates the Consolidated Order by reference. *See* Doc. 390. As such, the provisions of the Consolidated Order continue to govern the Receiver’s mandate upon reappointment. *Id.*

Shortly after his appointment, the Receiver learned that Global FX Limited owned an account (x4622) at Choice Bank Limited (“**Choice Bank**”) in Belize. On June 29, 2018, however, regulators in Belize revoked Choice Bank’s license and appointed a liquidator. In October 2021, the Receiver recovered a total of \$55,960.78 from the liquidator.

The Receiver also learned that Global FX SA has an account at Heritage Bank Limited (“**Heritage Bank**”) in Belize that contains approximately \$500,000. The Receiver believes that the money served as a bond that allowed Global FX SA to operate as a broker-dealer in Belize. On May 7, 2019, the Belize International Financial Services Commission suspended Global FX SA’s trading licenses.

Soon after the CFTC filed this action, the Receiver learned that attorney Glenn D. Godfrey and the Godfrey Firm of Belize City (the “**Godfrey Firm**”) had been providing legal services to defendant Anile, Global FX Limited, and Global FX SA. The Receiver contacted the Godfrey Firm, which represented that it could assist the Receiver in transferring control of Global FX SA to him, which would ultimately allow the Receiver to repatriate the above funds to the United States. On June 21, 2019, the Court granted the Receiver’s motion to engage the Godfrey Firm for assistance. (Doc. 138.)

The Godfrey Firm however has not secured the repatriation of the Heritage Bank funds. Nor has the Godfrey Firm satisfied the Receiver’s recent

requests for information and documents relating to Global FX SA. The Receiver submits that the Godfrey Firm has been ineffective and non-responsive.

The Receiver attempted to repatriate the money by dealing directly with Heritage Bank via telephone, e-mail, and regular mail, but those efforts were not fruitful. Officials with Heritage Bank have declined the Receiver's request for the funds even though the Receiver provided Heritage Bank with a copy of the Consolidated Order and other documents that supported the Receiver's request. The Receiver believes that the engagement of the Piper Firm as his new counsel in Belize is the most prudent course for obtaining the repatriation of the Global FX SA funds for the Receivership, as well as the return of Receivership documents from the Godfrey Firm.

The Piper Firm is experienced in assisting companies and individuals in corporate matters as well as litigation. Additional information about the Piper Firm can be found at <https://www.florespiper.com/what-we-do>. Wayne Piper is a principal of the Piper Firm. The attached **Exhibit A** contains biographical information about Mr. Piper and several other members of his firm. The attached **Exhibit B** is recent correspondence from Mr. Piper proposing his plan of action. The attached **Exhibit C** is Mr. Piper's proposed engagement letter.

The Receiver seeks to use the services of the Piper Firm because its attorneys are familiar with local laws, regulations, and proceedings in Belize (which the Receiver is not), and the Receiver reasonably believes the Piper Firm can perform the necessary functions in an economically efficient manner. The Piper Firm requests a \$2,000 retainer and estimates that the legal fees for the representation would approximate \$10,000, exclusive of taxes and fees, if the representation goes smoothly. The Receiver will submit the invoices of the Piper Firm quarterly for review and approval by the Court. Given the work involved and the amount of money at issue, the Receiver believes that these costs are appropriate under the circumstances.

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. *See, e.g., 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).

The Consolidated Order authorizes the Receiver to retain professionals to assist him in carrying out his mandate, but they require the Receiver to seek the Court's approval of the pertinent engagements. The Receiver thus seeks

the Court's approval of his retention of the Piper Firm to provide the above-described services.

CONCLUSION

WHEREFORE, Burton W. Wiand, the Court-appointed Receiver, respectfully requests that this Court grant his motion and approve his engagement of Wayne A. Piper and Flores Piper LLP to obtain the return of the Oasis FX SA license deposit from Heritage Bank, and the return of Receivership papers from the Godfrey Firm.

LOCAL RULE 3.01(g) CERTIFICATION

Undersigned counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC has no objection to the relief requested in this motion. Undersigned counsel has conferred with counsel for the intervening party the United States and is authorized to represent to the Court that the United States takes no position on the relief requested in this motion.

Defendants Anile, Haas, Duran, and Montie do not oppose the requested relief. After conference via e-mail on February 17, 2022, Defendant DaCorta indicated that he will be filing an objection to the requested relief.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 1, 2022, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I have

also provided the following non-CM/ECF participants with a true and correct copy of the foregoing by electronic mail and US mail to:

Gerard Marrone
Law Office of Gerard Marrone, P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
Counsel for Defendant Joseph S. Anile, II

Frank Duran
flduran7@gmail.com

/s/ Lawrence J. Dougherty
Jared J. Perez, FBN 0085192
Email jperez@guerraking.com
Lawrence J. Dougherty, FBN 0068637
Email ldougherty@guerraking.com
GUERRA KING P.A.
The Towers at Westshore
1408 N. West Shore Blvd.,
Suite 1010
Tampa, FL 33607
Tel. (813) 347-5100
Fax (813) 347-5198

*Counsel for the Receiver, Burton W.
Wiand*

EXHIBIT A



FLORES PIPER LLP

ATTORNEYS-AT-LAW & NOTARIES PUBLIC



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Wayne Anthony Piper

Founding Partner
Attorney-at-Law

Wayne was admitted to practice as an Attorney-at-Law in Jamaica in 2011. He was later also admitted to practice in Belize in 2014. He has developed his practice over both jurisdictions focusing mainly in the areas of Corporate and Commercial Litigation as well as Intellectual Property Law, Employment Law and Conveyancing & Real Estate Law.

Wayne is a graduate of the University of the West Indies having been awarded a Bachelor of Arts in Philosophy with a minor in Political Science, in July 2004. He was also awarded a Diploma in Human Resource Management from the University College of the Caribbean in 2005 and in 2008 he was awarded a Bachelor of Laws degree from the University of London.

On 8th October 2011 he graduated from the Norman Manley Law School, in Kingston, Jamaica and was awarded with a Certificate of Legal Education. He has also served as the Secretary of the Bar Association of Belize.

Education

University of the West Indies - B.A. Philosophy & Political Science

University of London - LLB

Norman Manley Law School - L.E.C.

Affiliations

Bar Association of Belize
Jamaica Bar Association
International Trademark Association

Languages

English



Email : wayne@florespiper.com Tel: +501-223-0878

EXHIBIT B



Wayne A. Piper B.A., LLB, CLE
Oneyda K. Flores Piper Bsc., LLB, CLE

13th December 2021

By email only

Burton W. Wiand
Court Appointed Receiver
Oasis International Group Ltd. (in receivership)
114 Turner Street , Clearwater, Florida, 33756

Dear Mr. Wiand,

Re: **Oasis Global FX, S.A.**

We refer to your letter dated 27th November 2021 requesting that we provide a proposal to obtain:

- (i) the return of the license deposit from Heritage Bank Ltd., and
- (ii) the Oasis client file from the Godfrey firm.

To this aim we propose a four-step approach: (i) Request a change of the Registered Agent; (ii) Seek change in account signatories; (iii) Formal Liquidation of Oasis Global FX, S.A.; (iv) Application to Supreme Court ordering Compliance

1. **We request change of agent from the current registered agent to one not affiliated with the Godfrey law firm.** All International Business Companies (IBCs) in Belize are required to have a registered agent. This registered agent (RA) is responsible for ensuring that the legally required documentary records for the company are maintained (primarily the list of shareholders, directors, and any ultimate beneficial owners). The RA would also be responsible for making all annual license filings and is the party who would manage liquidation proceedings with the IBC registry on behalf of the company.

This change would result in you having a new registered agent who is unassociated with the previous company management and who will act directly on your instructions. Once the change is effected the entire company file with the old RA is required to be passed to the new RA. Any outstanding fees owed to the old RA would need to be paid up in advance of any transfer.

The RA we work closely with is AME Consulting Ltd.

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The estimated cost of transferring the RA is:

| | |
|--|-------------------|
| Attorneys' fees: | \$600.00 (2 hrs.) |
| Registered Agent Fees: | \$ 50.00 |
| Fees for Corporate Search: | \$150.00 |
| Fees outstanding to current Registered Agent: | UNKNOWN |
| Outstanding License Fees: | UNKNOWN |

2. **We formally advise Heritage Bank of the liquidation order and serve a copy of the Court Order requesting release of the funds to the US appointed liquidator. We will thereafter on the strength of the liquidation order and the change of registered agent formally request a change of the account signatories to allow you access to the account.**

We will also as part of this process request that the funds held for license deposit be released from the "hold" allowing access to it in the general account. Where the bank refuses this request, we shall advise moving on towards steps 3 and 4.

The estimated cost for this step is US\$1,200.00 (4 hrs.)

3. **Formal Liquidation of Oasis LLC**

A voluntary winding up and dissolution of a Belize IBC may be done either by, a Resolution of Board of Directors or a Resolution of Members, depending on whether shares had been issued. Payment of all outstanding fees due to the government and the registered agent of the company is also required.

A Plan of Dissolution must be approved and authorized by the directors or members of the company, as the case may be. After approval of the Plan of Dissolution by the directors, and if required, by the members, Articles of Dissolution must be executed by the company and should contain the mentioned plan of dissolution and the manner on which the plan of dissolution was authorized.

Once the Plan and necessary resolutions are filed by the RA, the Registrar will issue a Certificate of Dissolution certifying that the company has been dissolved. The dissolution would be effective from the date of issuance of the certificate, usually the



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certificate is issued 30 days after the dissolution documents are submitted at the Registry. A publication of the dissolution of the company will be in the Government Gazette and a local newspaper.

The estimated cost of such liquidation proceedings would be:

Attorney's Fees: \$900.00 (2 hrs.)
Registered Agent: \$500.00

4. Application for to the Supreme Court of Belize for compliance with liquidation

Where the bank (or the current RA) does not comply with any of the above the last resort is to make application to the Supreme Court of Belize for compliance with the liquidation. In relation to the RA if it refuses to provide original documents belonging to the company, then a court order may be sought ordering such compliance. In relation to the bank, if after going through all the above steps the bank refuses to comply with, the US liquidation order, the instructions of the new RA and current shareholder and the Belize liquidation, then a Court order would be the last resort to compel compliance.

The estimated cost of such application would be US\$6,000.00 plus sales tax [12.5%], costs, filing fees and expenses (est. 20 hours)

All the above fees are stated in United States Dollars. Unless stated, the fees do not include expenses or the Sales Tax of 12.5%. We have sought to provide an estimate including all contingencies as our services will be provided on an hourly basis. However, if there are unforeseen services that increase the scope of work, we shall offer a revised fee budget.

Where the bank releases the funds, if we are required to hold the funds on escrow, our escrow fees are 2% of the amount held plus sales tax (12.5%) and any wiring fees for sending the funds. Where the funds are held for more than 12 months an additional US\$100.00 per month (plus sales tax) will be charged in escrow fees.

We note that you are requesting the file from Glen D. Godfrey's law firm. Please note that the file held with law firms belongs to the firm. The firm is only required to provide the client with original documents belonging to them or documents relevant to an ongoing matter on

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termination. Similarly, the RA will only be required to provide from its file, original documents and records belonging to the client.

If the above proposal meets your satisfaction, we can prepare a legal service agreement for your execution. We would require a minimum retainer of US\$2,000.00 to begin acting on your behalf and would provide further invoice (with full hourly report) once the retainer fee is 50% exhausted.

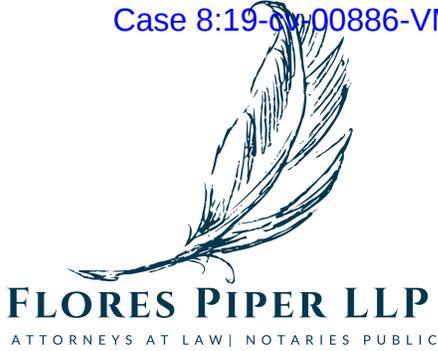
We look forward to your response and further instructions.

Yours faithfully,
FLORES PIPER LLP

Per: 
Wayne A Piper

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EXHIBIT C



Wayne A. Piper B.A., LLB, CLE
Oneyda K. Flores Piper Bsc., LLB, CLE

RETAINER AGREEMENT

1. THIS AGREEMENT is made between FLORES PIPER LLP, (the “Attorneys”) and the “Client” as set out in schedule I, on the “effective date” as set out in schedule II.
2. This agreement will not take effect, and the Attorneys will have no obligation to provide legal services, until the Client returns a signed copy of this agreement, along with the any other requested client IDs or Incorporation documents and pays the requisite minimum retainer as set out in this agreement.
3. The Attorneys shall perform the legal services called for under this agreement, keep the Client informed of the progress and developments and respond within a reasonable time to the client’s inquiries and communications.
4. The Client will be truthful and cooperative with the Attorneys, provide on a timely basis all information and documents necessary to the Attorneys’ effective representation of the Client’s interests, keep the Attorneys reasonably informed of the Client’s address, telephone number, whereabouts, and make any payments required by this agreement in a timely manner.
5. The Client should be mindful that the Attorney's’ ability to adequately represent and advise is dependent upon the Client keeping the Attorneys fully informed of all facts and circumstances concerning the Client’s matter.
6. The Client is retaining the law firm FLORES PIPER LLP and in exceptional cases the services may be provided by any Attorney-at-Law in this firm. Legal services and management of the matter(s) outlined herein will be primarily handled by the “responsible attorney” as set out in schedule III below.
7. The legal service(s) to be provided by the Attorneys are those as set out in schedule IV below.



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8. The Client agrees to pay the Attorneys fees, taxes and expenses as set out below in schedule V, as well as additional costs and expenses arising, such as government taxes, stamp duty, filing fees, courier fees, process service fees, travel expenses, and costs associated with retaining further services such as land surveyors; auctioneers; valuers; etc.
9. The Attorneys shall charge the client a minimum retainer for conduct of the abovementioned legal services. It is agreed that the minimum retainer fee due under this agreement is as set out in schedule VI.
10. The balance of fees shall be due payable to the Attorneys on the periodic presentation of invoice / completion of the transaction.
11. The Client may terminate the services of the Attorneys at any time by written notice effective when received by the Attorneys. Unless specifically agreed the Attorneys will provide no further services and advance no further expenses on the Client's behalf after receipt of the notice. Any services provided by the Attorneys that had not been previously invoiced at the date of receipt of the notice shall be billed at an hourly rate of USD \$300.00. The total amount due shall be billed against the minimum retainer which is nonrefundable.
12. The Attorneys may withdraw services provided under this agreement at any time, but more particularly where; the Client consents to such withdrawal; or as a result of the Client's conduct, it is unreasonably difficult for the Attorneys to carry out legal representation effectively; or the Client fails to pay agreed fees or costs as required by this agreement. The Client will remain obligated to pay the Attorney's fees for services provided before the withdrawal.
13. It is the Attorney's policy to retain and store client's files for a period of seven (7) years after which the files and the documents therein may be destroyed. Where there is any critical information or original documentation that the client requires to be returned, a request for such return must be made in writing in a timely manner.
14. The Client's facsimile signature on this agreement will constitute the Client's original signature and the Client's acceptance of the terms and conditions of this agreement.



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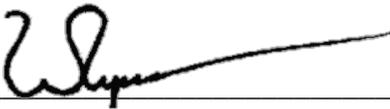


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15. The effective date of this agreement will be the date when having been executed by the client the agreement is received by the Attorneys.

Signed by _____
in acceptance of the above-mentioned terms and conditions.

Signed by WAYNE A PIPER
on behalf of FLORES PIPER LLP
in acceptance of the above-mentioned terms and conditions





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SCHEDULE I
“The Client”

NAME OF CLIENT:

BURTON W. WIAND,
Court Appointed Receiver for
Oasis International Group et. al.

ADDRESS OF CLIENT:

114 Turner Street, Clearwater, Florida, USA,
33756

SCHEDULE II
“The Effective Date”

This Agreement is effective as at the 5th day of
2022.

SCHEDULE III
“Responsible Attorney”

WAYNE A PIPER



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SCHEDULE IV
Legal Service(s)

| | Type of Service | Description |
|---|-----------------|--|
| | Litigation | |
| | Conveyancing | |
| | Corporate | |
| | Probate | |
| X | General | <p>Services and scope of work are as set out in letter to Burton W. Wiand dated 13th December 2021.</p> <p>Attorney will also make effort to obtain correspondence between the Godfrey law firm (or the Registered Agent) and the IFSC and Heritage Bank.</p> |

SCHEDULE V
“Legal Fees”

| | Rate Description |
|---|--|
| X | Hourly Rate of USD \$ 300.00 per hour plus tax (12.5%), expenses and disbursements |
| | Fixed Fee of _____ plus tax (12.5%), expenses and disbursements |
| | _____ % of the value of \$ _____ being the transaction amount. |
| | Contingency Fee of _____ % of the amount recovered |
| | |



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SCHEDULE VI
"Minimum Retainer"

USD \$ 2,000.00



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