

**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.

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THE RECEIVER'S EIGHTH INTERIM REPORT

Information and Activity from January 1, 2021 through March 31, 2021.

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INTRODUCTION

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**” and the “**Receivership**” or “**Receivership Estate**”), files this Eighth Interim Report to inform the Court, investors, creditors, and others interested in this Receivership of activities to date as well as the Receiver’s proposed course of action. The Receiver has established a website, www.oasisreceivership.com, which he has updated periodically. The Receiver will continue to update the website regarding the Receiver’s most significant actions, important Court filings, and other items that might be of interest to the public. This Eighth Interim Report, as well as all other reports, will be posted on the website.¹

Overview of Significant Activities During this Reporting Period

During the time covered by this Eighth Interim Report, the Receiver and his professionals engaged in the following significant activities:

- Obtained Court approval of a settlement with Fundadministration, Inc. and recovered **\$3,555,000.00** (net; *see infra* § V.1.a.);
- Closed the sale of 6300 Midnight Pass Road, No. 1002 in Sarasota, Florida and recovered **\$863,654.69** (net);
- Closed the sale of 7312 Desert Ridge Glen in Bradenton, Florida and recovered **\$774,740.08** (net);

¹ As directed by the Court, the Receiver will submit his next interim report and subsequent reports within thirty days after the end of each calendar quarter. Where possible, the Receiver has also included information about events occurring between March 31, 2021 (the end of the reporting period) and the date of this filing.

- Closed the sale of 17006 Vardon Terrace Unit #105 in Lakewood Ranch, Florida and recovered **\$187,813.91** (net);
- Closed the sale of 16804 Vardon Terrace Unit #307 in Lakewood Ranch, Florida and recovered **\$187,542.50** (net);
- Obtained Court approval and closed the sale of 4058 Founders Club Drive in Sarasota, Florida and recovered **\$186,252.37** (net);
- Obtained Court approval of the sale of 4064 Founders Club Drive in Sarasota, Florida for **\$1,875,000.00** (pending; gross);
- Collected **\$7,200.03** in interest income on seized funds;
- Continued to prosecute and reach settlements in a “clawback” action against **almost 100 defendants** who received “false profits” or other avoidable transfers from the Ponzi scheme underlying this enforcement action (*see infra* § V.2.b.);
- Obtained Court approval of 7 additional clawback settlements with 9 defendants or potential defendants in the total amount of **\$208,897.95** (the Receiver has already collected most of that money, but some settlements contain payment plans);
- Obtained Court approval of the engagement, on a contingency fee basis, of Sallah Astarita & Cox, LLC to further investigate and prosecute claims against ATC Brokers Ltd. and its affiliates and principals;
- Continued and substantially completed analyzing approximately **785 proof of claim forms totaling approximately \$70 million** in furtherance of the claims process approved by the Court during earlier reporting periods (*see infra* § VI);
- Continued to prosecute a second clawback action against Raymond P. Montie, III, seeking to recover approximately \$1.7 million in fraudulent transfers and as much as \$50 million for aiding and abetting or committing breaches of fiduciary duty;
- Continued to cooperate with the Department of Justice regarding its efforts to repatriate approximately **\$2 million** from the United Kingdom; and
- Continued efforts to repatriate **\$560,000** from Belize in cooperation with local counsel.

Overview of Activities Since the Beginning of this Receivership

Since the beginning of this Receivership, the Receiver and his professionals engaged in the following significant activities:

- Served subpoenas or the order appointing the Receiver and freezing the assets of the defendants and relief defendants on approximately **100 individuals and entities** who could have assets or records belonging to the Receivership Estate;
- Seized more than **\$8.66 million** from frozen bank accounts at numerous financial institutions;
- Generated **\$51,138.13** in business income, primarily from mortgages and rentals;
- Liquidated an additional approximately **\$7,006,986.54** (net) in assets, mostly subject to agreements with the Department of Justice and the United States Marshals Service;
- Collected **\$154,330.31** in interest and/or dividend income;
- Collected total litigation income of **\$4,225,323.67** through clawback and other third-party settlements;
- Retained legal counsel (domestic and foreign), forensic accountants, tax accountants, a technology services firm, and an asset manager to assist the Receiver and obtained Court approval of those engagements;
- Completed forensic reconstructions of at least 25 bank accounts, including more than 26,000 individual transactions;
- Interviewed dozens of individuals, including certain defendants, employees, sales agents, investors, legal counsel, and accountants;
- Established a website for investors and other interested parties;
- Collected hundreds of thousands of pages of documents from dozens of nonparties, including employees, banks, credit card companies, accountants, and lawyers; and
- Fielded hundreds of calls from investors and/or their counsel.

Finally, although the Receiver and his professionals are not responsible for criminal prosecutions, on November 18, 2020, defendant Joseph S. Anile, II was sentenced to imprisonment of **120 months** (*i.e.*, 10 years) and supervised release of three years. He was also ordered to pay restitution of **\$53,270,336.08**. The sentence was based on his plea of guilty to multiple felony counts underlying this Ponzi scheme. The above activities are discussed in more detail in the pertinent sections of this Eighth Interim Report and in the Receiver's previous interim reports.

BACKGROUND

I. Procedure and Chronology

On April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**") filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited ("**OIG**"); Oasis Management, LLC ("**Oasis Management**"); Michael J. DaCorta ("**DaCorta**"); Joseph S. Anile, II ("**Anile**"); Francisco "Frank" L. Duran ("**Duran**"); Satellite Holdings Company ("**Satellite Holdings**"); John J. Haas ("**Haas**"); and Raymond P. Montie, III ("**Montie**") (collectively, the "**defendants**") and (2) relief defendants Fundadministration, Inc. ("**FAI**"); 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**”) (collectively, the “**relief defendants**”). The foregoing defendants and relief defendants are referred to as the “**Receivership Entities.**”

The complaint charges the defendants with violations of the Commodity Exchange Act and CFTC regulations and seeks to enjoin their violations of these laws regarding a fraudulent foreign currency (“**forex**”) trading scheme. The CFTC alleges that between mid-April 2014 and April 2019, the defendants fraudulently solicited over 700 U.S. residents to invest in two forex commodity pools – Oasis Global FX, Limited and Oasis Global FX, S.A. (collectively, the “**Oasis Pools**”). The CFTC also asserts that the defendants raised approximately \$75 million from these investors and misappropriated over \$28 million of the pool funds to make payments to other pool participants and over \$18 million for unauthorized personal and business expenses, including the transfer of at least \$7 million to the relief defendants.²

On the same day the CFTC filed its complaint, April 15, 2019, the Court entered an order appointing Burton W. Wiand as temporary Receiver for the Receivership Entities (Doc. 7) (the “**SRO**”). The Court directed him, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership

² On June 12, 2019, the CFTC filed an amended complaint (Doc. 110), which contains additional allegations about certain defendants and relief defendants.

Defendants.” *See id.* at p. 14, ¶ 32 & p. 15, ¶ 30.b. The SRO also imposed a temporary injunction against the defendants and relief defendants and froze their assets. *Id.* at 19.

Subsequently, all defendants and relief defendants either defaulted or consented to the entry of a preliminary injunction against them (with some differences unique to the circumstances of each party). *See* Docs. 35, 43, 44, 82, 85, 172, 174-77. 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**”).³ Pursuant to the Consolidated Order and its predecessors (*see* Docs. 7, 44), the Receiver has the duty and authority to (1) administer and manage the business affairs, funds, assets, and any other property of the Receivership Entities; (2) marshal and safeguard the assets of the Receivership Entities; and (3) investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary.

On June 26, 2019, the Department of Justice, through the United States Attorney’s Office for the Middle District of Florida (the “**DOJ**”), moved to stay this litigation to protect an ongoing criminal investigation. Doc. 149. The Court granted the DOJ’s motion on July 12, 2019 but exempted the Receiver’s activities

³ 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.*

from the stay. Doc. 179. The Court also required the DOJ to provide periodic status reports during the stay. *Id.*

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme – (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II*, Case No. 8:19-cr-334-T-35CPT (M.D. Fla.) (the “**Anile Criminal Action**” or “**ACA**”). A copy of Anile’s plea agreement was attached as Exhibit A to the Receiver’s Second Interim Report. Doc. 195. On November 18, 2020, Anile was sentenced to imprisonment of 120 months and supervised release of three years. ACA Doc. 56. He was also ordered to pay restitution of \$53,270,336.08. *Id.*

On December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire and mail fraud as well as engaging in an illegal monetary transaction. *See United States of America v. Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) (the “**DaCorta Criminal Action**” or “**DCA**”). A copy of the indictment was attached as Exhibit A to the Receiver’s Third Interim Report. According to the grand jury, as early as November 2011, DaCorta entered a conspiracy to defraud investors by making numerous fraudulent representations. *See DCA Doc. 1* ¶ 14b.-d.

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

associated with perpetuating the scheme; and (iv) purchase million-dollar residential properties, high-end vehicles, gold, silver, and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment.

Id. at ¶ 14k.

On February 17, 2021, the DOJ filed a superseding indictment against DaCorta, adding a third count for making a “false and fraudulent statement” on an income tax return. A copy of the superseding indictment is attached as **Exhibit D**. DaCorta’s jury trial is scheduled for the trial term commencing October 4, 2021 before Judge William F. Jung. DCA Doc. 38. A status conference is now scheduled for August 12, 2021. *Id.*

On January 19, 2021, the DOJ moved the Court to extend the stay in this enforcement action for an additional six months to protect its ongoing investigation. Doc. 353. The Court granted the motion and extended the stay until July 26, 2021. Doc. 354. The extension of the stay does not impact the Receiver, who is continuing to marshal assets, develop a claims process, and plan litigation, consistent with his Court-ordered mandate.

II. Overview of Preliminary Findings

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. Pursuant to that mandate, the Receiver is in the process of obtaining and reviewing records from Receivership Entities and third parties. The Receiver has formed some preliminary conclusions based on his review of a portion of the records received

and interviews with employees, lawyers, accountants, and others. While these conclusions are not final and might change as the Receiver's investigation progresses, the Receiver believes they should be shared with the Court, the investors, and other potentially interested parties.

There is abundant evidence that the defendants were operating a fraudulent investment scheme. The scheme began with the sale of preferred shares in OIG, which is registered in the Cayman Islands. The shares promised a 12% dividend that was to be derived from trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, S.A. – *i.e.*, the Oasis Pools. These companies were registered in New Zealand and Belize, respectively, and were purportedly introducing brokers that would trade currencies or currency-related contracts. The 12% return was to be derived from trading profits and transaction income earned by the brokers. The preferred shares were sold to investors through a private placement memorandum that contained significant false representations and omitted numerous material facts, including that DaCorta, the “Chief Investment Officer,” was prohibited from currency trading through a prior regulatory action in the United States. As the scheme grew, other companies – Oasis Management and Satellite Holdings – were used to gather investments and funnel them into the scheme. Preferred shareholders became purported “lenders” who were told they were lending money to certain defendants. Investors were regularly sent statements showing an account with a

principal amount and accrued and accruing earnings. All of this was false, as confirmed by defendant Anile's guilty plea.

As the scheme matured, the perpetrators created a website that investors could access to view their purported accounts. Investors' account pages showed that they were credited with a 1% "interest" payment each month and, on a daily basis, a portion of purported trading income earned by the scheme's trading entity.⁴ The scheme was successful and proliferated because of the continued deception of the investors with respect to their purported accounts. They were led to believe that they held valuable loan accounts that continually earned money when, in fact, the scheme appears to have been insolvent since its inception. As an example, when the CFTC stopped the scheme in April 2019, the fraudulent website showed investors that they were owed an aggregate of over \$120 million. In truth, OIG only had assets of approximately \$10 million and was losing money continually.

⁴ Specifically, many investors were told by those perpetrating the scheme that the investors would receive a portion of the "spread pay" that Oasis Global FX, S.A. earned from its purported role as a broker of forex transactions for OIG. The spread pay, however, was nothing more than a markup on all transactions and served to increase the losses in the OIG account. No spread pay (or any portion thereof) was ever distributed to an investor. Rather, it was a ruse used to deceive investors into believing that they were receiving enhanced returns when, in fact, fictitious amounts were being credited to their fraudulent accounts. In truth, Oasis Global FX, S.A. and its traders conducted continually and routinely unprofitable trades and lost almost all the investors' money. The fabrication of returns based on purported spread pay was an integral part of the system through which the perpetrators lured investors into the scheme.

The Receiver's preliminary analysis indicates that a total of approximately \$80 million was raised from investors.⁵ An analysis from the beginning of 2017 indicates that approximately \$20 million was deposited for trading, which resulted in substantial losses. The remainder of the money raised from investors was used to make Ponzi payments to other investors, to pay expenses to perpetuate the scheme, and to enrich the defendants. The actual amount of out-of-pocket losses to investors and the projected amount of claims is yet to be determined, but it will likely exceed \$45 million.

ACTIONS TAKEN BY THE RECEIVER

During this reporting period, the Receiver has taken steps to fulfill his mandates under the Consolidated Order and its predecessors. Doc. 177 ¶ 56.A.

III. Securing The Receivership Estate

Attached as **Exhibit A** to this Eighth Interim Report is a cash accounting report showing (1) the amount of money on hand from January 1, 2021, less operating expenses plus revenue, through March 31, 2021, and (2) the same information from the beginning of the Receivership (as opposed to the current reporting period). *See* Doc. 177 ¶ 56.B. & C. This cash accounting report does not reflect non-cash or cash-equivalent assets. Thus, the value of uncollected or unsold property discussed below is not included in the accounting report. From

⁵ To the extent these numbers differ from those alleged by the CFTC, the Receiver understands that the CFTC only considered transactions within the pertinent statute of limitations while the Receiver is reviewing all available transactions.

January 1, 2021 through March 31, 2021, the Receiver collected income of \$5,799,448.14.⁶

A. Cooperation with the Department of Justice, Federal Bureau of Investigation, and U.S. Marshals Service

As discussed more fully in the Receiver's First Interim Report (Doc. 113), on April 17, 2019, the DOJ, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against almost all the properties identified below in § III.C. *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.*, Case No. 8:19-cv-00908 (M.D. Fla.) (the "**Forfeiture Action**" or "**FA**") (FA Doc. 1 ¶ 1). In addition, the Federal Bureau of Investigation ("**FBI**") instituted administrative forfeiture proceedings against, at minimum, the vehicles described in § III.D.1 and the cash, gold, and silver described in § III.D.2. The Receiver, the DOJ, and the United States Marshals Service ("**USMS**") reached agreements governing the forfeiture and sale of this property as well as the transfer and remission of the sale proceeds. *See* Doc. 105, Ex. A (Consent Forfeiture Agreement); Ex. B (Memorandum of Understanding or "**MOU**"); Ex. C (Liquidation Plan). On June 7, 2019, the Receiver moved the Court to approve these agreements (Doc. 105), and the Court granted the Receiver's motion on June 13, 2019 (Doc. 112). According to the

⁶ As explained in footnote 1, to the extent possible, the Receiver has included in this Eighth Interim Report transactions and events occurring after March 31, 2021 to give the Court and others the most current overview of the Receiver's activities. Money collected after that date, however, is not reflected in Exhibit A. Those collections will be included in the Receiver's next interim report.

MOU, “[t]he Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and proper value of such property.” Doc. 105, Ex. B. The MOU also recognizes that “[a]ll sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders.” *Id.* After the Receiver sells a property subject to forfeiture, the Receiver will transfer the net proceeds to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. *Id.* The Receiver will subsequently file one or more petitions for remission with the DOJ, and the sale proceeds will be returned for distribution to defrauded investors through a claims process supervised by this Court. *See infra* § VI.

The Forfeiture Action and the FBI’s administrative forfeiture proceedings are complete, and pursuant to the MOU, the Receiver has begun listing and marketing the relevant properties for sale, arranging auctions, and seeking potential purchasers through appropriate and cost-effective means.

On October 9, 2020, the Receiver transferred \$3,295,119.94 to the USMS pursuant to the MOU, which is reflected in Exhibit A (from inception) at Line 12. These funds will be remitted to the Receiver in connection with the claims process and his distribution plan. The transfer and remission are intended to comply with certain forfeiture regulations and will not affect the total amount of money available for distribution to claimants. It is anticipated that approximately

\$2,000,000 recovered by British authorities will also be remitted to the Receiver for distribution after collection by the Department of Justice.

B. Freezing Bank Accounts and Liquid Assets

As explained in the First Interim Report, the Receiver identified and/or froze approximately \$11 million at various financial institutions in the United States, the United Kingdom, and Belize. The Receiver opened a money market account for the Receivership at ServisFirst Bank (the “**Receivership Account**”).⁷ The Receiver has now deposited more than \$8.6 million of the frozen funds into this account.⁸ The remaining amount is almost entirely comprised of the money held in Belize and the United Kingdom, as discussed below. The Receiver will attempt to obtain as much of that money as possible and to identify any other accounts containing assets belonging to the Receivership Estate. A list of bank or other financial accounts organized by defendant, relief defendant, and/or affiliated entity is attached as **Exhibit B**.

1. The ATC Account in the United Kingdom

On April 18, 2019, the Receiver served London-based ATC Brokers LTD (“**ATC**”) with a copy of the SRO and requested that ATC freeze all accounts associated with the defendants and relief defendants. In cooperation with domestic law enforcement and the United Kingdom’s National Crime Agency,

⁷ The Receiver also opened a checking/operating account for making disbursements.

⁸ Carolyn DaCorta – defendant DaCorta’s wife – paid \$32,100 for a membership in the Long Boat Key Club one week before the Receiver was appointed. The Receiver obtained a \$30,000 refund without the need for litigation, which is included in the above calculation.

ATC identified and froze one account in the name of Oasis Global FX, S.A., which contained \$2,005,368.28. The repatriation of that money has been complicated by jurisdictional issues, including international treaties and other agreements. The DOJ has assumed responsibility for repatriating the money for the ultimate benefit of the Receivership Estate. The agency has obtained a final order of forfeiture in the Anile Criminal Action regarding the funds and is continuing to take additional steps necessary for repatriation. *See* ACA Doc. 43. According to the order, “[c]lear title to the FOREX Account [as defined in the order] is now vested in the United States of America.” *Id.* The Receiver will cooperate with the United States, through the DOJ, to facilitate repatriation and remission of the funds for the ultimate benefit of the Receivership Estate. At present, the Receiver believes the money is secure and will not be dissipated pending the resolution of these issues.

The Receiver understands that certain individuals have been representing to investors that there is more than \$100,000,000 dollars in unrecovered funds in the United Kingdom. Those representations are based on, at best, a misunderstanding of the fraudulent documents created to perpetuate the scheme, or at worst, complete fabrications. Neither (1) the DOJ and the FBI; (2) the CFTC and its forensic accountants; (3) the Receiver and his forensic accountants; nor (4) the United Kingdom’s National Crime Agency have identified any such funds or accounts. Nevertheless, the Receiver believes ATC’s role in the scheme is much deeper and more significant than previously indicated, and the Receiver is

taking steps to obtain discovery from and pursue litigation against ATC, as further explained below in Section V.3.b.

2. Financial Assets in Belize

Shortly after his appointment, the Receiver learned that Oasis 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. The Receiver’s local counsel has identified two deposits at Choice Bank – one for \$31,000 and one for \$32,000. Counsel has contacted the liquidator regarding the Receiver’s claim to those funds, and the liquidator has acknowledged receipt of the claim. The liquidator anticipates paying 52% of all claims but has not yet established a date for payment. If the liquidator pays the Receiver’s claims at the anticipated percentage, the Receivership Estate would recover approximately \$32,760. Local counsel is continuing to work with the liquidator to resolve this matter.

The Receiver also learned that Oasis Global FX, S.A. has an account at Heritage Bank Limited (“**Heritage Bank**”) in Belize containing \$500,000. The money served as a bond that allowed Oasis Global FX, S.A. to operate as a broker-dealer in Belize. On May 7, 2019, the Belize International Financial Services Commission suspended the entity’s trading licenses. On October 22, 2019, the Receiver and defendant Anile executed corporate documents to take legal control of Oasis Global FX, S.A. (in addition to the powers conferred by the Consolidated Order). The Receiver’s local counsel is working with the Director

General of the Belize International Financial Services Commission to issue a letter to Heritage Bank, which would allow the funds to be released and repatriated. Local counsel has also prepared the documents necessary to dissolve (or at least unregister) Oasis Global FX, S.A., which the Receiver has been advised is required to recover the funds.

C. Securing Real Property

The Receivership Estate contains (or previously contained) numerous parcels of real property, including single-family homes, condominiums, and a waterfront office building.⁹ In the Consolidated Order and its predecessors, the Court directed the Receiver to “[t]ake all steps necessary to secure the business and other premises under the control of the Receivership Defendants” (Doc. 7 at 15-16) and to “take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures” (Doc. 44 ¶ 19; Doc. 177 ¶ 19). The Receiver’s actions in fulfillment of his mandate are explained in the following subsections. *See* Doc. 177 ¶ 56.D.

1. 444 Gulf of Mexico Drive, Longboat Key, Florida

OIG used the two-story property located at 444 Gulf of Mexico Drive #3 in Longboat Key, Florida as an office (the “**Office**”). On November 8, 2019, the

⁹ In addition to the properties discussed below, relief defendant 444 Gulf of Mexico Drive, LLC holds an \$80,000 mortgage on the property located at 1605 55th Avenue West, Bradenton, Florida 34207. The mortgage matures on December 1, 2021 and pays the Receivership Estate \$200 per month.

Receiver entered into an agreement to sell the Office for \$2,100,000. The Receiver moved the Court to approve the sale, and the Court granted the Receiver's motion. *See* Docs. 201, 206, 208, 209. The transaction closed on January 3, 2020 and resulted in a net recovery of \$1,994,155.06. For more information, please see the Receiver's prior interim reports.

2. 13318 Lost Key Place, Lakewood Ranch, Florida

Defendant DaCorta used the two-story property located at 13318 Lost Key Place in Lakewood Ranch, Florida as his residence ("**Lost Key**"). On October 16, 2020, the Receiver entered into an agreement to sell the property for \$1,100,00. The Receiver moved the Court to approve the sale, and the Court granted the Receiver's motion. *See* Docs. 330, 332, 334, 335. The transaction closed on December 8, 2020 and resulted in a net recovery of \$1,038,704.75, which is now reflected in Exhibit A. For more information, please see the Receiver's prior interim reports.

3. 6922 Lacantera Circle, Lakewood Ranch, Florida

The two-story property located at 6922 Lacantera Circle in Lakewood Ranch, Florida ("**Lacantera**") was owned by relief defendant 6922 Lacantera Circle, LLC. On January 7, 2020, the Receiver entered into an agreement to sell Lacantera for \$2,050,000. The Receiver moved the Court to approve the sale, and the Court granted that motion. *See* Docs. 222, 226, 232, 233. The Receiver closed the sale, and the net proceeds of \$372,823.83 are now within the Receivership Estate. The net proceeds differ substantially from the gross

proceeds because the property was encumbered by a large mortgage. For more information, please see the Receiver's prior interim reports.

4. **4064 Founders Club Drive, Sarasota, Florida**

Defendant Anile used the two-story property located at 4064 Founders Club Drive in Sarasota, Florida ("**Founders Club**") as his residence.¹⁰ It was owned by relief defendant 4064 Founders Club Drive, LLC. Defendant Anile was a principal of that entity until the Receiver's appointment. The property contains approximately 7,230 square feet, including five bedrooms, numerous bathrooms, a wine cellar, game room, theater room, and a pool.¹¹ Founders Club appears to have been purchased on October 20, 2017 for approximately \$1,775,000. Steven and Natalee Herrig hold a \$1,065,000 mortgage on the property with a balloon payment due on October 20, 2021. The 2020 tax assessed value of Founders Club is \$1,365,100. The DOJ obtained a final judgment of forfeiture with respect to this property on August 30, 2019. *See* FA Doc. 65. On March 22, 2021, the Receiver entered into an agreement to sell Founders Club for \$1,875,000. The Receiver moved the Court to approve the sale, and the Court granted that motion.

¹⁰ Similarly, 4058 Founders Club Drive in Sarasota, Florida is a vacant lot (the "**Founders Club Lot**") owned by 4058 Founders Club Drive, LLC. Defendant Anile was a principal of that entity, although it is not a relief defendant. The Founders Club Lot appears to have been purchased on March 26, 2018 for approximately \$190,000. There is no mortgage. The 2020 tax assessed value of the Founders Club Lot is \$119,300. The DOJ obtained a final judgment of forfeiture with respect to this property on August 20, 2019. *See* FA Doc. 63. On January 29, 2021, the Receiver entered into an agreement to sell the Founders Club Lot for \$195,000. The Receiver moved the Court to approve the sale, and the Court granted that motion. *See* Docs. 363, 365. The transaction closed on or about February 19, 2021 and resulted in a net recovery of \$186,252.37, which is now reflected in Exhibit A.

¹¹ *See* www.oasisreceivership.com/assets-for-sale/4064-founders-club-drive/.

See Docs. 387, 389. The transaction is scheduled to close shortly after this filing, and if the sale proceeds as anticipated, the net proceeds will be included in Exhibit A to the Receiver's next interim report.

5. 7312 Desert Ridge Glen in Lakewood Ranch, Florida

Defendant Francisco Duran used the two-story property located at 7312 Desert Ridge Glen in Lakewood Ranch, Florida as his residence ("**Desert Ridge**"). On November 29, 2020, the Receiver entered into an agreement to sell Desert Ridge for \$846,000. The Receiver moved the Court to approve the sale, and the Court granted that motion. *See Docs. 340, 343.* The Receiver closed the sale on or about January 7, 2021, and the net proceeds of \$774,740.08 are now reflected in Exhibit A. For more information, please see the Receiver's prior interim reports.

6. The Vardon Terrace Condos

Shortly after his appointment, the Receiver learned that DaCorta and/or Oasis Management had an interest in four condominiums in Lakewood Ranch, Florida (the "**Vardon Terrace Condos**"): (1) 16804 Vardon Terrace #307 formerly owned by Vincent Raia; (2) 16804 Vardon Terrace #108 owned by 16804 Vardon Terrace #108, LLC; (3) 16904 Vardon Terrace #106 owned by 16904 Vardon Terrace #106, LLC; and (4) 17006 Vardon Terrace #105 owned by 17006 Vardon Terrace #105, LLC.

On July 18, 2018, defendant DaCorta (through 16804 Vardon Terrace 307, LLC) transferred Condo #307 to Vincent Raia, who managed certain properties

for the defendants and relief defendants prior to the Receiver's appointment. Oasis Management held a \$215,000 balloon mortgage on the property. Mr. Raia's monthly, interest-only mortgage payment to Oasis Management was \$537.50. The Receiver was collecting the payments and adding them to the Receivership Account, but he obtained a deed in lieu of foreclosure from Mr. Raia. This arrangement avoided unnecessary litigation with Mr. Raia regarding the length and validity of his mortgage. The Receiver recorded the deed and took ownership of the property. On November 30, 2020, the Receiver entered into an agreement to sell Condo #307 for \$198,000. The Receiver moved the Court to approve the sale, and the Court granted that motion. *See Docs. 341, 344.* The transaction closed on or about February 5, 2021, and the net proceeds of \$187,542.50 are now reflected in Exhibit A.

Oasis Management is the authorized representative of the limited liability company that owned Condo #108, which was purchased for approximately \$190,000. On February 12, 2020, the Receiver entered into an agreement to sell Condo #108 for \$212,000. The Receiver moved the Court to approve the sale, and the Court granted that motion. *See Docs. 239, 250.* The Receiver closed the sale and recovered net proceeds of \$204,312.38. For more information, please see the Receiver's prior interim reports.

Defendant DaCorta was the authorized representative of the limited liability company that owned Condo #106, which was purchased for \$185,000. On June 29, 2020, the Receiver entered into an agreement to sell Condo #106 for

\$184,000. On July 24, 2020, the Receiver moved the Court to approve the sale (Doc. 291), and the Court granted that motion (Doc. 303). The Receiver closed the sale and recovered net proceeds of \$177,104.89. For more information, please see the Receiver's prior interim reports.

Oasis Management was the authorized representative of the limited liability company that owned Condo #105, which was purchased for \$190,999. On December 28, 2020, the Receiver entered into an agreement to sell Condo #105 for \$198,000. On January 22, 2021, the Receiver moved the Court to approve the sale (Docs. 359, 360), and the Court granted that motion (Docs. 361, 362). The transaction closed on or about February 18, 2021, and the net proceeds of \$187,813.91 are now reflected in Exhibit A.

7. 6300 Midnight Pass Rd., No. 1002, Sarasota, Florida

The condominium located at 6300 Midnight Pass Road, No. 1002 in Sarasota, Florida ("**Midnight Pass**") was owned by 6300 Midnight Pass Road, No. 1002, LLC. On December 14, 2020, the Receiver entered into an agreement to sell Midnight Pass for \$913,000. On January 4, 2021, the Receiver moved the Court to approve the sale (Doc. 345), and the Court granted that motion (Doc. 356). The transaction closed on or about February 3, 2021, and the net proceeds of \$863,654.69 are now reflected in Exhibit A.

8. Defendant Montie's Real Property

Defendant Montie owns real estate in Hauppauge, New York, valued between \$485,000 (as is) and \$635,000 (repaired), based on a recent

“Comparative Market Analysis” obtained by Montie from an appraiser. The property is subject to a mortgage. Montie has expressed a desire to sell the property and has identified a buyer willing to pay \$505,000. The Receiver commissioned a certified independent appraisal and confirmed that the proposed sale price reflects market value. Montie conferred with the CFTC and the Receiver, and the parties agreed to the sale. On December 22, 2020, the Court granted Montie’s unopposed motion to permit the sale. Doc. 342. The transaction closed on April 23, 2021, but certain conditions still require satisfaction. The proceeds of the sale, currently estimated to be approximately \$269,349.46, will be held in escrow pending the resolution of the CFTC’s and/or the Receiver’s claims.

Montie also owns property in Jackson, New Hampshire, which he values at \$1,412,800, based on “local property assessor figures.” As of June 15, 2019, the property carried a mortgage of \$845,747. Finally, Montie owns property in Lake Ariel, Pennsylvania, which he values at \$926,700, based on “local property assessor figures.” As of August 1, 2019, the property carried a mortgage of \$658,254. As such, Montie’s properties carried positive net equity of approximately \$1,211,602 in 2019, according to his sworn financial affidavit. “Montie is responsible for making mortgage, property tax, and insurance payments and for the general upkeep of these residences.” Doc. 177 ¶ 20. The Receiver reserves the right to pursue these properties and any other disclosed (or undisclosed) assets when the circumstances warrant.

9. Defendant Haas's Real Property

Defendant Haas owns a property in New York, which he estimates to be worth approximately \$448,622. As of June 24, 2019, it had a mortgage in the amount of \$127,397.15. As such, Haas's property carried positive net equity of approximately \$321,231 in 2019, according to his sworn financial affidavit. "Haas is responsible for making mortgage, property tax, and insurance payments and for the general upkeep of this residence." Doc. 177 ¶ 21. The Receiver reserves the right to pursue this property and any other disclosed (or undisclosed) assets when the circumstances warrant.

D. Securing Personal Property

1. Vehicles

On April 18, 2019, FBI agents executed search warrants and seized, among other things, luxury automobiles purchased by certain defendants and relief defendants. The FBI then instituted administrative forfeiture proceedings against the vehicles. On October 11, 2019, the Receiver filed a motion seeking the Court's approval of his plan to auction the vehicles pursuant to the MOU. Doc. 192. The Court granted the motion on October 29, 2019. Doc 194. Orlando Auto Auction sold the vehicles that were not underwater, which resulted in a recovery of approximately \$307,714. The Receiver obtained the sale proceeds in January 2020. The Receiver has now sold all forfeited vehicles and collected all related funds. For more information, please see the Receiver's prior reports.

2. Cash and Precious Metals

Law enforcement agents also seized cash, gold, and silver from certain defendants or their residences. On November 4, 2019, the Receiver moved the Court to approve a procedure for the sale of the metals, and the Court granted the motion on November 7, 2019. *See* Docs. 197, 200. After obtaining several bids from companies that deal in precious metals, the Receiver sold the gold and silver to International Diamond Center for \$657,382.25. *See* Doc. 205. The Receiver has now sold all forfeited metals and collected all related funds.¹² For more information, please see the Receiver's prior interim reports.

3. Other Personal Property

When the Receiver and his representatives visited certain defendants' residences on April 18, 2019, they observed and photographed potentially valuable items, including art, antiques, collectibles, sports memorabilia, and jewelry. The defendants have been instructed that all such personal property is subject to the asset freeze, and they are not to sell, transfer, or otherwise dispose of anything without the Receiver's authorization. To date, the Receiver has identified and/or seized the property listed in **Exhibit C**.¹³ He has sold most items as set forth in the exhibit. The Receiver is working with the defendants and

¹² This does not include certain assets in the possession of defendants Haas and Montie, as disclosed in their financial affidavits.

¹³ Importantly, the values identified in Exhibit C were and are only estimates. Actual recoveries have been and will be subject to market conditions and other factors.

their counsel to identify additional property that rightfully belongs to the Receivership Estate.

E. Securing the Receivership Entities' Books and Records

As explained in prior interim reports, the Receiver and his professionals have taken substantial steps to secure the Receivership Entities' books and records, including computer systems, emails, and other documents. The Receiver has also obtained documents from numerous nonparties under the Consolidated Order or through subpoenas. During this reporting period, the Receiver has obtained documents directly from investors in connection with his demand letters, clawback litigation, and/or the claims process. The Receiver continues to encourage investors who dispute the Receiver's calculations of gains or losses related to the scheme to provide documents substantiating the dispute. This will ultimately conserve resources and avoid unnecessary litigation.

F. Operating or Related Businesses

In prior interim reports, the Receiver has provided information about three businesses: (1) relief defendant Roar of the Lion; (2) Mirror Innovations, LLC; and (3) Diamond Boa LLC d/b/a Kevin Johnson Reptiles. While some issues still require resolution, the Receiver does not believe any of these businesses have material value to the Receivership Estate.

IV. Retention of Professionals

The Consolidated Order authorizes the Receiver "[t]o engage and employ persons in his discretion to assist him in carrying out his duties and

responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisors, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers.” Doc. 177 at ¶ 8.F.

On May 30, 2019, the Receiver moved the Court to approve his engagement of the following legal, accounting, and other professionals: (1) Wiand Guerra King P.A. n/k/a Guerra King P.A. (“**WGK**” or “**GK**”), a law firm; (2) KapilaMukamal, LLP (“**KM**”), a forensic accounting firm; (3) PDR CPAs (“**PDR**”), a tax accounting firm; (4) RWJ Group, LLC (“**RWJ**”), an asset management and investigations firm; and (5) E-Hounds, Inc. (“**E-Hounds**”), a technology and computer forensics firm. *See* Doc. 87. On June 6, 2019, the Court granted the Receiver’s motion for approval to retain these professionals. Doc. 98. The Receiver has also retained special counsel to assist with the repatriation of foreign assets: Glenn D. Godfrey & Company LLP in Belize (Doc. 138) and Maples Group in the Cayman Islands (Doc. 187).

On March 5, 2020, the Receiver filed a motion seeking to retain Sallah Astarita & Cox, LLC (the “**Sallah Firm**”) on a contingency fee basis to investigate and pursue claims against FAI. Doc. 238. Similarly, on March 20, 2020, the Receiver moved the Court to approve his retention of Sergio C. Godinho as a litigation consultant to assist the Receiver’s and the Sallah Firm’s investigation and prosecution of those claims. Doc. 253. FAI opposed both motions, and after related briefing, on April 7, 2020, the Court granted the

Receiver's motions, thereby approving his engagement of the Sallah Firm and Mr. Godinho. Doc. 261. As explained in Section V.1.a. below, the Receiver has since resolved his claims against FAI.

On March 24, 2020, the Receiver moved the Court to approve the engagement of John Waechter and Englander Fischer to assist the Receiver and his primary counsel with clawback litigation. Doc. 285. The Court granted the Receiver's motion on April 13, 2020. Doc. 264. As explained in Section V.2.b. below, the Receiver is pursuing clawback litigation against numerous defendants.

On March 31, 2021, the Receiver filed a second motion seeking to retain the Sallah Firm on a contingency fee basis to investigate and pursue claims against ATC Brokers Ltd. and its affiliates and principals. Doc. 385. On April 23, 2021, the Court granted the Receiver's motion, thereby approving his second engagement of the Sallah Firm. Doc. 390.

V. Pending and Contemplated Litigation

The Consolidated Order requires this Eighth Interim Report to contain "a description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in (i) reducing the claims to judgment and (ii) collecting such judgments.)." Doc. 177 ¶ 56.E. The following subsections address both asserted and unasserted claims held by the Receivership Estate and certain related litigation.

1. Completed and Related Litigation

a. Fundadministration, Inc.

As explained above in Section IV, the Court authorized the Receiver to retain the Sallah Firm to investigate and pursue claims against FAI on a contingency fee basis. The Receiver and FAI mediated their dispute on October 13, 2020 and subsequently reached an agreement regarding the Receiver's claims. On February 8, 2021, the Receiver moved the Court to approve the parties' agreement (Doc. 368), and on February 25, 2021, the Court granted the Receiver's motion (Doc. 376). On or about March 1, 2021, FAI transferred net settlement proceeds of \$3,555,000.00 to the Receiver. FAI also reached an agreement with the CFTC, which provided for its dismissal as a relief defendant from the agency's enforcement action. *See* Docs. 364, 366. As such, FAI is no longer a party to any litigation involving the Receiver or the CFTC.

b. The Government's Civil Forfeiture Action

The Forfeiture Action is essentially complete because judgments of forfeiture have been entered against all defendant properties. *See* FA Docs. 60, 63, 65, 67. The Receiver has been selling those properties pursuant to the MOU. The Receiver understands that the FBI's administrative forfeiture proceeding against certain personal property is also complete. If the sale of Founders Club closes as anticipated, the Receiver will have sold all forfeited real and personal property subject to the MOU.

c. The Anile Criminal Action

As noted above, defendant Anile pled guilty to several felony charges regarding the scheme, and the court in the Anile Criminal Action accepted his guilty plea on October 15, 2019. ACA Docs. 19, 27. He was sentenced to imprisonment of 120 months (*i.e.*, 10 years) and supervised release of three years. He was also ordered to pay restitution of \$53,270,336.08. The DOJ is still pursuing forfeiture and repatriation of approximately \$2 million from the United Kingdom (*see supra* § III.B.1.), but the Receiver believes the Anile Criminal Action is otherwise complete.

2. Pending and Related Litigation

The Receiver is not aware of any litigation against Receivership Entities that was pending at his appointment, and the Consolidated Order enjoins the filing of any litigation against Receivership Entities without leave of Court.

a. The DaCorta Criminal Action

As also noted above, defendant DaCorta has been indicted in a separate but related action. DCA Doc. 1 & Ex. A. A copy of the indictment was attached as Exhibit A to the Receiver's Third Interim Report. He is awaiting trial in 2021.

b. The Receiver's General Clawback Litigation

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.

Pursuant to that mandate, the Receiver worked with forensic accountants to perform a cash-in/cash-out analysis of the Receivership Entities. This allowed the Receiver to identify any investor who received more money from a Receivership Entity than he or she contributed to the Receivership Entity. In Ponzi schemes, such amounts are generally referred to as “false profits” because the money transferred to the pertinent investor was not derived from legitimate activities but from other defrauded investors. Receivers in the Eleventh Circuit (and nationwide) have a clear right to recover false profits through fraudulent transfer or “clawback” litigation. *See, e.g., Wiand v. Lee, et al.*, 753 F.3d 1194 (11th Cir. 2014).¹⁴

¹⁴ *See also* Doc. 237 § II; *Wiand v. Lee*, 2012 WL 6923664, at *17 (M.D. Fla. Dec. 13, 2012), *adopted* 2013 WL 247361 (M.D. Fla. Jan. 23, 2013) (“[A]s the Receiver indicates, it is well-settled that a receiver is entitled to recover from winning investors profits above the initial outlay, also known as ‘false profits,’ and an investor in a scheme does not provide reasonably equivalent value for any amounts received from [the] scheme that exceed the investor’s principal investment.”); *Perkins v. Haines*, 661 F.3d 623, 627 (11th Cir. 2011) (“Any transfers over and above the amount of the principal—i.e., for fictitious profits—are not made for ‘value’ because they exceed the scope of the investors’ fraud claim and may be subject to recovery....”).

On February 28, 2020, the Receiver filed a motion seeking approval of certain pre-suit settlement procedures regarding his fraudulent transfer and unjust enrichment claims against investors who received false profits. Doc. 237. The Court granted that motion on March 16, 2020. Doc. 247. The Receiver then mailed approximately 175 demand letters to potential defendants, offering to waive the Receiver's entitlement to prejudgment interest and to settle the Receiver's claims for 90% of the investor's false profits. Those letters also offered potential defendants the opportunity to dispute the Receiver's calculations. The pre-suit resolution procedures were fruitful in several important ways:

- First and most importantly, the procedures resulted in settlements collectively worth \$246,497.09.
- Second, many investors and/or their counsel took the afforded opportunity to contest the Receiver's calculations by providing documents showing that they did not, in fact, receive false profits or, for example, that the investor was entitled to an equitable setoff because one account received false profits but a related account suffered even greater losses. This conserved resources by avoiding unnecessary litigation.
- Third, in more complicated situations, the Receiver and investors and/or their counsel entered into tolling agreements to afford additional time to exchange documents, reconcile accounts, and engage in negotiations. This process is ongoing.

Given the foregoing, the Receiver believes the pre-suit settlement procedures were productive and successful, but unfortunately, many investors did not take advantage of the afforded opportunity. In preparation for that likely event, on March 24, 2020, the Receiver moved the Court for authority to file clawback litigation. Doc. 258. The Court granted the Receiver's motion on April

13, 2010. Doc. 264. Pursuant to the Consolidated Order and the Court’s express authorization, on April 14, 2020, the Receiver filed a clawback complaint against almost 100 non-settling investors, seeking to recover approximately \$4.4 million plus costs and prejudgment interest. A copy of the complaint can be found on [the Receiver’s website](#) (the “**Clawback Action**”).¹⁵

Since filing the Clawback Action, the Receiver has reached settlements with many defendants:

- On July 13, 2020, the Receiver moved the Court to approve 10 settlements with 15 defendants in the total amount of \$99,414.39. *See* Doc. 280. The Court granted the Receiver’s motion on July 14, 2020. Doc. 281.
- On August 28, 2020, the Receiver moved the Court to approve 5 settlements with 8 defendants in the total amount of \$109,148.48. *See* Doc. 312. The Court granted the Receiver’s motion on August 31, 2020. Doc. 314.
- On January 14, 2021, the Receiver moved the Court to approve 5 settlements with 6 defendants or potential defendants in the total amount of \$175,631.62. *See* Doc. 350. The Court granted the Receiver’s motion on January 21, 2021. Doc. 357.
- On March 9, 2021, the Receiver moved the Court to approve 2 settlements with 3 defendants or potential defendants in the total amount of \$33,266.33. *See* Doc. 379. The Court granted the Receiver’s motion on March 31, 2021. Doc. 383.

¹⁵ The Receiver did not include individuals who received smaller amounts of false profits in the Clawback Action, but importantly, he has not abandoned his claims against those individuals. He will pursue them in a cost-efficient manner and will explore alternative methods of recovery. As such, the Receiver continues to encourage people who received demand letters but were not named in the Clawback Action to reach resolutions with the Receiver.

Other defendants have defaulted, and certain *pro se* defendants are attempting to litigate the Receiver's claims. The chart below summarizes general categories of profiteers and/or defendants and associated figures:

STATUS	DEFENDANTS	AMOUNTS
Pre-Suit Settlements	10	\$246,497.09
Post-Suit Settlements	30	\$783,176.46
Other Settlements (Tolled Non-Parties)	3	\$139,806.23
Default Judgments	48	\$2,333,587.45
Pending	4	\$282,105.75
Voluntary Dismissal, Bankruptcy, or Other	12	\$777,721.08

Given the extensive opportunities afforded by the Receiver to settle claims, resolve documents discrepancies, or enter into tolling agreements, the Receiver will likely continue to seek the maximum recovery from non-settling defendants.

c. The Receiver's Litigation Against Montie

The Receiver sued Raymond P. Montie, III for (like others) the recovery of fraudulent transfers and unjust enrichment but also for breaching his fiduciary duties to Oasis International Group, Ltd. and related entities and for aiding and abetting the criminal breaches of fiduciary duties owed to those entities by Anile and DaCorta (the "**Montie Litigation**"). The Receiver seeks to recover fraudulent transfers in the amount of \$1.7 million that Montie received from the scheme and more than \$50 million in damages based on his tortious conduct. On June 16, 2020, Montie filed a motion to dismiss the Receiver's complaint (ML

Doc. 9), and on June 30, 2020, the Receiver filed a notice of his intent to amend the complaint, as a matter of right under the Federal Rules of Civil Procedure (ML Doc. 12). On July 2, 2020, Montie filed a motion seeking to strike the Receiver's notice and to dismiss the Receiver's case with prejudice. ML Doc. 13. During an in-person hearing on July 13, 2020, the judge presiding over the Montie Litigation denied the motion to strike. ML Doc. 22. The judge also denied Montie's motion to dismiss as moot. ML Doc. 23.

On July 7, 2020, the Receiver filed an amended complaint, a copy of which is available on the Receiver's website. On July 27, 2020, Montie filed a second motion to dismiss. ML Doc. 24. On November 2, 2020, the Court denied Montie's second motion to dismiss. ML Doc. 45. The parties are currently engaged in discovery. Mediation is scheduled for April 30, 2021, and trial is scheduled for January 2022. Importantly, neither the CFTC nor the DOJ can assert the claims the Receiver alleged in the Montie Litigation, and given Montie's ongoing income from a multi-level-marketing company called Ambit Energy and ownership of several properties, the Receiver believes Montie has the resources to satisfy substantial adverse judgments.

3. Contemplated Litigation

In addition to clawback claims, the Receiver might also assert tort claims against brokers, accountants, sales agents, lawyers, and others who aided and abetted the scheme or otherwise knew or should have known of fraudulent

activity. The Receiver is reviewing information to determine if any individuals or entities discussed below have liability in connection with the scheme.

a. Contemplated Litigation Against Insiders

The Receiver is considering litigation against certain OIG insiders, including principles, sales agents, employees, “traders,” and others. On the one hand, the Receiver can assert legal and equitable claims that are independent of and distinct from any claims the government can assert, either through the CFTC, the DOJ, or otherwise. On the other hand, the Receiver seeks to avoid duplicating efforts made (or to be made) by the government to conserve resources and avoid unnecessary litigation. For example, the Receiver likely will not pursue independent litigation against defendant Anile because the DOJ has already obtained a multi-million-dollar criminal forfeiture judgment against him. The Receiver and the government have seized “his” assets, including the house in which he was living (Founders Club), the cars he and his wife were driving, and other personal property. Most of these assets have already been sold. Although defendant DaCorta has not pled guilty and is awaiting trial, the Receiver believes claims against him require similar treatment to avoid unnecessary expenditures.

The Receiver has entered into tolling agreements with defendants Haas and Duran (although this case is stayed, and the Consolidated Order contains a tolling provision, the Receiver also obtained tolling agreements in an abundance of caution to preserve his claims). This will afford the parties additional time to resolve criminal, civil, and other matters and to reach agreements, establish

liability, and recover assets with minimal need for litigation or at least litigation funded by the Receivership Estate.

b. ATC Brokers Ltd. And Affiliates And Principals

The Receiver is also seeking documents from and considering claims against ATC Brokers Ltd. and its affiliates and principals, which received approximately \$20 million from the scheme. ATC is a firm that facilitates, among other things, foreign exchange or “forex” trading from offices in California and the United Kingdom. To avoid incurring unnecessary fees and costs, the Receiver has already sought and obtained documents that ATC provided to the CFTC and separately to the DOJ pursuant to certain international treaties. Those productions, however, are inadequate for the Receiver’s purposes. As such, the Receiver served a subpoena for documents on ATC’s affiliate in the United States and attempted to take the deposition of David Manoukian, one of ATC’s principals as well as a witness and California resident who was deeply involved with the scheme. Instead of cooperating with the Receiver, Manoukian and ATC retained counsel, drafted a motion for a protective order to be filed in California, and threatened to sanction the Receiver’s counsel for attempting to pursue discovery in the United States. It became clear that the Receiver would have to litigate with ATC either in this Court, California, the United Kingdom, or some combination thereof.

On July 10, 2020, the Receiver filed a motion for an order to show cause why Manoukian and ATC should not be held in contempt of Court for failing to

comply with the Consolidated Order by providing documents to the Receiver. Doc. 278. The Court referred the matter to the presiding Magistrate Judge, who recommended that the Receiver's motion be denied. *See* Doc. 289. The Court adopted the Magistrate Judge's report and recommendation over the Receiver's objection. Doc. 316.

In his Seventh Interim Report, the Receiver stated that he anticipated instituting litigation against ATC. As explained above in Section IV, the Receiver subsequently moved the Court to approve his engagement of the Sallah Firm to pursue potential claims against ATC on a contingency fee basis. The Court granted that motion, and the Sallah Firm is now investigating and preparing to assert those claims.

On April 28, 2021, the CFTC also filed a motion seeking "an order granting limited relief from the stay of this litigation such that the CFTC may issue Federal Rule of Civil Procedure 45 subpoenas to the ATC Entities, as well as to any other non-party entities and individuals the CFTC believes likely to possess relevant information related to claims and possible defenses involving the ATC Entities." Doc. 391 at 3. "The Receiver's ATC Motion revealed the existence of significantly more relevant documents than the ATC Entities produced to the CFTC, highlighting the need for the requested third-party discovery." *Id.* As of the date of this filing, the CFTC's motion is pending.

c. Spotex, LLC

Spotex, LLC (“**Spotex**”) created the software that DaCorta allegedly used to conduct trading. It maintained backdoor accounts for OIG through www.spotex.com. The Receiver served a subpoena on Spotex, and the company has produced certain documents. The Receiver is working with counsel for Spotex to obtain additional documents. Counsel has advised the Receiver that Spotex never takes possession of investor money and does not have any money belonging to OIG or its investors.

VI. Claims Process

As explained more fully in prior interim reports, the Receiver – with this Court’s approval – has established a claims process through which he intends to distribute the proceeds of the Receivership Estate to creditors, including defrauded investors. The Claim Bar Date (as defined in Doc. 230 – *i.e.*, the deadline for submitting claims to the Receiver) was June 15, 2020. As of that date (with minimal exceptions), investors and other creditors submitted approximately 785 proof of claim forms totaling approximately \$70 million. Anyone who did not submit a proof of claim form by that date is forever barred from participating in a distribution from the Receivership Estate.

The Receiver is currently in the process of analyzing the claim forms and formulating his determinations. After the Receiver completes his analysis, he will present his determinations to the Court and ask the Court to approve them on an interim basis. He will then serve notice of his determinations on the claimants,

who will have an opportunity to object to the Receiver's determinations through specific procedures approved by the Court and consistent with due process requirements. In the Receiver's experience, most objections can be resolved or settled using such procedures, but if any objections cannot be resolved, they will be presented to the Court for determination. Through this process, the Receiver intends to establish groups or classes of creditors with approved claims that are entitled to receive distributions from the Receivership Estate.

Once the claims process has been completed or substantially completed, the Receiver will evaluate the amount of cash available for distribution and move the Court to approve a first interim distribution to claimants with approved claims. If material claim objections are pending at the time the Receiver determines a distribution is appropriate, he might move the Court to establish reserves for the disputed claims, so they do not impair the Receiver's ability to make a distribution to claimants with undisputed claims. The Receiver anticipates making multiple distributions as assets become available, subject to cost/benefit concerns.

VII. The Next Ninety Days

The Consolidated Order requires this Eighth Interim Report (and all subsequent reports) to contain "[t]he Receiver's recommendations for a continuation or discontinuation of the [R]eceivership and the reasons for the recommendations." Doc. 177 ¶ 56.G. At this stage, the Receiver recommends continuation of the Receivership because he still has (1) more than \$2 million to

repatriate from the United Kingdom (through the DOJ) and more than \$500,000 from Belize; (2) additional real estate to liquidate; (3) additional personal property to liquidate; (4) litigation to bring and/or prosecute, including clawback claims; and (5) a claims process to complete for the distribution of funds.

During the next 90 days, the Receiver will continue to collect and analyze documents from nonparties and other sources. The Receiver is also reviewing information to determine if any other third parties have liability either to the Receivership Estate or investors. The Receiver will continue to attempt to locate funds and other assets and will likely institute additional proceedings to recover assets on behalf of the Receivership Entities. In an effort to more fully understand the conduct at issue and in an attempt to locate more assets, the Receiver will continue to conduct interviews and/or depositions of parties and third parties who might have knowledge of the fraudulent scheme.

CONCLUSION

Investors and other creditors of the Receivership Entities are encouraged to periodically check the Receiver's website (www.oasisreceivership.com) for current information concerning this Receivership. The Receiver and his counsel have received an enormous amount of emails and telephone inquiries and have had to expend significant resources to address them. While the Receiver and his staff are available to respond to any inquiries, to minimize those expenses, investors and other creditors are strongly encouraged to consult the Receiver's website before contacting the Receiver or his counsel. Should the website not

answer your question, please reach out to us. The Receiver continues to encourage individuals or attorneys representing investors who have information that might be helpful in securing further assets for the Receivership Estate or identifying other potential parties who might have liability to either the Receivership Estate or investors to email (jrizzo@guerraking.com) or call Jeffrey Rizzo at 813-347-5100. The Receiver can be contacted directly by email (Burt@BurtonWWiandPA.com) or by phone at 727-460-4679.

Dated this 30th day of April 2021.

Respectfully submitted,

s/ Burton W. Wiand

Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 30, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/ Jared J. Perez

Jared J. Perez, FBN 0085192

jperez@guerraking.com

Lawrence J. Dougherty, FBN 0068637

ldougherty@guerraking.com

GUERRA KING P.A.

5505 West Gray Street

Tampa, FL 33609

T: (813) 347-5100

F: (813) 347-5198

Attorneys for Receiver, Burton W. Wiand

EXHIBIT A

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership

Civil Court Docket No. 8:19-cv-00886-VMC-SPF

Reporting Period 01/01/2021 to 03/31/2021

		Details	Subtotal	Grand Total	Notes
Line 1	Beginning Balance (As of 01/01/2021)			\$ 8,912,078.04	
Increases in Fund Balance					
Line 2	Business Income	\$ 4,179.00			Rental/Mortgage Income
Line 3	Cash and Securities				
Line 4	Interest/Dividend Income	\$ 7,200.03			Interest Income
Line 5	Asset Liquidation	\$ 2,200,003.55			Sale of Real Estate
Line 6	Third-Party Litigation Income	\$ 3,588,065.56			Settlements
Line 7	Other Miscellaneous				
Total Funds Available - Totals Line 1 - 7			\$ 5,799,448.14	\$ 14,711,526.18	
Decreases in Fund Balance					
Line 9	Disbursements to Investors				
Line 10	Disbursements for Receivership Operations				
10a	Disbursements to Receiver/Other Professionals				
10b	Third-Party Litigation Expenses	22,700.00			Expert & Mediation Fees
10c	Asset Expenses	\$ 5,509.23			Condo Fees, Insurance (Net)
10d	Tax Payments				
Total Disbursements for Receivership Ops.			\$ 28,209.23		
Line 11	Disbursements Related to Distribution Expenses				
Line 12	Disbursement to Court/Other				
Line 13	Other	2,453.66			Cayman Registration Fee
Total Funds Disbursed - Total Lines 9 - 13			\$ 2,453.66	\$ 30,662.89	
Line 14	Ending Balance (as of 03/31/2021)			\$ 14,680,863.29	

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership

Civil Court Docket No. 8:19-cv-00886-VMC-SPF

From Inception to 03/31/2021

	Details	Subtotal	Grand Total	Notes
Line 1 Beginning Balance			-	
Increases in Fund Balance				
Line 2 Business Income	\$ 51,138.13			Rental/Mortgage Income
Line 3 Cash and Securities	\$ 8,661,433.46			Cash from Frozen Accts.
Line 4 Interest/Dividend Income	\$ 154,330.31			Interest Income
Line 5 Asset Liquidation	\$ 7,006,986.54			Sale of Real Estate/Misc.
Line 6 Third-Party Litigation Income	4,225,323.67			Settlements
Line 7 Other Miscellaneous	\$ 820.00			Cash from J. Anile House
Total Funds Available - Totals Line 1 - 7		\$ 20,100,032.11	\$ 20,100,032.11	
Decreases in Fund Balance				
Line 9 Disbursements to Investors	-			
Line 10 Disbursements for Receivership Operations				
10a Disbursements to Receiver/Other Professionals	\$ 1,655,461.75			
10b Third-Party Litigation Expenses	22,700.00			
10c Asset Expenses	\$ 333,316.11			Condo Fees, Insurance, Repairs, Maint. & Utilities
10d Tax Payments	\$ 109,117.36			County Sales & Property Tax
Total Disbursements for Receivership Ops.		\$ 2,120,595.22		
Line 11 Disbursements Related to Distribution Expenses				
Line 12 Disbursement to Court/Other	3,296,119.94			US Marshals Service
Line 13 Other	2,453.66			Cayman Registration Fee
Total Funds Disbursed - Total Lines 9 - 13		\$ 3,298,573.60	\$ 5,419,168.82	
Line 14 Ending Balance (as of 03/31/2021)			\$ 14,680,863.29	

Line		
15	Number of Claims	785
15a	No. of Claims Received This Reporting Period	1
15b	No. of Claims Received Since Inception of Estate	785
Line		
16	Number of Claimants/Investors	TBD (pending analysis for duplicative claims, etc.)
16a	No. of Claimants/Investors Paid This Reporting period	0
16b	No. of Claimants/Investors Paid Since Inception of Estate	0

Receiver:

By: 

Signature

Burton W. Wiand, Receiver

Printed Name

Date: 4/30/2021

EXHIBIT B

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
13318 Lost Key Place, LLC	*2850	Michael Dacorta	Wells Fargo	Simple Business Checking	Liquidated	\$0.00	\$490.97
4064 Founders Club Drive, LLC	*3975	Joseph S. Anile II; MaryAnne E. Anile	Wells Fargo	Business Choice Checking	Liquidated	\$0.00	\$10,383.26
4064 Founders Club Drive, LLC	*1807	Joseph S. Anile II; MaryAnne E. Anile	Wells Fargo	Business Platinum Savings	Closed	\$0.00	\$0.00
444 Gulf of Mexico Drive, LLC	*3967	Michael Dacorta; Joseph S. Anile II	Wells Fargo	Simple Business Checking	Liquidated	\$0.00	\$15,600.10
4Oaks, LLC	*2572	Joseph S. Anile II; MaryAnne E. Anile	Wells Fargo	Business Choice Checking	Liquidated	\$0.00	\$30,910.45
6922 Lacantera Circle, LLC	*2805	Michael Dacorta	Wells Fargo	Simple Business Checking	Liquidated	\$0.00	\$37,929.49
Bowling Green Capital Management	*7485	Joseph S. Anile II; MaryAnne E. Anile	Capital One	Small Business Rewards Checking	Liquidated	\$0.00	\$6,173.59
Francisco Duran	*9152	Francisco Duran	JPMorgan Chase	Total Checking	Liquidated	\$0.00	\$309.24
Francisco Duran	*0568	Francisco Duran; Lauren K Duran	JPMorgan Chase	Checking	Liquidated	\$0.00	\$1,097.04
Francisco Duran	*1192	Francisco Duran	JPMorgan Chase	Total Checking	Liquidated	\$0.00	\$4,174.69
Francisco Duran	*8083	Francisco Duran	M&I/BMO Harris	Checking	Closed	\$0.00	\$0.00
Francisco Duran	*9788	Francisco Duran	M&I/BMO Harris	Checking	Closed	\$0.00	\$0.00
Francisco Duran or Rebecca C. Duran	*2550	Francisco Duran; Rebecca C. Duran	SunTrust	Checking	Closed	\$0.00	\$0.00
John J. Haas	*0245	John J. Haas	TD Bank	Checking	Liquidated	\$0.00	\$31,065.79
John J. Haas	*7502	John J. Haas	Jovia (f/k/a Nassau Educators Federal Credit Union)	Go Green Checking	Income Account	TBD	N/A
John J. Haas	*5029	John J. Haas	Jovia (f/k/a Nassau Educators Federal Credit Union)	Go Green Checking	TBD	\$6,894.77	TBD
John J. Haas	TBD	John J. Haas	Equity Trust	IRA	TBD	\$174.66	\$0.00
John J. Haas; Lillian Haas	*2105	John J. Haas	TD Bank	Checking	Liquidated	\$0.00	\$4,362.80
John J. Haas; Lillian Haas	*9201	John J. Haas	TD Bank	Savings	Liquidated	\$0.00	\$1,001.23
John J. Haas, Inc.	*2488	John J. Haas	TD Bank	TD Business Convenience Plus	Liquidated	\$0.00	\$517.83

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
John J. Haas	TBD	John J. Haas	Knights of Columbus Insurance	Cash Surrender Value	Frozen	\$33,068.63	\$0.00
John J. Haas	TBD	John J. Haas	Knights of Columbus Insurance	Cash Surrender Value	Frozen	\$7,260.33	\$0.00
Joseph S. Anile II	*7857	Joseph S. Anile II	Regions	Savings	Disputed	\$5,000.75	\$0.00
Joseph S. Anile II	*8241	Joseph S. Anile II	Regions	Lifegreen Checking	Liquidated	\$0.00	\$3,123.20
Lagoon Investments, Inc.	*1522	Michael Dacorta; Joseph S. Anile II.	Regions	Business Checking	Liquidated	\$0.00	\$17,889.07
Mainstream Fund Services, Inc.	*1174	Denise DePaola; Michael Nolan	Citibank	Savings	Unfrozen by Agreement	\$0.00	\$0.00
Mainstream Fund Services, Inc.	*5606	Denise DePaola; Michael Nolan	Citibank	Checking	Unfrozen by Agreement	\$0.00	\$0.00
Mainstream Fund Services, Inc.	*0764	Denise DePaola; Michael Nolan	Citibank	Checking	Liquidated	\$0.00	\$6,012,397.78
Michael DaCorta	*1424	Michael Dacorta	Wells Fargo	Everyday Checking	Liquidated	\$0.00	\$751.54
Michael DaCorta	*0387	Michael Dacorta	AXA	Annuity Policy	Terminated 7/15/16	\$0.00	\$0.00
Michael DaCorta	TBD	Michael Dacorta	PNC	TBD	TBD	\$0.00	\$0.00
Michael DaCorta; Carolyn DaCorta	*0386	Michael Dacorta	People's United	TBD	TBD	\$0.00	\$0.00
Oasis Management, LLC	*9302	Michael Dacorta	Wells Fargo	Business Package Checking	Liquidated	\$0.00	\$2,149,654.18
Oasis Management, LLC	*3887	Michael Dacorta	Wells Fargo	Market Rate Savings	Liquidated	\$0.00	\$605.33
Oasis Capital Management S.A.	*6058	TBD	British Caribbean Bank International	TBD	Closed	\$0.00	\$0.00
Oasis Capital Management S.A.	*1200	TBD	Belize Bank International, Ltd.	TBD	Closed	\$0.00	\$0.00
Oasis Global (Nevis) Ltd.	*9631	TBD	Bank of America	Busines Checking	Closed	\$0.00	\$0.00
Oasis Global FX Limited	*4622	Joseph S. Anile II	Choice Bank (Belize)	TBD/Liquidator Appointed	See Report	\$63,000.00	\$0.00
Oasis Global FX, S.A.	*0055	Joseph S. Anile II	Barclays Bank/ATC	Closed "Trading" Account	Frozen in UK	\$2,005,368.28	\$0.00
Oasis Global FX, S.A.	*5663	Joseph S. Anile II	Choice Bank (Belize)	TBD	Closed	\$0.00	\$0.00
Oasis Global FX, S.A.	*6059	Joseph S. Anile II	Heritage Bank	Deposit for Broker Activity	See Report	\$500,000	\$0.00
Raymond P. Montie	*1510	Raymond P. Montie	AXA	401k Plan	Open	\$147,946.87	\$0.00
Raymond P. Montie	*8414	Raymond P. Montie	Federal Savings Bank; First SeaCoast Bank	Checking	New Income Account	\$44,431.92	N/A
Raymond P. Montie	*1574	Raymond P. Montie	Fidelity Investments	IRA Account	Open	\$6,163.41	\$0.00

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
Raymond P. Montie	*4500	Raymond P. Montie	Fidelity Investments	Investment Account	Underwater	-\$24.82	\$0.00
Raymond P. Montie	*2805	Raymond P. Montie	TD Bank	Premier Checking	Liquidated	\$0.00	\$138,508.73
Raymond P. Montie	*3802	Raymond P. Montie	TD Bank	Savings	Frozen	\$0.00	\$0.00
Raymond P. Montie	*2148	Raymond P. Montie	TD Bank	TD Beyond Checking; Old Income Account; Closed by TD Bank	Closed	\$0.00	N/A
Raymond P. Montie; Danielle TerraNova	*3934	Raymond P. Montie	TD Bank	Relationship Checking	Closed	\$0.00	\$0.00
RPM 7 LLC	*6068	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	\$0.00	\$2,395.63
RPM 7 LLC	*1952	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	\$0.00	\$7,834.46
RPM 7 LLC	*6076	Raymond P. Montie	TD Bank	TBD	Closed	\$0.00	\$0.00
RPM 7 LLC	*6430	Raymond P. Montie	TD Bank	TBD	Closed	\$0.00	\$0.00
RPM 7 LLC	*6638	Raymond P. Montie	TD Bank	TBD	Closed	\$0.00	\$0.00
Diamond BOA LLC	*0306	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	\$0.00	\$8,130.54
Goose Pond Consulting	*9658	Raymond P. Montie; Danielle TerraNova	NBT Bank	Free Business Checking	TBD	\$766.76	\$0.00
Roar of the Lion Fitness, LLC	*1396	Michael Dacorta; Andrew Dacorta	Wells Fargo	Business Choice Checking	Liquidated	\$0.00	\$17,704.97
Satellite Holdings Company	*8808	John Haas	Wells Fargo	Market Rate Savings	Liquidated	\$0.00	\$500.42
Satellite Holdings Company	*5347	John Haas	Wells Fargo	General Operating Checking	Liquidated	\$0.00	\$127,921.13

EXHIBIT C

Property	Units	Estimated Value or Purchase Price	Lien	Status or Disposition	Actual Value or Sale Price
Defendant Anile/4064 Founders Club Drive					
2015 Mercedes Benz SLK 350	1	\$28,050.00	\$0.00	Forfeited; Sold; Returned; Resold	\$23,000.00
2016 Mercedes Benz GLE 400	1	\$37,000.00	\$0.00	Forfeited; Sold	\$31,027.50
100 Ounce Silver Bars	100	\$150,900.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
One Ounce Gold Coins	200	\$255,320.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
U.S. Currency	N/A	\$62,750.00	\$0.00	Forfeited; In USMS/FBI Custody	\$62,750.00
Quietsource 48KW Generator	1	\$28,017.00	\$0.00	Sold by Receiver	\$12,500.00
Pool Table	1	TBD	\$0.00	Receiver Seeking Return from Anile	TBD
Piano	1	\$1,000.00	\$0.00	Sold by Receiver	\$1,000.00
Jewelry	Misc.	\$60,749.00	\$0.00	Receiver Seeking Return from Anile	TBD
Bedroom Set	1	\$1,000.00	\$0.00	Sold by Receiver	\$1,000.00
Grandfather Clock	1	TBD	\$0.00	Receiver Seeking Return from Anile	TBD
Misc. Household Items and Furniture	59	\$6,000.00	\$0.00	Auctioned (Gross Sale Price)	\$17,875.00
Defendant DaCorta/13318 Lost Key Place/6922 Lacantera Circle					
2017 Maserati Ghibli S Q4	1	\$60,800.00	\$43,528.88	Forfeited; Abandoned After Further Investigation	\$0.00
2018 Land Rover Range Rover Velar	1	\$57,825.00	\$0.00	Forfeited; Sold	\$48,462.00
2015 Land Rover Range Rover Evoque	1	\$25,100.00	\$26,129.29	Abandoned Due to Lack of Value Given Lien	\$0.00
100 Ounce Silver Bars	64	\$96,576.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
\$1.00 Silver One Ounce Coins	1,500	\$22,635.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Credit Suisse One Ounce Gold Ingots	3	\$3,829.80	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
APMEX.com One Ounce Silver Coins	5	\$75.45	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$50 Gold One Ounce Coins	7	\$8,629.80	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$50 Gold One Ounce Coins	40	\$48,000.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$1.00 Silver One Ounce Coins	120	\$2,400.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
"Bitcoin" One Ounce Gold-Plated Coin	1	\$1.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
U.S. Currency	N/A	\$160,000.00	\$0.00	Forfeited; In USMS/FBI Custody	\$160,000.00
Handgun	1	\$517.00	\$0.00	Receiver Seeking Return from DaCorta	TBD
Coffee Table	1	\$200.00	\$0.00	Sold by Receiver	\$200.00
Televisions	2	\$200.00	\$0.00	Sold by Receiver	\$200.00
Safe	1	\$200.00	\$0.00	Sold by Receiver	\$200.00
Outdoor Speakers	2	\$150.00	\$0.00	Sold by Receiver	\$150.00
Pool Table Chairs	2	\$300.00	\$0.00	Sold by Receiver	\$300.00
Sauna	1	TBD	\$0.00	For Sale by Receiver	TBD

Quietsource 48KW Generator	1	\$24,969.81	\$0.00 Not Delivered; Refund Pending	TBD
Misc. Household Items and Furniture	50	\$2,000.00	\$0.00 Auctioned (Gross Sale Price)	\$1,465.00

Defendant Duran/7312 Desert Ridge Glen

2018 Porsche 911 C4 Targa	1	\$113,375.00	\$90,898.75 Forfeited; Sold	\$104,902.50
2018 Mercedes Benz Convertible SL 450R	1	\$65,825.00	\$83,611.29 Abandoned Due to Lack of Value Given Lien	\$0.00
2019 Land Rover Range Rover Sport	1	\$0.00	\$0.00 Leased; Not Seized Due to Lack of Value	\$0.00
Swiss Watch	1	\$10,900.00	\$0.00 Receiver Seeking Return from Duran	TBD
Golf Cart	1	\$5,500.00	\$0.00 Sold by Receiver	\$4,750.00
Televisions	2	\$200.00	\$0.00 Sold by Receiver	\$200.00
Misc. Household Items and Furniture	28	\$1,000.00	\$0.00 Auctioned (Gross Sale Price)	\$2,160.00

Defendant Montie

1996 Mercedes Benz 450SL	1	\$2,167.00	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
2016 Toyota 4Runner	1	\$22,885.00	\$12,180.85 Disclosed in 8/30/19 Financial Affidavit	TBD
2009 South Bay Pontoon Boat	1	\$11,590.00	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
Furniture Located in PA House	Misc.	TBD	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
Furniture Located in NH House	Misc.	TBD	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
Furniture Located in NY House	Misc.	TBD	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
Standard Oil Company, Inc. Stock	60,606	TBD	\$0.00 Disclosed in 8/30/19 Financial Affidavit; Purchased for \$100,000 in 2015	TBD
Ounces of Silver	990	\$17,087.00	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD
Firearms	19	\$8,290.00	\$0.00 Disclosed in 8/30/19 Financial Affidavit	TBD

Defendant Haas

2012 Mercedes Benz GLK 350 (black)	1	\$3,500.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
2012 Mercedes Benz GLK 350 (silver)	1	\$10,068.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
1966 Ford LTD (gold)	1	\$2,500.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
1966 Ford LTD (green)	1	\$500.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
1959 GMC 100 Truck	1	\$6,000.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
2014 Ford Escape	1	\$12,000.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
2013 Horton Trailer	1	\$1,000.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
Household Furniture	Misc.	TBD	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD
Auto Parts	Misc.	\$1,000.00	\$0.00 Disclosed in 6/24/19 Financial Affidavit	TBD

Relief Defendant 4Oaks, LLC (Anile)

2015 Ferrari California T	1	\$174,300.00	\$0.00 Forfeited; Sold	\$100,470.00
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Relief Defendant Roar of the Lion Fitness, LLC

Nutritional Supplement Capsules	11,247	TBD	\$0.00 For Sale By Receiver	TBD
Promotional Yoga Mats and Hats	357	TBD	\$0.00 For Sale By Receiver	TBD
Nutritional Protein Powder	1805	TBD	\$0.00 For Sale By Receiver	TBD
Nutritional "Pre-Workout" Powder	876	TBD	\$0.00 For Sale By Receiver	TBD
Nutritional Creatine Powder	861	TBD	\$0.00 For Sale By Receiver	TBD

EXHIBIT D

FILED

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

2021 FEB 17 PM 3:40

CLERK, US DISTRICT COURT
MIDDLE DISTRICT FLORIDA
TAMPA, FLORIDA

UNITED STATES OF AMERICA

v.

MICHAEL J. DACORTA

CASE NO. 8:19-cr-605-T-02CPT
18 U.S.C. § 1349
18 U.S.C. § 1957
26 U.S.C. § 7206(1)

SUPERSEDING INDICTMENT

The Grand Jury charges:

COUNT ONE

(Conspiracy to Commit Wire Fraud and Mail Fraud—18 U.S.C. § 1349)

Introduction

At all times material to this Superseding Indictment:

1. MICHAEL J. DACORTA, a resident of Sarasota, in the Middle District of Florida, who had been permanently banned from registering with the Commodity Futures Trading Commission and was prohibited from soliciting U.S. residents to trade in foreign currency and from trading foreign currency for U.S. residents in any capacity, was a co-founder, director, chief executive officer, and chief investment officer of OASIS INTERNATIONAL GROUP, LTD. DACORTA created entities, opened accounts, promoted the business, solicited funds from victim-investors, directed all trading decisions and the execution of trades and, among other conduct, interacted with victim-investors in order to perpetuate the scheme and for other purposes. DACORTA also created and/or controlled, among

other entities, OASIS MANAGEMENT, LLC; 13318 LOST KEY PLACE, LLC; 6922 LACANTERA CIRCLE, LLC; 6300 MIDNIGHT PASS ROAD NO. 1002, LLC; 16804 VARDON TERRACE #108, LLC; FULL SPECTRUM WELLNESS, LLC; and ROAR OF THE LION FITNESS, LLC.

2. OASIS INTERNATIONAL GROUP, LTD. (“OIG”), a Cayman Islands limited corporation, served as the parent company for other entities including, but not limited to, OASIS MANAGEMENT, LLC, OASIS GLOBAL FX, LTD., OASIS GLOBAL (BELIZE), S.A., and 444 GULF OF MEXICO DRIVE, LLC, utilized to carry out the scheme. DACORTA and his coconspirators held OIG out to victim-investors as the entity used to conduct foreign exchange market (“FOREX”) trading. OIG was not registered with the Commodity Futures Trading Commission in any capacity.

3. OASIS MANAGEMENT, LLC was a Wyoming limited liability company created and controlled by DACORTA, who used the entity to open a bank account and to receive victim-investors’ funds for his personal enrichment.

4. 13318 LOST KEY PLACE, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to purchase, make improvements to, and maintain DACORTA’s personal residence, located at 13318 Lost Key Place, Sarasota, Florida.

5. 6922 LACANTERA CIRCLE, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to purchase,

make improvements to, and maintain DACORTA's future personal residence, located at 6922 LaCantera Circle, Sarasota, Florida.

6. 6300 MIDNIGHT PASS ROAD NO. 1002, LLC was a Florida limited liability company created by DACORTA and used to purchase DACORTA's beach condominium, located at 6300 Midnight Pass Road No. 1002, Sarasota, Florida.

7. 16804 VARDON TERRACE #108, LLC was a Florida limited liability company created by DACORTA and used to purchase a condominium, located at 16804 Vardon Terrace #108, Sarasota, Florida, for his son.

8. FULL SPECTRUM WELLNESS, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to pay business expenses and make payments to his sons.

9. ROAR OF THE LION FITNESS, LLC was a Florida limited liability company created by DACORTA and used to open a bank account and to fund a business operated by his sons.

10. COMMODITY FUTURES TRADING COMMISSION ("CFTC") was an independent federal regulatory agency charged by Congress with the administration and enforcement of the Commodity Exchange Act, 7 U.S.C. § 1 et seq., and regulations promulgated thereunder.

11. The foreign exchange market ("FOREX") was the market for buying and selling different currencies. It was primarily an over-the-counter market with trades between large commercial banks accounting for most foreign currency

transactions. Other participants in the foreign exchange market included brokers, who matched buyers and sellers in the market.

12. A “Ponzi” scheme was a fraudulent investment program in which funds paid in by later investors are used to pay out non-existent, phantom “profits” to earlier investors, thus creating the illusion that the fraudulent investment program is a successful, profit-generating enterprise which, in turn, attracts new investment funds that are used to sustain the fraudulent program.

The Conspiracy

13. Beginning on an unknown date, but at least as early as in or about November 2011, and continuing thereafter, through and including at least on or about April 18, 2019, in the Middle District of Florida, and elsewhere, the defendant,

MICHAEL J. DACORTA,

did knowingly combine, conspire, confederate, and agree with others, both known and unknown to the Grand Jury, to commit certain offenses against the United States, specifically:

a. To devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent pretenses, representations, and promises, utilizing transmissions by means of wire and radio communication in interstate and foreign commerce of any writings, signs, signals, and sounds, in violation of 18 U.S.C. § 1343; and

b. To devise and intend to devise a scheme and artifice to defraud and for obtaining money and property by means of materially false and fraudulent

pretenses, representations, and promises, utilizing the United States mail and private and commercial interstate carriers, in violation of 18 U.S.C. § 1341.

Manner and Means of the Conspiracy

14. The manner and means by which the defendant and his coconspirators sought to accomplish the objects and purpose of the conspiracy included, among others, the following:

a. It was a part of the conspiracy that conspirators would and did create both domestic and offshore entities and open bank accounts in the names of said entities to facilitate the scheme.

b. It was a further part of the conspiracy that conspirators would and did make false and fraudulent representations to victim-investors and potential investors in promoting one of the conspirators as an experienced FOREX trader with a record of success in order to persuade them to transmit their investment funds to OASIS MANAGEMENT, LLC to be traded in the FOREX market.

c. It was a further part of the conspiracy that conspirators would and did make material omissions and conceal from victim-investors and potential investors that one of the conspirators had been permanently banned from registering with the CFTC and was prohibited from soliciting U.S. residents to trade in FOREX and from trading FOREX for U.S. residents in any capacity.

d. It was a further part of the conspiracy that conspirators would and did make false and fraudulent representations to victim-investors and potential investors, including, but not limited to, that: (i) conspirators did not charge any fees

or commissions; (ii) investors were guaranteed a minimum 12 percent per year return on their investments; (iii) conspirators had never had a month when they had lost money on FOREX trades; (iv) interest and principal payments made to investors were funded by profitable FOREX trading; (v) conspirators owned other assets sufficient to repay investors' principal investments; and (vi) an investment with conspirators was safe and without risk.

e. It was a further part of the conspiracy that conspirators would and did encourage and cause victim-investors to transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to OASIS MANAGEMENT, LLC to be traded in the FOREX market.

f. It was a further part of the conspiracy that conspirators would and did use funds transmitted by victim-investors for FOREX trading to: (i) make Ponzi-style payments to victim-investors; (ii) pay expenses associated with perpetuating the scheme; and (iii) fund their lifestyles and otherwise for their personal enrichment.

g. It was a further part of the conspiracy that conspirators would and did secure broker-dealer licenses from offshore regulatory entities to create the appearance that they could generate even greater earnings by facilitating FOREX trading.

h. It was a further part of the conspiracy that conspirators would and did solicit victim-investors to make "loans" to OIG, evidenced by promissory

notes, purportedly to enable OIG to facilitate a larger volume of FOREX trades and thereby generate greater earnings.

i. It was a further part of the conspiracy that conspirators would and did develop and administer a “back office” operation - that is, a secure website that falsely and fraudulently depicted victim-investors’ account balances and earnings - in order to convince victim-investors that their principal balances were safe and their investments were performing.

j. It was a further part of the conspiracy that conspirators would and did encourage and cause victim-investors to: (i) transmit funds, via interstate wire transmissions and the United States mail and private and commercial interstate carriers, to OASIS MANAGEMENT, LLC and/or to OIG via a third-party fund administrator purportedly to serve as collateral for FOREX trading activity; and (ii) access a “back office” website and monitor supposed activity in their accounts, including daily earnings, principal balances, and referral fees.

k. It was a further part of the conspiracy that conspirators would and did use funds “loaned” by victim-investors to: (i) conduct trades, via an offshore broker, in the FOREX market, which trades resulted in catastrophic losses; (ii) make Ponzi-style payments to victim-investors; (iii) pay expenses associated with perpetuating the scheme; and (iv) purchase million-dollar residential properties, high-end vehicles, gold, silver, and other liquid assets, to fund a lavish lifestyle for conspirators, their family members and friends, and otherwise for their personal enrichment.

1. It was a further part of the conspiracy that conspirators would and did conceal the FOREX trading losses from victim-investors, including by omitting any mention of said losses from the “back office” website, in an effort to perpetuate the scheme.

m. It was a further part of the conspiracy that conspirators would and did misrepresent, hide, and conceal, and cause to be misrepresented, hidden, and concealed, the purpose of acts performed in furtherance of the conspiracy.

All in violation of 18 U.S.C. § 1349.

COUNT TWO
(Illegal Monetary Transaction—18 U.S.C. § 1957)

On or about February 19, 2019, in the Middle District of Florida, the defendant,

MICHAEL J. DACORTA,

did knowingly engage and attempt to engage in a monetary transaction, affecting interstate and foreign commerce, in criminally derived property of a value greater than \$10,000, such property having been derived from specified unlawful activity, that is, wire fraud, in violation of 18 U.S.C. § 1343, and mail fraud, in violation of 18 U.S.C. § 1341, in that defendant caused \$653,293.67 to be sent via an electronic wire from the Citibank account ending in 0764 in the name of Mainstream Fund Services to the Synovus Bank account ending in 3473 in the name of Berlin Patten Ebling, LLC in Sarasota, Florida, in connection with his purchase of the personal residence located at 13318 Lost Key Place, Sarasota, Florida.

In violation of 18 U.S.C. § 1957.

COUNT THREE
(False and Fraudulent Statement on Income Tax Return)

On or about October 8, 2018, in the Middle District of Florida, and elsewhere,
the defendant,

MICHAEL J. DACORTA,

did willfully make and subscribe, and cause to be made and subscribed, a 2017 U.S. Individual Income Tax Return, IRS Form 1040, which was verified by a written declaration that it was made under the penalties of perjury, and which he did not believe to be true and correct as to every material matter, in that the return reported an amount of total income at line 22, which the defendant then and there knew and believed understated his total income.

In violation of 26 U.S.C. § 7206(1), and 18 U.S.C. § 2.

FORFEITURES

1. The allegations contained in Counts One and Two of this Superseding Indictment are incorporated by reference for the purpose of alleging forfeitures pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), and 28 U.S.C. § 2461(c).

2. Upon conviction of a violation of 18 U.S.C. §§ 1341 and/or 1343 or a conspiracy to violate 18 U.S.C. §§ 1341 and/or 1343 (18 U.S.C. § 1349), the defendant,

MICHAEL J. DACORTA,

shall forfeit to the United States, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense.

3. Upon conviction of a violation of 18 U.S.C. § 1957, the defendant,

MICHAEL J. DACORTA,

shall forfeit to the United States of America, pursuant to 18 U.S.C. § 982(a)(1), any property, real or personal, involved in such offense and any property traceable to such property.

4. The property to be forfeited includes, but is not limited to an order of forfeiture in the amount of approximately \$7,128,410.65, which represents proceeds the defendant personally obtained from the offenses.

5. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;


the United States of America shall be entitled to forfeiture of substitute property under the provisions of 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982(b)(1) and 28 U.S.C. § 2461(c).

A TRUE BILL,



Foreperson


MARIA CHAPA LOPEZ
United States Attorney

By: 


Rachelle DesVaux Bedke
Assistant United States Attorney
Deputy Chief, Economic Crimes Section

By: 

Francis D. Murray
Assistant United States Attorney

By: 

David W.A. Chee
Assistant United States Attorney

By: 

for Jay G. Trezevant
Assistant United States Attorney
Chief, Economic Crimes Section

February 21

No.

UNITED STATES DISTRICT COURT
Middle District of Florida
Tampa Division

THE UNITED STATES OF AMERICA

vs.

MICHAEL J. DACORTA

SUPERSEDING INDICTMENT

Violations: 18 U.S.C. § 1349
18 U.S.C. § 1957
26 U.S.C. § 7206(1)

A true bill,



Foreperson

Filed in open court this 18th day of February, 2021.

Clerk

Bail \$ _____
