

**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 NINTH INTERIM REPORT

Information and Activity from April 1, 2021 through June 30, 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 Ninth 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 Ninth 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 Ninth Interim Report, the Receiver and his professionals engaged in the following significant activities:

- Closed the sale of 4064 Founders Club Drive in Sarasota, Florida and recovered **\$581,712.41** (net);
- Completed the sale of all real estate for a combined, net recovery of **\$6,568,816.87** after the satisfaction of mortgages and other liens and the payment of commissions and closing costs;
- Coordinated with counsel for defendant Raymond P. Montie, III to sell a New York house for an additional **\$278,274.46** and an automobile

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 June 30, 2021 (the end of the reporting period) and the date of this filing.

for **\$10,500.00** (both net amounts but escrowed pending resolution of claims against Montie);

- Collected **\$8,570.83** in interest income on seized funds;
- Obtained Court approval of three clawback settlements with five defendants in the total amount of **\$482,449.96**;
- Substantially completed a clawback action against **almost 100 defendants** who received “false profits” or other fraudulent transfers from the Ponzi scheme underlying this action (*see infra* § V.2.b.);
- 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 duties (*see infra* § V.2.c.);
- Filed suit against ATC Brokers Ltd., David Manoukian, and Spotex, LLC, seeking compensatory and punitive damages and alleging claims for aiding and abetting fraud, aiding and abetting breaches of fiduciary duties, recovery of fraudulent transfers against ATC, gross negligence, and simple negligence (*see infra* § V.2.d. & Ex. D);
- Substantially completed analyzing approximately **791 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 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 have 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 **\$52,129.13** in business income, primarily from mortgages and rentals;
- Liquidated an additional approximately **\$7,877,523.41** (net) in assets, mostly subject to agreements with the Department of Justice and the United States Marshals Service;
- Collected **\$162,901.14** in interest and/or dividend income;
- Collected total litigation income of **\$4,229,720.93** 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 Ninth 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 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,

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

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 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.

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.*

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 into 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 to the

Receiver's Eighth Interim Report as Exhibit D. DaCorta's jury trial is scheduled for the trial term commencing February 2022 before Judge William F. Jung. DCA Doc. 71.

On July 26, 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. 417. The Court granted the motion and extended the stay until January 24, 2022. Doc. 418. 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.

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. Through the claims process

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.

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.

discussed below in Section VI, investors and other creditors have submitted hundreds of claims totaling approximately \$70 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 Ninth 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 April 1, 2021 through June 30, 2021, the Receiver collected income of \$884,495.96 (including escrowed funds).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

⁶ As explained in footnote 1, to the extent possible, the Receiver has included in this Ninth Interim Report transactions and events occurring after June 30, 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.

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 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 the Receiver has sold all material assets. On October 9, 2020, the Receiver transferred \$3,295,119.94 to the USMS pursuant to the MOU. On May 25, 2021, the Receiver transferred an additional \$2,341,505.18 to the USMS pursuant to the MOU. These amounts are listed on Line 12 of Exhibit A. The 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

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

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, 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

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.

United States, through the DOJ, to facilitate repatriation and remission of the funds for the benefit of the Receivership Estate. 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 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 pursuing litigation against that company and its affiliates, 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 has provided the

Receiver with the forms and other information required to obtain the claim amounts, and the Receiver is working with local counsel and 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 has advised that recovery of the funds could require the appointment of a liquidator for Oasis Global FX, S.A. The Receiver is continuing to work with local counsel to resolve this matter.

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

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.

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).

1. All Receivership Real Estate Has Been Sold

As of this Ninth Interim Report, the Receiver has sold all real property in the Receivership Estate. The transactions are explained in prior interim reports and summarized in the following chart. The “Net Recovery” column represents the amounts transferred to the Receivership Estate at closing after satisfying any claims against the properties and paying closing costs and commissions.

PROPERTY	SALE PRICE	NET RECOVERY
444 Gulf of Mexico Drive Longboat Key, Florida	\$2,100,000	\$1,994,155.06
13318 Lost Key Place Lakewood Ranch, Florida	\$1,100,000	\$1,038,704.75
6922 Lacantera Circle Lakewood Ranch, Florida	\$2,050,000	\$372,823.83
4064 Founders Club Drive Sarasota, Florida	\$1,875,000	\$581,712.41
4058 Founders Club Drive Sarasota, Florida	\$195,000	\$186,252.37
7312 Desert Ridge Glen Lakewood Ranch, Florida	\$846,000	\$774,740.08
16804 Vardon Terrace #307 Lakewood Ranch, Florida	\$198,000	\$187,542.50
16804 Vardon Terrace #108 Lakewood Ranch, Florida	\$212,000.	\$204,312.38

16904 Vardon Terrace #106 Lakewood Ranch, Florida	\$184,000	\$177,104.89
17006 Vardon Terrace #105 Lakewood Ranch, Florida	\$198,000	\$187,813.91
6300 Midnight Pass Rd., No. 1002, Sarasota, Florida	\$913,000	\$863,654.69

2. Defendant Montie's Real Property

Defendant Montie owned real estate in Hauppauge, New York. He expressed a desire to sell the property and identified a potential purchaser. The Receiver commissioned an independent appraisal and confirmed that the proposed sale price of \$505,000 reflected 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. After satisfaction of a mortgage and payment of closing costs, the net proceeds of the sale were \$278,274.46. Those funds are being held in escrow pending the resolution of the CFTC's and/or the Receiver's claims against Montie.

Montie also owns property in Jackson, New Hampshire, which he valued 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 valued 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 currently unsold properties carried positive net

equity of approximately \$835,499 in 2019. The Receiver is in the process of obtaining updated valuations and mortgage balances. “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.

3. Defendant Haas’s Real Property

Defendant Haas owns a property in New York, which he estimated 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. The Receiver is in the process of obtaining an updated valuation and mortgage balance. “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.¹⁰ 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.¹¹ 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

¹⁰ During this reporting period, the Receiver and defendant Montie coordinated to sell his 1996 Mercedes 500SL for \$10,500. Those funds are being held in escrow along with the proceeds from the sale of his New York property.

¹¹ This does not include certain assets in the possession of defendants Haas and Montie, as disclosed in their financial affidavits.

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**.¹² He has sold most items as set forth in the exhibit. The Receiver is working with the defendants and 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.

¹² 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.

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 was pursuing litigation against numerous defendants, but that litigation is now substantially complete, and the Receiver has begun collecting the judgments obtained.

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. On July 13, 2021, the Court also granted the Receiver's motion to approve the engagement of Thomas Bakas as a litigation consultant to the Receiver and the Sallah Firm. *See* Docs. 412, 415.

V. Pending and Contemplated Litigation

The Consolidated Order requires this Ninth 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 understands that the FBI's administrative forfeiture proceeding against certain personal property is also complete. As of this Ninth Interim Report, the Receiver has sold all material, forfeited real and personal property in the Receivership Estate.

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. A copy of the initial indictment was attached as Exhibit A to the Receiver's Third Interim Report, and a copy of the superseding indictment was attached as Exhibit D to the Receiver's Eighth Interim Report. DaCorta's trial term was recently extended from October 2021 to February 2022.

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).¹³

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

¹³ *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....”).

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, 2020. 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**").¹⁴

¹⁴ 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.
(footnote cont'd)

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.
- On May 21, 2021, the Receiver moved the Court to approve 3 settlements with 5 defendants or potential defendants in the total amount of \$482,449.96. *See* Doc. 399. The Court granted the Receiver’s motion on June 4, 2021. Doc. 404.

Other defendants have defaulted, and certain *pro se* defendants have attempted to litigate the Receiver’s claims.¹⁵ The chart below summarizes general categories of profiteers and/or defendants and associated figures:

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.

¹⁵ As of this filing, there are no active defendants in the Clawback Action. Approximately 13 defendants have attempted to appeal the Court’s rejection of their jurisdictional and similar arguments to the United States Court of Appeals for the Eleventh Circuit. *See Wiand v. Luda*, Case No. 20-14123 (11th Cir.). The appellate court has dismissed the appeal *sua sponte* at least twice. On July 21, 2021, the court directed the clerk to “take no action on any future filings in the (footnote cont’d)

STATUS	DEFENDANTS	AMOUNTS
Pre-Suit Settlements	10	\$246,497.09
Post-Suit Settlements and Post-Judgment Settlements	40	\$1,123,789.68
Other Settlements (Tolled Non-Parties)	3	\$139,806.23
Outstanding Default Judgments	42	\$2,145,880.47
Voluntary Dismissal, Bankruptcy, or Other	11	\$637,721.08

As of this filing, one defendant is attempting to set aside the default judgment entered against him, but the liability portion of the Clawback Action is otherwise complete. The Receiver has begun registering default judgments, seeking writs of garnishment, and employing other collection mechanisms. These efforts are beginning to produce material results.

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

closed appeal....” Final default judgments have been entered against the defendant-appellants, and the Receiver is collecting those judgments through garnishments and other procedures.

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 mediated their dispute on April 30, 2021 but did not reach a resolution. On May 25, 2021, the DOJ moved to stay the litigation to protect its ongoing criminal investigation, including the impending trial of defendant DaCorta. The court granted that motion on May 28, 2021, and the case is currently stayed until November 24, 2021. ML Doc. 62. Because DaCorta's trial was subsequently continued from October 2021 to February 2022, the stay of the Montie Litigation will likely also be extended. 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 a substantial adverse judgment.

d. The Receiver’s Litigation Against ATC Brokers Ltd., Spotex, LLC, and Affiliates

As explained in Section IV above, the Court approved the engagement of the Sallah Firm to further investigate and prosecute claims against ATC and its affiliates. The Court also approved the engagement of Thomas Bakas as a litigation consultant. On May 28, 2021, the Receiver filed suit against ATC Brokers Ltd., David Manoukian, and Spotex, LLC. The complaint asserts claims for aiding and abetting fraud, aiding and abetting breaches of fiduciary duties, recovery of fraudulent transfers from ATC, gross negligence, and simple negligence. The Receiver is seeking both compensatory and punitive damages. A copy of the complaint is attached as **Exhibit D** and is also available on the [Receiver’s website](#). The litigation is ongoing.¹⁶

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

¹⁶ 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.* On May 10, 2021, the Court granted the CFTC’s motion. Doc. 395.

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 principals, 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.

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 791 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 Ninth 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 personal property to liquidate; (3) litigation to bring and/or prosecute; and (4) a claims process to complete and funds to distribute.

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 (jruzzo@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 2nd day of August 2021.

Respectfully submitted,

s/ Burton W. Wiand
Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 2, 2021, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/ Jared J. Perez
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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 04/01/2021 to 06/30/2021

		Details	Subtotal	Grand Total	Notes
Line 1	Beginning Balance (As of 04/01/2021)			\$ 14,680,863.29	
Increases in Fund Balance					
Line 2	Business Income	\$ 991.00			Rental/Mortgage Income
Line 3	Cash and Securities				
Line 4	Interest/Dividend Income	\$ 8,570.83			Interest Income
Line 5	Asset Liquidation	\$ 870,536.87			Sale of Real Estate
Line 6	Third-Party Litigation Income	\$ 4,397.26			Settlements
Line 7	Other Miscellaneous				
Total Funds Available - Totals Line 1 - 7			\$ 884,495.96	\$ 15,565,359.25	
Decreases in Fund Balance					
Line 9	Disbursements to Investors				
Line 10	Disbursements for Receivership Operations				
10a	Disbursements to Receiver/Other Professionals	\$ 318,574.27			Court Approved Qtrly Fees
10b	Third-Party Litigation Expenses	\$ 19,460.00			Expert & Mediation Fees
10c	Asset Expenses	\$ 11,005.51			Condo Fees, Insurance (Net)
10d	Tax Payments				
Total Disbursements for Receivership Ops.			\$ 349,039.78		
Line 11	Disbursements Related to Distribution Expenses				
Line 12	Disbursement to Court/Other	\$2,341,505.18			US Marshals Service
Line 13	Other				
Total Funds Disbursed - Total Lines 9 - 13			\$ 2,341,505.18	\$ 2,690,544.96	
Line 14	Ending Balance (as of 06/30/2021)			\$ 12,874,814.29	

The funds transferred to the USMS listed on Line 12 as part of the Receivership process will be returned to the Receiver upon request for remission and will be distributed to victim investors.

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 06/30/2021

		Details	Subtotal	Grand Total	Notes
Line 1	Beginning Balance			-	
Increases in Fund Balance					
Line 2	Business Income	\$ 52,129.13			Rental/Mortgage Income
Line 3	Cash and Securities	\$ 8,661,433.46			Cash from Frozen Accts.
Line 4	Interest/Dividend Income	\$ 162,901.14			Interest Income
Line 5	Asset Liquidation	\$ 7,877,523.41			Sale of Real Estate/Misc.
Line 6	Third-Party Litigation Income	4,229,720.93			Settlements
Line 7	Other Miscellaneous	\$ 820.00			Cash from J. Anile House
Total Funds Available - Totals Line 1 - 7			\$ 20,984,528.07	\$ 20,984,528.07	
Decreases in Fund Balance					
Line 9	Disbursements to Investors	-			
Line 10	Disbursements for Receivership Operations				
10a	Disbursements to Receiver/Other Professionals	\$ 1,974,036.02			
10b	Third-Party Litigation Expenses	42,160.00			
10c	Asset Expenses	\$ 344,321.62			Condo Fees, Insurance, Repairs, Maint. & Utilities
10d	Tax Payments	\$ 109,117.36			County Sales & Property Tax
Total Disbursements for Receivership Ops.			\$ 2,469,635.00		
Line 11	Disbursements Related to Distribution Expenses				
Line 12	Disbursement to Court/Other	5,637,625.12			US Marshals Service
Line 13	Other	2,453.66			Cayman Registration Fee
Total Funds Disbursed - Total Lines 9 - 13			\$ 5,640,078.78	\$ 8,109,713.78	
Line 14	Ending Balance (as of 06/30/2021)			\$ 12,874,814.29	

The funds transferred to the USMS listed on Line 12 as part of the Receivership process will be returned to the Receiver upon a request for remission and will be distributed to victim investors.

Line 15	Number of Claims	791
15a	No. of Claims Received This Reporting Period	0 (increase due to recategorization of existing claims)
15b	No. of Claims Received Since Inception of Estate	791
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:  Burton W. Wiand, Receiver
Signature Printed Name

Date: 8/2/2021

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 Lakantera 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	\$2,202.57	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	\$151,432.06	\$0.00
Raymond P. Montie	*8414	Raymond P. Montie	Federal Savings Bank; First SeaCoast Bank	Checking	New Income Account	\$12,137.61	N/A
Raymond P. Montie	*1574	Raymond P. Montie	Fidelity Investments	IRA Account	Open	\$6,476.26	\$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 500SL	1	\$2,167.00	\$0.00	Sold; Escrowed	\$10,500.00
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.	\$0.00	\$0.00	Mostly Abandoned Due to Lack of Value	\$50.00
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

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

CASE NO. 21-cv-1317

BURTON W. WIAND, not individually
but solely in his capacity as Receiver
for OASIS INTERNATIONAL
GROUP, LIMITED, *et al.*,

Plaintiff,

v.

ATC BROKERS LTD., DAVID
MANOUKIAN, and SPOTEX LLC,

Defendants.

_____ /

COMPLAINT

Burton W. Wiand, not individually but solely in his capacity as the Court-appointed receiver (the “Receiver” or “Plaintiff”) over Oasis International Group, Limited (“OIG”), Oasis Management, LLC (“OM”), Satellite Holdings Company (“Satellite Holdings”), and their affiliates and subsidiaries (collectively, the “Receivership Entities,” “Receivership,” and/or “Receivership Estate”), hereby files this Complaint and sues Defendants ATC Brokers Ltd. (“ATC”), David Manoukian (“Manoukian”) and Spotex LLC (“Spotex”) (collectively, “Defendants”) in this ancillary receivership action.

The Underlying Civil and Criminal Actions Involving the Oasis Entities

A. The CFTC Action

1. On April 15, 2019, the Commodity Futures Trade Commission (the “CFTC”) sued Michael J. DaCorta (“DaCorta”), Joseph S. Anile, II (“Anile”), Francisco (“Frank”) L. Duran (“Duran”), John J. Haas (“Haas”) and Raymond P. Montie, III (“Montie”) (collectively, the “CFTC Defendants”), as well as three (3) entities they controlled – OIG, OM and Satellite Holdings – in the action styled as *Commodity Futures Trade Commission v. Oasis International Group, Limited, et al.*, DE 7 at p. 14, ¶ 32, Case No. 8:19-cv-00886-VMC-SPF (Apr. 15, 2019 M.D. Fla.) (the “CTFC Action”).

2. In the CFTC Action, the CFTC alleged that the CFTC Defendants had operated OIG, OM, Satellite Holdings, Oasis Global FX, Limited (“OGNZ”), and Oasis Global FX, S.A. (“OGBelize”) (collectively, OGNZ and OGBelize are hereinafter referred to as the “Oasis Pools”); in addition, OIG, OM, Satellite Holdings, OGNZ and OGBelize are hereinafter referred to as the “Oasis Entities”) as a Ponzi scheme, victimizing the Oasis Entities and hundreds of their innocent investors, who are owed more than \$50 million.

B. The Anile and DaCorta Criminal Prosecutions

3. The United States of America filed criminal charges against Anile and DaCorta relating to OIG and the Oasis Pools.

4. On August 8, 2019, Anile pleaded guilty to three counts involving the Ponzi scheme: (a) conspiracy to commit wire and mail fraud; (b) engaging in an illegal monetary transaction; and (c) 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.); *see also* Doc. 195, Ex. A (the “Anile Plea Agreement”).

5. Anile admitted in his Plea Agreement:

From at least as early as November 2011, through and including at least April 18, 2019, in the Middle District of Florida, the defendant, Joseph S. Anile, II, conspired with others to commit wire fraud and mail fraud. The defendant and coconspirators made false and fraudulent representations to victim-investors and potential investors to persuade them to transmit their funds, via wire and mail, to entities and accounts controlled by conspirators to be traded in the foreign exchange market (“FOREX”). In fact, the defendant and coconspirators used only a portion of the victim-investors’ funds for FOREX trading, and the trading resulted in losses which conspirators concealed. **They used the balance of the victim-investors’ funds to make Ponzi-style payments, to perpetuate the scheme**, and for their own personal enrichment....

In soliciting investments, the defendant and coconspirators made multiple false and fraudulent representations and material omissions in their communications to victim-investors and potential investors. In particular, they promoted one of the conspirators as an experienced FOREX trader with a record of success but concealed the fact that he 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. They also fraudulently represented that: (a) conspirators did not charge any fees or commissions;

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

Id. at 26-28 (emphasis added).

6. Similarly, on December 17, 2019, a federal grand jury returned a two-count indictment against DaCorta (another of OIG's three owners), 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.); *see also* Doc. 229, Ex. A.

7. According to the grand jury, as early as November 2011, DaCorta entered into a conspiracy to defraud investors by making numerous fraudulent representations. *See* DCA Doc. 1 ¶ 14b.-d. The Indictment alleged:

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 (emphasis added).

C. The Appointment of the Receiver by the Court

8. On the same day as the commencement of the CFTC Action, April 15, 2019, the Honorable Virginia M. Hernandez Covington appointed the Plaintiff, Burton W. Wiand, as the Receiver for the Receivership Entities.

9. The Court directed the Receiver, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants.” *CTFC Action*, DE 7 at 14.

10. Since the initial appointment, the Court has entered several orders granting the Receiver certain powers, leading ultimately to the Court’s Consolidated Order. *CFTC Action*, DE 177. Pursuant to the Consolidated Order and its predecessors, in relevant part, the Receiver has the duty and authority to “investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted . . .” and pursue actions to recover assets that “were fraudulently transferred by the Defendants and/or Relief Defendants.” *CFTC Action*, DE 177 at ¶44, 2.

11. The Court also authorized the Receiver “to sue for and collect, recover, receive and take into possession all Receivership Property”; “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”; “pursue ... all suits, actions, claims, and demands, which may now be pending or which may be brought by ... the Receivership Estates”; and “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.*, ¶¶ 8.B, 8.I; *see also id.*, ¶ 8.J. (authorizing the Receiver to “pursue ... all suits, actions, claims, and demands, which may now be pending or which may be brought by ... the Receivership Estates”).

12. Plaintiff has brought this action against Defendants in accordance with the Consolidated Order to recover damages caused by Defendants’ acts or omissions in connection with Defendants’ participation in a \$78-million fraudulent scheme involving purported trading in foreign currencies (“forex”); and funds that the CFTC Defendants, the Ponzi scheme operators, caused the Oasis Entities to transfer to ATC.

Parties and Other Relevant Persons

A. The Receiver and the Receivership Entities

13. As stated above, Plaintiff was appointed as Receiver by the Honorable Virginia M. Hernandez Covington on April 15, 2019, and is duly authorized to bring this action. Plaintiff is a citizen of the State of Florida.

14. OIG was a Cayman Islands limited corporation formed by Anile, DaCorta and Montie in or around March 2013. Anile, DaCorta and Montie

owned and controlled OIG and served as its Board of Directors. Anile, DaCorta and Montie operated OIG from its offices at 444 Gulf of Mexico Drive, Longboat Key, Florida. OIG acted as a commodity pool operator (“CPO”) by soliciting, receiving and accepting funds from pool participants for investments in the Oasis Pools. OIG was not registered with the CFTC in any capacity.

15. OM was a Wyoming limited liability corporation formed in or around November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. Like OIG, OM acted as a CPO by accepting and receiving funds from pool participants for the purpose of investing in the Oasis Pools. OM was not registered with the CFTC in any capacity.

16. Satellite Holdings was a South Dakota corporation formed in or around October 2014. Satellite Holdings’ principal place of business was 110 East Center Street, Suite 2053, Madison, South Dakota. CFTC Defendant Haas was Satellite Holdings’ director. Like OIG and OM, Satellite Holdings acted as a CPO by soliciting, receiving and accepting funds from pool participants for investments in the Oasis Pools. Satellite Holdings was not registered with the CFTC in any capacity.

17. OGNZ was a New Zealand corporation with its principal place of business in Longboat Key, Florida. OGNZ was registered as a financial services provider (“FSP”) in New Zealand until it deregistered on June 29, 2015.

18. OGBelize was a Belizean corporation with its principal place of business in Longboat Key, Florida. OGBelize was registered with the Belizean International Financial Services Commission (“IFSC”) from September 2016 until April 2019, at which time the CFTC sued.

B. Defendants

19. Defendant ATC is a corporation formed under the laws of England and Wales on April 18, 2012. However, ATC’s principal place of business is in La Cañada, California, as the location given by ATC for Manoukian’s residence in the Confirmation Statement filed with the Companies House (which incorporates companies in the United Kingdom and registers company information and makes it available to the public) on April 20, 2017, which identified Manoukian as a Person with Significant Control (“PSC”) for ATC. ATC is registered with the Financial Conduct Authority (“FCA”) in the United Kingdom and authorized to conduct certain business involving forex trading.

20. Defendant Manoukian is an individual who is a citizen of the State of California residing in La Cañada, California. Manoukian is, and was, ATC’s controlling principal, controlling executive, controlling director, and primary shareholder. Manoukian is also an owner of Defendant Spotex. As stated above, ATC has identified Manoukian as a PSC with the Companies House. Through his affiliation and positions with ATC, Manoukian is registered with the FCA. Through his affiliation and positions as an associate and principal

with ATC Brokers (identified below), he is registered with the National Futures Association (“NFA”).

21. Manoukian personally managed almost all aspects of the ATC-Oasis Entities’ relationship from the outset through the commencement of the CFTC Action and did so from his office in California. Manoukian dealt directly with the Oasis principals, including Anile and DaCorta.

22. As an example, when Anile was submitting account opening application materials to Manoukian for OGBelize on January 4, 2017, Manoukian emailed Anile requesting that he call him at a phone number with an 818 area code that matches the office line for ATC’s U.S. affiliate (ATC Brokers). Further, Manoukian dealt directly with Anile and DaCorta during their residency in the Middle District of Florida, according to emails. Manoukian also regularly emailed Anile and DaCorta from the email server of ATC’s U.S. affiliate.

23. Defendant Spotex is a Delaware limited liability company with an office in New Jersey. Upon information and belief, none of Spotex’s members are citizens of Plaintiff’s residence of Florida. In late 2017 through 2018, the Oasis Entities contemplated acquiring Spotex to have an electronic communications network of its own. Spotex, through Manoukian, delivered due diligence documents to the Oasis Entities, and Manoukian was the prime negotiator on behalf of Spotex.

24. Non-party ATC Brokers, f/k/a Avail Trading Corp., is a California corporation formed on August 3, 2005, with its principal place of business in Glendale, California. ATC Brokers is an NFA member.

25. ATC Brokers and ATC were managed by Manoukian and were under the common ownership of Manoukian and his brother.

Subject Matter Jurisdiction

26. The Court has subject matter jurisdiction over this matter pursuant to 15 U.S.C. § 78aa, 28 U.S.C. § 754, and principles of ancillary or supplemental jurisdiction under 28 U.S.C. § 1367 because:

- a. the Receiver sues to accomplish the ends sought in the CFTC Action (*i.e.*, the marshaling of assets derived from victimized investors), wherein his appointment was made and such an action is ancillary¹;
- b. the Receiver files this ancillary action in the same District wherein the Receiver was appointed and wherein the Court has exclusive jurisdiction over the Receivership Estate;
- c. the Receiver is obligated by the Consolidated Order entered in the CFTC Action to take custody, control, and possession of the Receivership Entities' assets by investigating and instituting actions against individuals or entities that improperly received funds

¹ If an action is filed by the Receiver in the district in which the Receiver had been appointed, no independent jurisdictional grounds need be shown. *Baker v. Heller*, 571 F. Supp. 419 (S.D. Fla. 1983). "When an action is commenced by a receiver . . . to accomplish the ends sought and directed by the suit in which the appointment was made, such action or suit is regarded as ancillary . . . and . . . jurisdiction of these subordinate actions or suits is to be attributed to the jurisdiction upon which the main suit rested." *Pope v. Louisville, New Albany & Chicago Ry. Co.*, 173 U.S. 573 (1899).

transferred to and from the Receivership Entities and/or damaged the Receivership Entities;

- d. the Receiver's subject claims seek to recover such damages, pursuant to the Consolidated Order entered in the CFTC Action;
- e. the subject claims are so related to the claims involved in the CFTC Action that they form part of the same case or controversy under Article III of the United States Constitution; and
- f. the Court reappointed the Receiver as such on April 23, 2021, and the Receiver filed his required notice in the Federal District Court where ATC and Manoukian reside, the District Court of the Central District of California, on April 28, 2021, or within ten (10) days as prescribed by 28 U.S.C. § 754.

27. Alternatively, this Court has jurisdiction pursuant to 28 U.S.C. § 1332(a). As set forth above, there is complete diversity between the parties, and more than \$75,000 is at issue in this action, exclusive of fees, costs and interest.

Venue

28. Venue is proper in this District pursuant to 28 U.S.C. §§ 754 and 1692 because this Complaint has been brought to accomplish the objectives of the Consolidated Order and is, thus, ancillary to the Court's exclusive jurisdiction over the Receivership Estate.

29. Venue is also proper in this District because (a) the Receiver resides in this District; (b) the liquidation of the defunct forex trading pools and their related entities comprising the Receivership Entities is occurring

through the Receiver in the CFTC Action in this District; (c) the agency relationship and subsequent business venture specifically giving rise to the Receiver's claims were created and continuously operated in and out of this District; and (d) the CFTC Action, to which this suit is ancillary, is pending in this District, as well as the below-mentioned criminal prosecutions against Anile and DaCorta.

Personal Jurisdiction

30. Pursuant to 28 U.S.C. §§ 754 and 1692, Defendants are subject to personal jurisdiction before this Court. Pursuant to 28 U.S.C. § 754, the Receiver has filed the Consolidated Order in the United States District Court for the Central District of California, where both ATC and Manoukian operate.

31. Additionally, Defendants are subject to personal jurisdiction in this Court because the claims presented in this Complaint arise from Defendants' dealings with the CFTC Defendants in this District.

32. ATC was the exchange firm for the doomed forex trading underlying the Oasis Ponzi scheme and ultimately for more than \$21 million of investor-derived investments in two commodity pools for OGNZ ("Oasis Pool 1") and OGBelize ("Oasis Pool 2") (again, the "Oasis Pools"), which operated out of Florida.

33. Manoukian handled the ATC-Oasis relationship and personally conducted the commissions and/or omissions alleged herein, including

conducting business with the CFTC Defendants in Florida.

34. Spotex created the software that DaCorta used to conduct the doomed forex trading, meaning Spotex provided the electronic trading platform that was necessary to carry out the Ponzi scheme. Spotex maintained back-door accounts for OIG and the Oasis Pools through www.spotex.com.

35. In addition to the Consolidated Order, this Court has personal jurisdiction over Defendants pursuant to Florida Statute § 48.193(1)(a)(1) because Defendants received compensation and ATC/Manoukian corresponded on numerous occasions with CFTC Defendants Anile and DaCorta in Florida.

36. Furthermore, this Court has personal jurisdiction over Defendants pursuant to Florida Statute § 48.193(1)(a)(2) because Defendants committed tortious acts which touched, concerned, and affected the operations of OIG and the other Receivership Entities in Florida.

37. Because OIG's and the other Receivership Entities' operations occurred in Florida, OIG, the Oasis Pools and the other Receivership Entities were damaged in Florida under Florida Statute § 48.193(1)(a)(2).

38. ATC/Manoukian also communicated with Anile and DaCorta, individually and on behalf of the Receivership Entities, in writing and verbally on countless occasions, so the communications were sent to and from Florida and, therefore, occurred in Florida under Florida Statute § 48.193(1)(a)(2).

39. There are significant contacts with Florida. OIG and the Oasis

Pools had offices in Florida. CFTC Defendants Anile and DaCorta resided in Florida. Other CFTC Defendants such as Duran also resided in Florida. OIG and the Oasis Pools operated in Florida. Anile and DaCorta operated the majority of the CFTC Relief Defendants² in Florida. Countless, ongoing, and frequent communications with ATC/Manoukian occurred in Florida, including Anile's instructions and opening of the subject ATC accounts and DaCorta's trading of the accounts further described below. Defendants provided services to the Oasis Pools in Florida. The CFTC investigated in Florida. The CFTC filed the CFTC Action in Florida. The United States criminally investigated among others CFTC Defendants Anile and DaCorta in Florida. The United States filed the criminal actions against CFTC Defendants Anile and DaCorta in Florida. Injury to the Receivership Entities and the conduct causing such injury occurred in Florida. The Receiver, who is responsible for righting all of the injuries to the Receivership Entities (including the Oasis Pools), resides in Florida and was appointed in Florida. This action arises in substantial part from these non-exhaustive Florida-based items. Therefore, Florida has the most significant relationship to this action.

² These entities refer to 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 4Oaks LLC (collectively, the "CFTC Relief Defendants").

The Oasis Ponzi Scheme

A. The Oasis Entities Raised \$78 Million from Investors

40. From late 2013 to the Receiver's appointment in April 2019, the CFTC Defendants fraudulently solicited more than 700 investors, the majority of whom were U.S. residents, to invest more than \$78 million in OIG, OM, and Satellite Holdings for purposes of investing in pooled investments in retail forex in the two subject Oasis forex commodity pools – Oasis Pools 1 and 2. In reality, the CFTC Defendants operated the Oasis Entities as a Ponzi scheme with OIG as the principal entity used to perpetrate the Ponzi scheme.

41. As part and parcel of the Ponzi scheme, the CFTC Defendants caused OIG, OM, and Satellite Holdings to (a) share the same office and employees; (b) commingle their funds; and (c) operate under the common "Oasis" trade name.

42. The CFTC Defendants caused the Oasis Entities to operate as one common enterprise through their own interrelated entities. The Oasis Entities maintained one common website at the Oasis website www.oasisinternationalgroup.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

43. Over time, the CFTC Defendants raised funds from innocent investors through several forms of securities. For example, when OIG was formed, a portion of its common shares (less than 10% in total) was owned by at least six (6) innocent and honest shareholders, meaning they were not aware of the CFTC Defendants' misconduct. As such, any misconduct on the part of the individual CFTC Defendants should not be imputed to OIG and the other Oasis Entities. These six shareholders' common shares were ultimately redeemed over time for cash.

44. The CFTC Defendants also began an offering to third party shareholders of a minimum of 100,000 and a maximum of 500,000 non-voting OIG preferred shares at \$10 per share. These investments were memorialized in a Confidential Private Placement Memorandum ("PPM").

45. The PPM promised these shareholders/investors a guaranteed minimum annual return or dividend of 12% from trading forex. All preferred shareholders/investors regularly received quarterly preferred interest payments.

46. There were more than sixty (60) preferred shareholders from 2013-2017 whose preferred shares were ultimately redeemed during this period for cash. Nearly all of the preferred stock shareholders were innocent and honest, meaning they were unaware of the CFTC Defendants' misconduct. As such, any misconduct on the part of the individual CFTC Defendants should not be

imputed to OIG and the other Oasis Entities. The shareholders' preferred shares were ultimately redeemed several years later through 2017 for cash and/or promissory notes.³

47. After selling shares by means of the PPM, the CFTC Defendants continued offering OIG investments to third party investors through a Promissory Note and Loan Agreement. These investors were also completely innocent. As such, any misconduct on the part of the individual CFTC Defendants should not be imputed to OIG and the other Oasis Entities.

B. The Oasis Entities and Their Principals Were Unregistered in Violation of the Commodity Exchange Act

48. As indicated above, the Oasis Entities' supposed purpose for raising funds from innocent investor-victims, the majority of whom resided in the U.S., was to pool investor funds to trade forex contracts using leverage from a liquidity provider, which turned out to be Defendant ATC. As discussed below, the Oasis Entities' activities required registration with the CFTC.

49. From at least March 2015 through April 15, 2019, the CFTC Defendants caused OIG, OM and Satellite Holdings to act as CPOs of the Oasis

³ Like OIG, OM also had its own shareholders in the form of many limited partners that signed OM limited partnership agreements. Their shareholder/limited partnership interests were also redeemed for cash over time. Like the innocent and honest OIG shareholders, the OM shareholders/limited partners were also innocent and honest, meaning they were not aware of the CFTC Defendants' misconduct; therefore, the misconduct of the individual CFTC Defendants should not be imputed to OM and the other Oasis Entities.

Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an Eligible Contract Participant (“ECP”) and that engages in transactions described in Section 2(c)(2)(C) of the Commodity Exchange Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market (“retail forex transactions”).

50. OIG, OM and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. However, the CFTC Defendants failed to register OIG, OM or Satellite Holdings as CPOs with the CFTC.

51. Similarly, Anile and DaCorta, among others, acted as unregistered CPOs because they operated the Oasis Pools as pooled investment vehicles that were not ECPs, as provided by Section 2(c)(2)(C)(iii)(I)(cc) of the Commodity Exchange Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012).

52. Anile and DaCorta also acted as associated persons (“APs”), as defined by 17 C.F.R. § 5.1(d)(2), of CPOs OIG, OM and Satellite Holdings. However, Anile and DaCorta failed to register as APs with the CFTC.

C. The CFTC Defendants Misrepresented the Oasis Investments and Omitted to Disclose Material Information

53. The Oasis Entities’ and their principals’ failure to register was not merely a technical violation. Registration brings with it the requirement to

submit periodic reports to regulators to ensure sufficient oversight and to ultimately prevent the use of fraudulent and deceptive practices against innocent investors.

54. For example, regarding the Promissory Note and Loan Agreement, the CFTC Defendants provided investors a document called the “Agreement and Risk Disclosures.” The latter generally stated that an investment in forex entailed investment risk. However, these documents failed to disclose adequately how the risks from forex investing could effectively eliminate the 12% guaranteed annual return to investors that was promised in the Promissory Note and Loan Agreement or impair the investors’ principal investments in the notes themselves.

55. The CFTC Defendants made other material misrepresentations to investors, including that:

- a. all investor funds would be traded in forex;
- b. investors would receive a minimum guaranteed annual return of 12%;
- c. the Oasis Pools were always profitable, had made returns of approximately 22% in 2017 and approximately 21% in 2018;
- d. the Oasis Pools never lost money; returns were from profitable trading;
- e. the Oasis Pools were “no risk” investments;
- f. investors would receive additional returns by referring other investors; and

- g. investments were secured by \$15-\$16 million in real estate owned by OIG.

56. These representations were patently false, including that:

- a. tens of millions of dollars raised were Ponzi-like payments and unauthorized personal and business expenses;
- b. investor returns were completely fraudulent, Ponzi-like payments of new investor money repaying older investors;
- c. the Oasis Pools were never profitable and had large negative returns in 2017 and 2018;
- d. the Oasis Pools always lost money, including more than \$60 million in total trading losses from numerous margin calls;
- e. returns were not from profitable trading, but were, again, Ponzi-like payments of new investor money repaying older investors;
- f. the Oasis Pools were high risk investments that had a leverage ratio of 100:1 and led to the issuance of numerous margin calls;
- g. investors' referral fees were, again, Ponzi-like payments of new investor money paying older investors; and
- h. investments were not secured by \$15-\$16 million in real estate owned by OIG.

57. The CFTC Defendants also omitted to disclose material information to investors, including that:

- a. DaCorta, the CEO of OIG and the head trader of the Oasis Pools, was permanently barred from registering with the CFTC as of 2010 and was, therefore, barred from soliciting and trading forex for investors; and

b. DaCorta had filed for Chapter 7 personal bankruptcy protection.

58. The CFTC Defendants were supposed to trade all investor-derived funds in forex for the benefit of investors. Instead, the CFTC Defendants traded only a small fraction of the funds, specifically transferring \$21,925,000 to forex trading accounts at ATC out of over \$75 million raised. However, the CFTC Defendants lost every penny traded at ATC in poor forex trading, and the only funds remaining – approximately \$2 million in cash – had not been deployed trading.

59. Despite repeated mounting losses, the CFTC Defendants continued depositing investor funds at ATC with the Oasis Pools.

60. Regarding the Oasis Pools' trading accounts at ATC, the CFTC Defendants traded forex on a margined or leveraged basis that did not result in timely delivery and otherwise did not create an enforceable obligation of delivery between buyer and seller. Trades were leveraged 100:1, meaning trading could be done at 100 times the amount of cash in the Oasis Pools' trading accounts.

61. The CFTC Defendants misappropriated (a) more than \$28 million to make fictitious redemption or return payments to investors in furtherance of the Ponzi scheme and (b) more than \$10 million to pay themselves, their insiders, their employees or agents. These misappropriations were all

unauthorized personal and business transactions.

62. As alleged herein, without Defendants' substantial assistance, the CFTC Defendants could not have perpetrated their Ponzi scheme.

**Defendants' Knowledge and Actions in Assisting
the Oasis Ponzi Scheme**

**A. ATC and Manoukian Ignored Glaring Red Flags When Opening
Accounts for the Oasis Entities**

63. The lack of registration by the persons operating the Oasis Pools was an obvious red flag that ATC and Manoukian intentionally overlooked in order to secure their business.

64. The Oasis Entities could not engage in any forex transactions without a forex firm that would open forex accounts for them and provide them with liquidity to trade on leverage. ATC was a firm that provided these services, and Manoukian supervised and ultimately approved the ATC account applications for opening the subject ATC accounts for such services. Manoukian was also the primary ATC representative that handled the Oasis relationship from its inception in 2015 through its end in April 2019, including dealing directly with the Oasis principals, such as Anile and DaCorta.

65. In addition, the Oasis Entities could not engage in any forex transactions without a "white label" software suite that would support the Oasis Entities and generate online account records with various back-office tasks. Spotex, through their affiliation with ATC, was a firm that provided the

technology for these services to ATC clients such as Anile, DaCorta and other Oasis representatives.

66. The Oasis Entities' choice of ATC was not coincidental. DaCorta introduced the Oasis Entities to ATC through Michael Mirarchi ("Mirarchi"), DaCorta's former business acquaintance. From April to July 2015, Mirarchi was ATC's Chief Executive Officer. Upon information and belief, before agreeing to surrender his NFA license permanently to avoid charges in 2010, DaCorta had conducted business with Mirarchi while the latter worked for Citigroup Global Markets, Inc.

67. Before opening an account for any of the Oasis Entities, ATC required each Oasis Pool to complete an application and to submit additional paperwork to establish, among other things, proof of residence. This "onboarding" procedure allowed ATC to conduct due diligence reviews on the Oasis Entities, Oasis Pool-applicant and its principals/managers to comply with, among other things, ATC's anti-money laundering ("AML") and Know Your Customer ("KYC") procedures required by applicable laws and regulations, including ensuring that the Oasis Entities, Oasis Pool-applicant its principals/managers, as appropriate, were properly registered – not only with the jurisdiction where they were formed, but also in the jurisdiction where the principals/managers of the Oasis Entities and the Oasis Pools' clients resided.

68. Nevertheless, ATC and Manoukian only checked to see if the Oasis Pools-applicants were registered under *any* jurisdiction, instead of ensuring that the Oasis Pools were registered in the jurisdiction where they were operating and where their clients resided: The United States.

69. Moreover, ATC and Manoukian knew or should have known that the Oasis Pools were being operated by OIG through the management of DaCorta and Anile who resided in the U.S. ATC and Manoukian knew or should have known that OIG was an unregistered CPO.

70. As indicated above, during the time that ATC engaged in business with the Oasis Entities, Manoukian was a CFTC-registered principal and associated person of ATC Brokers (U.S.) and an NFA Associate Member (as was Manoukian's brother, Jack Manoukian, who was co-owner of ATC and ATC Brokers (U.S.)).

71. Manoukian and his brother are, and were, aware and knowledgeable of CFTC registration requirements and NFA Rules, including Anti-Money Laundering ("AML") and Know Your Client ("KYC") policies. At the very least, the Manoukians should have known of CFTC registration requirements and NFA Rules.

72. The Manoukians were at all times required and expected by the CFTC and NFA to adhere to CFTC registration requirements and NFA Rules in their capacities as principals of ATC Brokers (U.S.). In short, Manoukian

and his brother could not claim ignorance of CFTC Regulations and NFA Rules while being registered in the U.S., even though they might have been engaged in business with the Oasis Entities through ATC.

- **ATC and Manoukian Knew or Should Have Known That the Oasis Pools Were Operating in the United States and Subject to Registration in the United States**

73. The Oasis Entities never concealed their location (*i.e.*, where they truly were operating), and, in any event, ATC and Manoukian knew or should have known that the Oasis Entities were operating in the U.S. and, accordingly, should have been registered with the CFTC. For example:

- a. All communications by ATC and Manoukian were made to Anile, DaCorta and Joseph Paniagua (“Paniagua”) (the Oasis compliance representative) while they were in the U.S.;
- b. DaCorta’s and Paniagua’s email signature blocks included phone numbers with area codes in New York state; and
- c. Anile told Manoukian that Anile split his residency between New York and Florida.

74. Moreover, when completing the application for Oasis Global FX, Limited (again, “OGNZ”), Anile tried to input “United States” as his country of residence on the application form, but the dropdown on the form had no entry for “United States.” Anile told Mirarchi about this issue, but Mirarchi directed him to simply input “United Kingdom.” ATC and Manoukian knew or should

have known this was false. In particular, Anile had provided utility bills to ATC showing that his residence was in New York and Florida.

75. ATC and Manoukian also knew or should have known from the application for Oasis Global FX, S.A. (again, “OGBelize”), dated December 28, 2016, that the Oasis Pools were operating from the U.S. Anile expressly represented that DaCorta, its “Key Manager” and Chief Investment Officer, was located in Longboat Key, Florida, not Belize.

76. Based on the foregoing information, ATC and Manoukian knew or should have known that the Oasis Entities were operating pooled investments in the U.S. without registration and, therefore, illegally.

- **ATC and Manoukian Knew or Should Have Known That the Oasis Pools’ Funds Were from the U.S. for U.S. Investors**

77. In addition to ATC and Manoukian knowing the Oasis Entities were operating in the U.S., ATC and Manoukian also knew or should have known that the funds for the Oasis Pools came from U.S. investors through U.S. banks.

78. For example, when asked in the ATC account applications from where the third-party funds would come, DaCorta represented to ATC that the third-party funds were from “friends and family” in the U.S. However, there were hundreds of “friends and family,” whose funds were deposited.

79. On the ATC account applications, Anile represented that the Oasis Pools would be investing third-party funds. Specifically, from November 2016 to April 2019, all deposits accepted by ATC for the Oasis Pools, totaling almost \$22 million, came from deposits transferred from banks in the U.S.

- **The Oasis Entities Violated the Registration Provisions of the Commodity Exchange Act**

80. Due to these connections with the U.S., OIG and the Oasis Pools (as well as the persons associated with them, including Anile and DaCorta) should have been registered with the CFTC to act as CPOs, but failed to register in violation of the Commodity Exchange Act, 7 U.S.C. § 6m(1) (2012).

81. Despite knowing that the Oasis Pools were operating in the U.S. and should have been registered with the CFTC, ATC and Manoukian continued accepting business from the Oasis Pools, including ATC executing trades for forex transactions that resulted in a total loss of all funds traded from the nearly \$22 million in deposits that ATC accepted for the Oasis Pools.⁴

- **The Use of a Single Omnibus Account Was a Red Flag**

82. In the respective OGNZ and OGBelize account applications, Anile disclosed to ATC and Manoukian that OGNZ and OGBelize would be funded

⁴ At the time of the asset freeze in the CFTC Action, approximately \$2 million in cash remained in the Oasis Pool 2 account at ATC which had not been deployed for trading. As discussed below, these funds are in the process of being repatriated from the United Kingdom for the benefit of the Receivership Estate.

with proprietary and third-party funds. However, ATC only opened one account for OGNZ and only one for OGBelize where the proprietary and third-party funds were commingled.

83. Because of this commingling of funds, ATC and Manoukian should have recognized that OGNZ and OGBelize were, respectively, a pooled investment and should have conducted due diligence regarding its CPO, OIG, to ensure that OIG was properly registered to conduct business as a CPO.

- **ATC and Manoukian Ignored Additional Red Flags to Conduct Business with the Oasis Pools**

84. Notwithstanding the fact that ATC and Manoukian knew or should have known that the Oasis Entities were acting as unregistered CPOs in violation of the Commodity Exchange Act, ATC and Manoukian intentionally ignored additional red flags to ensure that they would continue receiving the hefty commissions paid by the Oasis Pools for trades they otherwise should not have been transacting. Some of those red flags include the following numerous undisputed facts:

- a. Oasis (NZ) ceased operations and deregistered from New Zealand within 2 weeks after ATC opened its account, but ATC and Manoukian never inquired as to why;
- b. After Oasis (NZ) deregistered as a Financial Services Provider, ATC and Manoukian continued conducting business with it;

- c. Anile represented that he was a citizen of the United Kingdom on the Corporate Application for Oasis (Nevis), when his citizenship for the Oasis (NZ) application was the United States. No one from ATC inquired any further about the discrepancy;
- d. Even though Oasis (Nevis) was never approved by ATC, ATC nonetheless accepted deposits from Oasis (Nevis) in November and December 2016, transferred from a U.S. bank account;
- e. The bank statement page submitted on January 4, 2017, as part of Oasis (Belize)'s application redacted the account holder's name and account balances, while the only activity in the account for December 2016 was for service fees. ATC and Manoukian never demanded an unredacted statement;
- f. The Oasis (Belize) application represented that the company had one office, which was its principal place of business in Belize, which was false because DaCorta, the Chief Investment Officer, was identified as residing in Longboat Key, Florida; and
- g. On January 5, 2017, after ATC required a utility bill for Oasis (Belize), Anile sent an invoice from TollFreeForwarding.com which was purchased four (4) days earlier. The bill, however, never reflected any Belizian telephone number. Rather, it reflected that Anile had any calls made to the Cayman Islands forwarded to Sarasota, Florida.

B. ATC Accepted Deposits for the Oasis Pools

85. ATC and Manoukian ignored these red flags in order to conduct business with the Oasis Entities, including accepting almost \$22 million in deposits from U.S. banks for the Oasis Pools.

86. The ATC account in the name of Oasis Global FX, Limited,

(again, OGNZ or Oasis Pool 1) was opened in or around mid-2015 and received \$1.3 million of investor-derived funds through December 2016. Attached as Exhibit A is a list of the itemized transfers by date, amount, sender, and sender's account. All of the funds transferred to this ATC account were lost trading forex, specifically net losses of approximately \$1,654,000.

87. The OGNZ account at ATC was essentially a financial black hole. Even though third-party funds poured into ATC, no disbursements, transfers, or returns were ever made to the Oasis Entities from this account—or to anyone other than to ATC for its commissions and fees. Nevertheless, ATC never questioned anyone at OIG as to why no funds had been disbursed or withdrawn, other than for ATC's commissions.

88. Anile and DaCorta were the sole signatories on this account, DaCorta was listed as the President of OGNZ, and DaCorta was the sole authorized trader for this account.

89. As stated above, OGNZ deregistered on June 29, 2015. Nevertheless, the account for OGNZ remained open until it was finally closed on February 7, 2017.

90. The ATC account in the name of Oasis Global FX, S.A. (again, OGBelize or Oasis Pool 2) received \$20,625,000 of investor-derived funds from January 2017 through April 2019. Attached as part of Exhibit A is a list of the itemized transfers in this ATC account by date, amount, sender, and sender's

account. The funds transferred to and traded in this ATC account were also lost trading forex, specifically losses of approximately \$60 million. Trading returns in 2017 were -45% and in 2018 were -96%.

91. The OGBelize account at ATC was, again, essentially a financial black hole. Even though millions of dollars third-party funds poured into ATC, no disbursements, transfers, or returns were ever made to the Oasis Entities from this account—or to anyone other than to ATC for its commissions and fees. Nevertheless, ATC never questioned anyone at OIG as to why no funds had been disbursed or withdrawn, other than for ATC’s commissions.

92. Anile was the sole signatory on this account, and DaCorta was, once again, the authorized trader for this account.

93. This account remained open until the CFTC sued and froze the remaining \$2,005,368.28, which are in the process of being repatriated for the benefit of the Receivership Estate.

The Fraud in Presenting the Oasis Pools’ Fictional Returns

94. ATC, Manoukian, and Defendant Spotex also played a key role in the presentation of fraudulent website data to Oasis investors.

95. Spotex provided a “white label” software suite that would support ATC’s clients and generate online account records with various back-office tasks for such clients. Spotex, through their affiliation with ATC, was a firm that provided the technology for these services to ATC’s clients, such as Anile,

DaCorta and other Oasis representatives.

96. As a result, ATC and Spotex provided the following: (a) technological and operational support services to the CFTC Defendants relating to the accounts, including with server space, software, and access to ATC's trading platform, including the MT4 trading platform; (b) providing the CFTC Defendants with various back-end/back-office reports that would and did manipulate via back-end/back-office "adjustments" trading losses into fictitious trading profits and would populate the fictitious profits (and remove the losses) to the online portal viewable by investors; and (c) branding "white label" software with the Oasis logo.

97. The software and website provided online account records for OIG investors regarding purported balances, purported trades, purported trading volume, and purported "spread pay" to be distributed as income among investors. These account records were presented to investors via a website that encouraged investors to place and keep their money with the Oasis Entities, with the hopes of continued income.

98. The representations to investors concerning the investment income they purportedly received were false, however, as confirmed by the criminal plea agreement of Oasis co-founder and former President, Anile. As stated above, Oasis co-founder and Chief Investment Officer, DaCorta, is presently under federal indictment.

99. Regarding the investor portal, Defendants created master, back-office, and “test” accounts for this web portal. This information was central to Oasis’s method of attracting and keeping investors’ funds, by presenting the illusion of continuous investment earnings. Sample screen reports are reproduced here, showing accounts and earnings for individual investors:

16055195	Oasis Global (Nevis), Limited 010MCh
16055196	Oasis Global (Nevis), Limited 011DrJA
16055197	Oasis Global (Nevis), Limited 012LSp
16055198	Oasis Global (Nevis), Limited 013ChDv
16055199	Oasis Global (Nevis), Limited 015KK
16055200	Oasis Global (Nevis), Limited 016NHCV
16055201	Oasis Global (Nevis), Limited 017JS
16055202	Oasis Global (Nevis), Limited 018RMIII
16055203	Oasis Global (Nevis), Limited 019DrHR
16055205	Oasis Global (Nevis), Limited 021MSq
16055206	Oasis Global (Nevis), Limited 022KPJS

May 04, 2017 05:59 PM	May 04, 2017 05:59 PM	OB60055	USD	Active	450,396.88
May 15, 2017 01:03 PM	May 15, 2017 01:03 PM	OB60055	USD	Active	143,446.56
May 30, 2017 03:33 PM	May 30, 2017 03:33 PM	OB60055	USD	Active	697,475.68
May 30, 2017 04:29 PM	May 30, 2017 04:29 PM	OB60055	USD	Active	168,373.95
Jun 07, 2017 03:13 PM	Jun 07, 2017 03:13 PM	OB60055	USD	Active	174,527.15
Jun 08, 2017 11:09 AM	Jun 08, 2017 11:09 AM	OB60055	USD	Active	1,228,988.33
Jun 08, 2017 03:42 PM	Jun 08, 2017 03:42 PM	OB60055	USD	Active	4,060,664.08
Jun 08, 2017 04:09 PM	Jun 08, 2017 04:09 PM	OB60055	USD	Active	1,672,271.10
Jun 08, 2017 04:31 PM	Jun 08, 2017 04:31 PM	OB60055	USD	Active	382,719.36
Jun 12, 2017 08:12 PM	Jun 12, 2017 08:12 PM	OB60055	USD	Active	454,178.30
Jun 15, 2017 03:48 PM	Jun 15, 2017 03:48 PM	OB60055	USD	Active	91,238.92

100. Defendants actually knew that (a) the investor online portal showed purported profitable trading for the benefit of the Oasis investors; (b) the purported profits were completely false and fictitious (again, the forex trading at ATC suffered losses on a daily, weekly, monthly, and yearly basis

and ultimately totaled catastrophic losses beyond the \$21,925,000 transferred to ATC); and (c) the total amount of actual, exorbitant liabilities owed to investors.

101. Regarding the issue of liabilities, shortly before the CFTC unsealed its enforcement action, Oasis requested that Manoukian provide a certification on ATC's letterhead for OGBelize's auditors that OGBelize had a balance of \$3,142,404.42 with ATC at the end of calendar year 2018. Three (3) days later, Manoukian dutifully followed Oasis's instructions to provide the certification, even though it was blatantly false and misleading. In fact, upon information and belief, the account held less than \$1.5 million at the end of 2018, based on information in ATC records that were immediately available to Manoukian. These specific facts were not known or approved by investors. These specific facts are also evidence of a crystal-clear Ponzi scheme.

102. In addition, Defendants actively assisted, participated, supervised, and ensured automating or programming the necessary "adjustments" on the back-end of the investor online portal to allow the CFTC Defendants to carry out the ruse of false investor account records. Investors could not view these "adjustments" on the back-end of the portal, but Defendants could and actually assisted, participated, supervised, and ensured the "adjustments" would be automated in an easier, quicker and more efficient manner for the benefit of the CFTC Defendants.

103. The “adjustments” hid the trading losses from investors and populated fictitious or false profits to investors. It was necessary to automate the adjustments from manual inputs, as the number of investors grew and the CFTC Defendants raised more money from investors and transferred more money to ATC. These specific facts were not known or approved by investors. These specific facts are also evidence of a crystal-clear Ponzi scheme.

104. For example, on July 6, 2018, Paniagua, an Oasis compliance representative, stated to Defendants that: (a) after the last day of trading every month, Paniagua had been manually making “adjustments” and spread income deposits in investors’ online accounts; and (b) instead of manually doing such, whether Defendants could “expose this capability programmatically via the web service.”

105. Defendants responded and ensured this actually occurred. For example, later in July 2018, Defendants continued to work on ensuring that the “adjustments” and spread income deposits could be automated, or made “programmatically,” in investors’ online accounts via the ATC web service. On July 13, 2018, Manoukian incredibly stated to Spotex:

They [Oasis] are able to see the spread from the IB account from the API and they are able to move it to the client account as a deposit. (currently doing it manually)

But the Adjustment section they are unable to see it from the API.

The goal is to be able to do the adjustment into the client account automatically via FIX or via an upload.

106. On July 16, 2018, Spotex responded to Manoukian:

There is a report available in our web service called Margin Upload Request. Using this method, the adjustments can be uploaded for required accounts into our back-office.

This Report is available only with master login.

107. Therefore, during this time, Defendants confirmed that they knew the adjustments were invisible from the API (Application Programming Interface), the software that permits the transfer of data from the back-end/back-office to the end-user/investor. In other words, Defendants confirmed that they knew that investors could not see the adjustments through the website investors used to view their accounts.

108. Defendants ultimately confirmed and ensured that moving forward for the Oasis Pools, the adjustments could and would be done automatically via the back-office that was invisible to investors. As stated above, this “adjustment” procedure was used to adjust, and eliminate, trading losses viewable to investors and thus conceal the massive trading losses from investors.

109. The above is crystal-clear evidence that Defendants knew about, assisted, participated, supervised, enabled, and ensured the successful completion of automating the back-end/back-office “adjustments” to conceal

the trading losses from investors and populate false/fictitious profits to them.

110. At or near the time that Defendants were doing this in mid-2018, the CFTC Defendants had been and were continuing to transfer to ATC millions of dollars of monies derived from Oasis investors, meaning more and more commissions or fees for Defendants. For example, in January 2018, the CFTC Defendants transferred \$3,000,000 to ATC; in February 2018, \$500,000; in March 2018, another \$3,000,000; in April 2018, \$1,750,000; in May 2018, \$100,000; in June 2018, \$550,000; in July 2018, \$1,000,000; and thereafter, another \$3,000,000 until the CFTC sued and shut down the Oasis Ponzi scheme in April 2019.

111. In addition, at the same time in July 2018 that Defendants were ensuring that the CFTC Defendants could automate the monthly adjustments that hid online trading losses and populated fictitious trading profits for the investors' viewing, Manoukian wanted Oasis (*i.e.*, Anile and DaCorta) to consider investing in Spotex. This should not come as a surprise, because Manoukian also owned Spotex, in part with others, and Oasis was one of ATC's and Spotex's biggest clients, if not their biggest, from the \$20-plus million transferred to ATC in the scheme.

112. Based on the above, the Oasis, ATC, and Spotex businesses were symbiotic, and as the avalanche of investor funds began pouring in around 2017 and 2018, Oasis could not operate without the above-described

participation and assistance from Defendants.

113. As such, Defendants knew, were generally aware, were reckless in not knowing, or, alternatively, should have known that a Ponzi scheme was occurring on their own watch through the ATC accounts. Simply put, Defendants could have prevented this fraud.

COUNT I
AIDING AND ABETTING FRAUD (ALL DEFENDANTS)

114. The Receiver realleges and reincorporates paragraphs 1 through 113 above as if fully set forth herein.

115. The CFTC Defendants committed fraud by commingling the Oasis Entities' funds, misappropriating such funds, misusing such funds, diverting such funds from the entities, losing all funds traded in forex trading, failing to generate any trading profits to return to investors, failing to transfer any funds back to the Oasis Entities, and creating false investor account records that hid massive trading losses and populated false profits.

116. Defendants had actual knowledge of the loss of all funds traded in forex trading, the failure to generate any trading profits to return to investors, the failure to transfer any funds back to the Oasis Entities, and the creation of false investor account records that hid massive trading losses and populated false profits, and Defendants substantially assisted or participated in such fraud.

117. Defendants had the obligation – yet failed – to disclose the above wrongdoing, let alone anything, to anyone such as the Oasis Entities, regulators (such as the CFTC and SEC), law enforcement, innocent stockholders, and/or the innocent investors.

118. As a direct and proximate result of the above, the Oasis Entities suffered damages.

119. The specific misconduct that gives rise to this claim for aiding and abetting common law fraud was intentional, malicious, deliberate, outrageous and reprehensible, and/or so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of the Oasis Pools, and, therefore, an award of punitive damages is appropriate.

WHEREFORE, the Receiver demands this Court to enter judgment against Defendants (a) awarding damages in an amount to be determined at trial, including pre-judgment interest; and (b) entering such other and additional relief as the Court deems just and proper.

COUNT II
AIDING AND ABETTING BREACHES OF FIDUCIARY DUTIES
(ALL DEFENDANTS)

120. The Receiver realleges and reincorporates paragraphs 1 through 119 above as if fully set forth herein.

121. As the principals and advisors behind the Oasis Entities, the CFTC Defendants had special duties to administer the Oasis Entities in

accordance with the purpose of the Oasis fund and investors' investments, in the interests of the fund, and ultimately for the benefit of the innocent investors.

122. The Oasis Entities reposed trust and confidence in the CFTC Defendants, and the CFTC Defendants had domination and influence over the Oasis Entities.

123. The CFTC Defendants also had superior knowledge of, and access to, the activities of the Oasis Entities.

124. As such, the CFTC Defendants owed fiduciary duties to the Oasis Entities.

125. The CFTC Defendants breached their fiduciary duties by commingling the Oasis Entities' funds, misappropriating such funds, misusing such funds, diverting such funds from the entities, losing all funds traded in forex trading, failing to generate any trading profits to return to investors, failing to transfer any funds back to the Oasis Entities, and creating false investor account records.

126. Defendants had actual knowledge of the loss of all funds traded in forex trading, the failure to generate any trading profits to return to investors, the failure to transfer any funds back to the Oasis Entities, and the creation of false investor account records that hid massive trading losses and populated false profits, and substantially assisted or participated in such breaches of

fiduciary duties.

127. Defendants had the obligation – yet failed – to disclose the above wrongdoing, let alone anything, to anyone such as the Oasis Entities, regulators (such as the CFTC and SEC), law enforcement, innocent stockholders, and/or the innocent investors.

128. As a direct and proximate result of the above, the Oasis Entities suffered damages.

129. The specific misconduct that gives rise to this claim for aiding and abetting breaches of fiduciary duties was intentional, malicious, deliberate, outrageous and reprehensible, and/or so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of the Oasis Pools, and, therefore, an award of punitive damages is appropriate.

WHEREFORE, the Receiver demands this Court to enter judgment against Defendants (a) awarding damages in an amount to be determined at trial, including pre-judgment interest; and (b) entering such other and additional relief as the Court deems just and proper.

COUNT III
FRAUDULENT TRANSFERS PURSUANT TO FLA. STAT. §
726.105(1)(a)
(ATC ONLY)

130. The Receiver realleges and reincorporates paragraphs 1 through 129 above as if fully set forth herein.

131. ATC received transfers in accounts it operated and controlled (*i.e.*, the ATC Accounts) in furtherance of the subject Ponzi scheme. The transfers that ATC received are listed in Exhibit A.

132. ATC received the transfers with an intent to hinder, delay, or defraud OIG and the Oasis Pools.

133. Given ATC's role in assisting and actually receiving the transfers with the scheme to defraud, ATC was not acting in good faith at the time that it received such transfers. In fact, each transfer accepted by ATC served only to further the scheme against OIG and the Oasis Pools, and created more indebtedness for them.

134. As a direct and proximate result of the above, OIG and the Oasis Pools suffered damages.

WHEREFORE, the Receiver demands this Court to enter judgment against ATC (a) declaring all transfers to ATC as fraudulent transfers under Florida Statute § 726.105(1)(a), avoiding same to the extent permitted by law; and (b) entering such other and additional relief as the Court deems just and proper, including pre-judgment interest.

COUNT IV
FRAUDULENT TRANSFERS PURSUANT TO FLA. STAT. §
726.105(1)(b)
(ATC ONLY)

135. The Receiver realleges and reincorporates paragraphs 1 through

134 above as if fully set forth herein.

136. ATC received transfers from accounts it operated and controlled (*i.e.*, the ATC Accounts) in furtherance of the subject Ponzi scheme. The transfers that ATC received are listed in Exhibit A.

137. ATC did not provide reasonably equivalent value to OIG and the Oasis Pools in exchange for such transfers. Each transfer accepted by ATC served only to further the scheme against OIG and the Oasis Pools, and created more indebtedness for them.

138. When receiving such transfers, ATC was engaged or about to engage in a business or transaction for which the remaining assets were unreasonably small in relation to the business or transaction, and/or intended to incur, or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due.

139. Given ATC's role in assisting and actually receiving the transfers with the scheme to defraud, ATC was not acting in good faith at the time that it received such transfers. In fact, each transfer accepted by ATC served only to further the scheme against OIG and the Oasis Pools, and created more indebtedness for them.

140. As a direct and proximate result of the above, OIG and the Oasis Pools suffered damages.

WHEREFORE, the Receiver demands this Court to enter judgment

against ATC (a) declaring all transfers to ATC as fraudulent transfers under Florida Statute § 726.105(1)(b), avoiding same to the extent permitted by law; and (b) entering such other and additional relief as the Court deems just and proper, including pre-judgment interest.

COUNT V
FRAUDULENT TRANSFERS PURSUANT TO FLA. STAT. § 726.106(1)
(ATC ONLY)

141. The Receiver realleges and reincorporates paragraphs 1 through 140 above as if fully set forth herein.

142. ATC received transfers from accounts it operated and controlled (*i.e.*, the ATC Accounts) in furtherance of the subject Ponzi scheme. The transfers that ATC received are listed in Exhibit A.

143. ATC did not provide reasonably equivalent value to OIG and the Oasis Pools in exchange for such transfers. Each transfer accepted by ATC served only to further the scheme against OIG and the Oasis Pools, and created more indebtedness for them.

144. At the time of receiving such transfers, OIG and the Oasis Pools were insolvent or became insolvent as a result of the transfers because of the underlying Ponzi scheme discussed above.

145. Given ATC's role in assisting and actually receiving the transfers with the scheme to defraud, ATC was not acting in good faith at the time that it received such transfers. In fact, each transfer accepted by ATC served only

to further the scheme against OIG and the Oasis Pools, and created more indebtedness for them.

146. As a direct and proximate result of the above, OIG and the Oasis Pools suffered damages.

WHEREFORE, the Receiver demands this Court to enter judgment against ATC (a) declaring all transfers to ATC as fraudulent transfers under Florida Statute § 726.106(1), avoiding same to the extent permitted by law; and (b) entering such other and additional relief as the Court deems just and proper, including pre-judgment interest.

COUNT VI
GROSS NEGLIGENCE
(ALL DEFENDANTS)

147. The Receiver realleges and reincorporates paragraphs 1 through 146 above as if fully set forth herein.

148. As a forex exchange and as a provider of FX ECN-based technology, ATC/Manoukian and Spotex, respectively, had duties of care to administer the ATC accounts for the Oasis Pools in accordance with, as opposed to in violation of, minimum industry standards for forex exchanges and providers of FX ECN-based technology, respectively.

149. Defendants breached such duties to the Oasis Pools through conscious and voluntary acts and/or inactions which were likely to result, and did indeed result, in grave damages to the Oasis Pools when in the face of a

clear and present danger of which Defendants were aware.

150. From the above composite of circumstances, the likelihood of losses to the Oasis Pools was known by Defendants to be imminent, which collectively constituted a clear and present danger to the loss of such funds.

151. Defendants' actions and/or inactions were gross, flagrant, recklessly indifferent, conscious, voluntary, and likely to result in losses to the Oasis Pools and ultimately the investors.

152. Defendants' actions and/or inactions were wanting of care and exhibited a conscious indifference and careless disregard of any and all consequences, including massive losses to the Oasis Pools and ultimately the innocent investors.

153. As a direct and proximate result of the above, the Oasis Pools suffered damages.

WHEREFORE, the Receiver demands this Court to enter judgment against Defendants (a) awarding damages in an amount to be determined at trial, including pre-judgment interest; and (b) entering such other and additional relief as the court deems just and proper.

COUNT VII
SIMPLE NEGLIGENCE
(ALL DEFENDANTS)

154. The Receiver realleges and reincorporates paragraphs 1 through 153 above as if fully set forth herein.

155. This claim is pled in the alternative to the above claims.

156. As a forex exchange and as a provider of FX ECN-based technology, ATC/Manoukian and Spotex, respectively, had duties of care to administer the ATC accounts for the Oasis Pools in accordance with, as opposed to in violation of, minimum industry standards for forex exchanges and providers of FX ECN-based technology, respectively.

157. Defendants breached such duties and violated minimum industry standards.

158. For example, Defendants never inquired into DaCorta, the head trader. As stated above, in 2010, DaCorta had been permanently banned from soliciting and trading forex for investors.

159. An actual background check of DaCorta would have revealed a history of failed trading activities and that he was prohibited from being registered to trade commodities or forex.

160. In addition, Defendants knew or should have known that the Oasis Entities should have been – but were not – registered with the CFTC.

161. As a direct and proximate result, the Oasis Pools suffered damages.

WHEREFORE, the Receiver demands this Court to enter judgment against Defendants (a) awarding damages in an amount to be determined at trial, including pre-judgment interest; and (b) entering such other and

additional relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

The Receiver requests a jury trial for any and all Counts for which a trial by jury is permitted.

Dated: May 28, 2021

Respectfully submitted,

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EXHIBIT A

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
Case No. 8:19-cv-00886-VMC-SPF
United States District Court
Middle District of Florida
Tampa Division

ATC Brokers Ltd Transfers from Oasis Entities

Source: Bank Records

ATC Account	Transferring Bank Account	Bank ID	Date	Amount
Oasis Global FX Limited Account OB60050	Fundadminstration Inc F/B/O Oasis Global FX Limited	WF 0957	11/16/16	\$ 1,000,000.00
Oasis Global FX Limited Account OB60050	Fundadminstration Inc F/B/O Oasis Global FX Limited	WF 0957	12/02/16	300,000.00
Total Disbursements to Oasis Global FX Limited Account				1,300,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	BOA 9550	01/18/17	300,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	BOA 9550	03/03/17	525,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	BOA 9550	03/20/17	800,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	BOA 9550	03/30/17	100,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	06/01/17	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	07/20/17	750,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	07/25/17	1,000,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	08/03/17	1,000,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	08/11/17	750,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	09/06/17	1,000,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	11/01/17	750,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	01/18/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	01/25/18	2,500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	02/16/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	03/01/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	03/15/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	03/20/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	03/23/18	1,000,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	03/28/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	04/04/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O Oasis Global FX S.A.	Citi-0764	04/05/18	500,000.00

COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LIMITED, ET AL
Case No. 8:19-cv-00886-VMC-SPF
United States District Court
Middle District of Florida
Tampa Division

ATC Brokers Ltd Transfers from Oasis Entities

Source: Bank Records

ATC Account	Transferring Bank Account	Bank ID	Date	Amount
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	04/24/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	04/30/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	05/16/18	50,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	05/18/18	50,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	06/01/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	06/12/18	300,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	07/02/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	07/10/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	07/17/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	07/19/18	250,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	08/08/18	200,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	08/16/18	300,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	08/24/18	200,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	09/04/18	100,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	09/11/18	200,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	10/31/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	11/13/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	11/30/18	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	03/05/19	500,000.00
Oasis Global FX, S.A. Account OB60055	Fundadminstration Inc F/B/O	Citi-0764	04/04/19	500,000.00
Total Disbursements to Oasis Global FX, S.A. Account				20,625,000.00
Total Disbursements to ATC Brokers Ltd				21,925,000.00