

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

BURTON W. WIAND, as Receiver for
OASIS INTERNATIONAL GROUP,
LTD.; OASIS MANAGEMENT, LLC;
AND SATELLITE HOLDINGS
COMPANY,

Plaintiff,

Case No.

v.

CLARK ASSET MANAGEMENT
CO. and DOUGLAS B. CLARK,

Defendants.

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COMPLAINT

Burton W. Wiand (the “**Receiver**”), as Receiver for Oasis International Group, Limited; Oasis Management, LLC; and Satellite Holdings Company (collectively, the “**Oasis Entities**”), by and through his undersigned counsel, hereby files suit against Clark Asset Management Co. (“**CAM**”) and Douglas B. Clark (“**Clark**”) and alleges as follows:

INTRODUCTION

1. On April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**” or “**Commission**”) filed an enforcement action 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**”) (the “**CFTC Defendants**”) and (2) relief defendants Mainstream Fund Services, Inc., (now known as Fundadministration, Inc. (“**Fundadministration**”); 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**”) (the “**CFTC Relief Defendants**” and, collectively with the CFTC Defendants, the “**Receivership Defendants**”). See *C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla.) (the “**CFTC Action**”).

2. The CFTC alleged that the CFTC Defendants have engaged, are engaging, or are about to engage in acts and practices in violation of Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4o(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Commodity Exchange Act (the “**CFTC Act**”), 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6(k)(2), 6m(1), 6o(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and Commission Regulations (“**CFTC Regulations**”) 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and

5.3(a)(2), 17 C.F.R. § 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), 5.3(a)(2) (2018). Accordingly, the Commission brought the CFTC Action pursuant to Section 6c of the CFTC Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the CFTC Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin the CFTC Defendants’ “unlawful acts and practices, to compel their compliance with the [CFTC] Act and the [CFTC] Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity.” (CFTC Action Doc. 1 ¶¶ 5, 7.)

3. Also on April 15, 2019, the court supervising the CFTC Action (the “**Receivership Court**”) entered a temporary order appointing the Receiver. (CFTC Action Doc. 7.) The Receivership 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 14 ¶ 32 & 15 ¶ 30.b.) It also imposed a temporary injunction against the Receivership Defendants and froze their assets. (*Id.* at 19.) Subsequently, each Receivership Defendant either defaulted or consented to the entry of a preliminary injunction. (*See* CFTC Action Docs. 35, 43, 44, 82, 85, 172, 174-77.)

4. On July 11, 2019, the Receivership Court entered a Consolidated Receivership Order (CFTC Action Doc. 177 (the “**Consolidated Order**”)), which combined and superseded two prior orders (CFTC Action Docs. 7 & 44) and is now the operative document governing the Receiver’s activities. The Receivership 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 [CFTC] Defendants and/or [CFTC] Relief Defendants.” (CFTC Action Doc. 177 at 2.) The Receivership Court also expressly 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.).

5. The CFTC Action is stayed to protect an ongoing criminal investigation into the CFTC Defendants’ activities by the Department of Justice through the United States Attorney’s Office for the Middle District of Florida. As explained below, CFTC Defendant Anile has pleaded guilty to several felonies based, in relevant part, on his operation of the Oasis Entities as a classic Ponzi scheme. He has since begun serving a 10-year prison sentence. CFTC Defendant DaCorta was found guilty by a jury based on his fraudulent operation of the Oasis Entities. He is awaiting sentencing on July

27, 2022. Anile and DaCorta are hereinafter referred to collectively as the “**Insiders.**”

6. The Receiver’s activities under the Consolidated Order are exempt from the stay. (*See* CFTC Action Doc. 228.) As such, on February 28, 2020, the Receiver moved the Receivership Court to authorize his filing of “clawback” litigation and to retain additional counsel to assist with the litigation, which motion the Receivership Court granted. (CFTC Action Doc. 237.) The Receiver files this Complaint pursuant to that express authority, the Consolidated Order, the principles governing equity receiverships, and pertinent law, including the Florida Uniform Fraudulent Transfer Act, Fla. Stat. § 726.101, *et seq.* (“**FUFTA**”). Unlike most clawback defendants, the Receiver has additional claims against CAM and Clark due to their assistance to the Insiders of OIG.

7. The Receiver brings this action to recover money transferred to CAM and Clark by the Insiders through or on behalf of the Oasis Entities (or their fund administrator) as part of and in furtherance of the Oasis fraudulent scheme and because CAM and Clark did not provide equivalent value for the funds received and cannot satisfy the statutory “good faith” defense applicable to fraudulent transfers.

8. The Receiver is entitled to recover the transfers, which are set forth in **Exhibit 1**, under governing and well-settled law. The transactions

typically occurred by check or wire transfer, and the Receiver possesses the underlying documentation. Because that documentation contains personal financial information, it is not attached to this Complaint, but courts have repeatedly held that the information in Exhibit 1 satisfies the pleading requirements for fraudulent transfers under the Federal Rules of Civil Procedure.

JURISDICTION AND VENUE

9. This Court has personal jurisdiction over CAM and Clark because both are residents of the Middle District of Florida, and also pursuant to 28 U.S.C. § 754 and 28 U.S.C. § 1692, which provide jurisdiction over receivership property, including money and the individuals in possession of that money, and authorize nationwide service of process. The Receiver has complied with the statutory requirements.

10. The Court has subject matter jurisdiction over this action pursuant to 7 U.S.C. § 13a-1, 28 U.S.C. § 754, and principles of ancillary or supplemental jurisdiction under 28 U.S.C. § 1367. The Receiver brings this Complaint to accomplish the objectives of the CFTC Action and the Consolidated Order and its predecessors, and this matter is thus ancillary to the Receivership Court's exclusive jurisdiction over the receivership estate.

11. Venue in this District and Division is proper under 28 U.S.C. § 754 and 28 U.S.C. § 1692, as this proceeding is ancillary to the CFTC

Action pending in this Division, and the Receiver was appointed in this District.

PARTIES AND RELATED INDIVIDUALS AND ENTITIES

12. Burton W. Wiand is the duly appointed and acting Receiver for the Oasis Entities and other Receivership Defendants.

13. Clark Asset Management Co. (as noted above, “**CAM**”) was a Florida for-profit corporation formed in Florida on or about November 4, 1999. It was administratively dissolved on September 28, 2012. CAM was founded by Clark and was the alter ego of Clark. Clark exercised total control over CAM.

14. Douglas Bruce Clark (as noted above, “**Clark**”) is a resident of Sanford, Florida. He was first registered in the securities industry in 1976, and was last associated with Kingsview Asset Management, LLC in 2016. Clark is a former registered investment advisor with a record of five customer complaints and four customer settlements. He is a professional who knows the laws, rules, and standards of the securities and investment industry. Clark has known DaCorta for more than a decade. Previously he assisted DaCorta in raising funds for a prior fraudulent scheme and knew of DaCorta’s history of failed investment ventures. He assisted DaCorta and Anile, directly or indirectly, in onboarding investors to invest in the Oasis scheme. For example, Clark helped investors complete 401(k) and IRA

documents and was instrumental in the purchase of investments by numerous Oasis investors.

15. Oasis International Group, Limited (as noted above, “**OIG**”) is a corporation formed in the Cayman Islands by DaCorta, Anile, and Montie, who were **OIG**’s members – *i.e.*, owners. **OIG** acted as a commodity pool operator by soliciting, receiving, and accepting funds purportedly for 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. In truth, very little trading occurred, and almost all money allocated for that purpose was lost. **OIG** was not registered with the Commission in any capacity.

16. **OIG** is a creditor of, at minimum, the Insiders under pertinent fraudulent transfer law. **OIG** is entitled to the relief sought in this Complaint because it had innocent shareholders during the scheme. Specifically, at least six innocent shareholders owned a portion of the company’s common stock when it was formed. They were unaware of the CFTC Defendants’ wrongdoing. Eventually, more than 60 individuals and/or entities became preferred shareholders in **OIG**, and nearly all of them were similarly unaware of the CFTC Defendants’ wrongdoing. The Consolidated Order and its predecessors subsequently transferred control of **OIG** to the

Receiver, who has also executed documents to convey ownership from DaCorta and Anile, among others. As such, the Receiver now both owns and controls OIG, and is thus entitled to damages and the return of fraudulently transferred funds.

17. DaCorta was a resident of Lakewood Ranch, Florida (where he lived in a lavish home purchased entirely with investor funds). DaCorta co-founded OIG in 2013. At all relevant times, he was a principal shareholder and director of OIG. He was also the chief executive officer and the chief investment officer and opened and was the sole signatory on Oasis Management's bank accounts. As noted above, DaCorta was convicted of conspiracy to commit wire and mail fraud, money laundering, and filing a false income tax return in connection with the Oasis Ponzi scheme. *See United States v. Michael J. DaCorta*, Case No. 8:19-cr-605-WFJ-CPT (M.D. Fla 2019). A copy of the press release from the Department of Justice detailing DaCorta's conviction is attached as **Exhibit 2**.

18. DaCorta previously owned other businesses – Strata Capital, Inc. and DaCorta Group, Inc. d/b/a International Currency Traders, Ltd. (“ICT”). ICT failed, and its trading accounts were terminated, causing massive losses for its customers. As a result of a 2010 settlement with the National Futures Association, DaCorta was prohibited from further foreign exchange (“forex”) and commodities transactions. Clark participated in ICT by raising funds for

DaCorta's failed venture, and acted as an "associated person" for ICT who solicited customers for and referred business to ICT without being registered as an associated person for ICT.

19. On January 7, 2010, DaCorta filed a Chapter 7 petition in the United States Bankruptcy Court for the Southern District of New York. He listed almost \$600,000 in debt, including delinquent credit card payments and unpaid property taxes. On April 9, 2014 (years after DaCorta began this scheme), a foreclosure action was filed against DaCorta with respect to property he owned in New York. *See Goshen Mortgage LLC v. DaCorta et al.*, Case No. 03-2014-50105 (N.Y. Sup. Ct. 2014). All or almost all this information was available to the public and thus to DaCorta's business partners, including CAM and Clark.

20. Anile was a resident of Sarasota, Florida (where he too lived in a lavish home purchased entirely with investor funds). Anile co-founded OIG with DaCorta and was its president as well as a principal shareholder and director. Anile controlled OIG's bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity. As noted above, Anile has already begun serving a 10-year prison sentence. *See United States v. Joseph S. Anile II*, Case No. 8:19-cr-334-35CPT (M.D. Fla

2019). A copy of the press release from the Department of Justice detailing Anile's conviction is attached as **Exhibit 3**.

21. Clark was an investment professional who, at the time he began working with Oasis, had 40 years of experience in the securities industry. He was familiar with the legal requirements and standards of the securities industry. He had a duty to review the relevant operations of Oasis, its principals, its financial condition, and its investment history. At best, CAM and Clark aided in making false representations to many investors for years without heeding any of the numerous red flags would have revealed the fraud underlying this Ponzi scheme. At worst, CAM and Clark knew of the fraud but chose to participate in the scheme in order to enrich themselves to the detriment of OIG and its creditors.

22. Finally, the Oasis Entities used a company called Fundadministration, Inc. (hereinafter, "**Fundadministration**") to receive and disburse funds for the Oasis entities. Fundadministration transferred Oasis funds at the direction of DaCorta and Anile and transferred all funds identified in this Complaint at the direction of DaCorta and Anile to CAM and Clark.

FACTS COMMON TO ALL CAUSES OF ACTION

23. CAM, Clark, the Insiders, and the other CFTC Defendants defrauded investors through the Oasis Entities. No investor in the Oasis

Entities received actual profits from forex trading because there were none. All purported trading gains were fabricated and fictitious because, among other reasons, the Oasis Entities only transferred approximately \$19 million to their trading firm, and that firm never made any transfers back to the Oasis Entities (or their fund administrator). When the scheme collapsed, the trading firm held approximately \$2 million. In contrast, investors believed their accounts were collectively worth more than \$100 million. Many investors never received any transfers from the Oasis Entities, or they received transfers in an amount that was less than the amount they invested. As such, each of those investors suffered a net loss.

24. Whether characterized as interest, principal, trading gains, spread income, referral fees or any other label, All transfers to CAM, Clark, and investors were funded exclusively with money stolen from other investors. CAM, Clark, and the Insiders operated the Oasis Entities as a classic Ponzi scheme. *See, e.g., Wiand v. Lee*, 753 F.3d 1194, 1201 (11th Cir. 2014) (“A Ponzi scheme uses the principal investments of newer investors, who are promised large returns, to pay older investors what appear to be high returns, but which are in reality a return of their own principal or that of other investors.”).

25. As set forth in Exhibit 1, CAM and Clark received \$120,000.00 in false profits and transfers. The Receiver seeks to avoid all transfers under

FUFTA because CAM and Clark cannot satisfy the statutory “good faith” and equivalent value affirmative defense. In the alternative, the Receiver seeks disgorgement of the transfers pursuant to an equitable claim of unjust enrichment.

26. CAM, Clark, and the Insiders operated the Oasis Entities as a common enterprise.

A. The Insiders Operated the Oasis Entities as a Ponzi Scheme

27. From as early as 2011 through April 2019, CAM, Clark, the Insiders, and others conspired to raise millions of dollars from approximately 700 investors on behalf of one or more of the Oasis Entities through the offer and sale of unregistered securities in the form of partnership interests and later promissory notes as part of a continuous Ponzi scheme (the “**scheme**”).

28. In relevant part, CAM and Clark, along with the Insiders and others, represented to investors and potential investors that their money would be used to trade forex contracts and to generate “spread income” by matching trades. CAM, Clark, the Insiders, and others guaranteed investors that the Oasis Pools would earn substantial income and, in fact, could not lose money using this purported strategy. More specifically, CAM, Clark, the Insiders, and others made 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; (e) returns were from profitable trading; (f) the Oasis Pools were “no risk” investments; (g) investors would receive additional returns by referring other investors; and (h) investments were secured by \$15-\$16 million in real estate owned by OIG. Investors transferred money to the Oasis Entities based on those representations.

29. The representations, however, were patently false, because (a) tens of millions of dollars raised were used for Ponzi payments and unauthorized personal and business expenses; (b) investor returns were completely fraudulent and funded by Ponzi 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 purported spread income; (e) returns were not from profitable trading, but were, again, Ponzi payments of new investor money repaying older investors; (f) the Oasis Pools were high-risk investments that had a leverage ratio of 100:1; (g) investors’ referral fees were, again, Ponzi payments of new investor money paying older investors; and (h) investments were not secured by \$15–\$16 million in real estate owned by OIG.

30. In truth, the Oasis Entities derived their assets from investors’ principal investments, which were pooled and commingled in common

accounts, including a single trading account. Specifically, the Receiver's forensic accountants have conducted a preliminary analysis of the principal bank account (0764 – the “**Account**,” from which CAM received its transfers) through which the Insiders (via the Oasis Entities and their fund administrator) conducted transactions worth tens of millions of dollars to perpetrate and perpetuate the scheme. According to that preliminary analysis:

- the sole source of inflows to the Account appears to have been money, directly or indirectly, from defrauded investors;
- the Insiders (acting through Oasis Entities and their fund administrator) transferred more than \$19 million from the Account (and approximately only \$21.4 million in total) to ATC Brokers Ltd. (“**ATC**”) – a company organized in the United Kingdom through which fraudulent and unprofitable trading occurred (as mentioned above, the Oasis Entities' ATC account only contained approximately \$2 million when the scheme collapsed);
- ATC never transferred any money back to the Account, which is reflected in both the fund administrator's and ATC's records – in other words, there were no profits;
- nevertheless, the Insiders and their fund administrator transferred millions of dollars from the Account to themselves, other CFTC Defendants, CAM, Clark, and other wrongdoers;
- the Insiders and their fund administrator also transferred millions of dollars from the Account to CFTC Relief Defendants and others to buy real estate (in which certain CFTC Defendants resided at the investors' expense) and gold and silver, which transactions were inconsistent with OIG's stated purpose; and finally
- the Insiders and their fund administrator transferred millions of dollars to investors from the Account, despite the lack of any trading profits from ATC.

In other words, the Insiders and their fund administrator used investor money to make payments to other investors without ever processing any actual trading profits. Again, that is the definition of a Ponzi scheme.

31. An examination of daily records further illustrates the scheme. For example, on January 7, 2019 (only weeks before the CFTC terminated this fraud), the opening balance of OIG “Account -8346” was \$5,228,038.91. (In comparison, OIG owed investors more than \$100 million, according to its records.) Fundadministration received a \$1 million wire from two investors (who, according to the Receiver’s records, lost approximately \$942,000 in the scheme) and immediately used that money (and more) to make 52 transfers to other investors, sales agents, and insiders. After these transfers, the balance of Account -8346 was \$4,971,382.51. (See **Exhibit 4**.) The balance of Account -8346 at the end of January 7, 2019 was lower than the balance at the beginning of that day, and this pattern repeated itself until the CFTC terminated the fraud.

32. These (and all other) transfers that the Insiders caused the Oasis Entities and their fund administrator to make to investors were paid from the fruits of the scheme. Payment of the funds was an integral part of the continuation of the scheme. Specifically, investors were paid almost exclusively from: (1) principal investment money from new investors;

(2) existing investors' principal investment money; and (3) additional principal investment money from existing investors.

33. These distributions were not distributions of actual trading gains or of the recipients' principal investments. Indeed, there were no actual trading gains. All the money transferred to ATC (which was only a fraction of the money raised) was lost with the exception of approximately \$2 million that was frozen and seized by the Department of Justice in cooperation with the United Kingdom's National Crime Agency.

34. Because the "account statements" and investor website did not reflect the true nature of the Insiders' and the Oasis Entities' activities, by intentionally and wrongfully causing the Oasis Entities to pay those amounts to investors, the Insiders improperly diverted assets of the Oasis Entities to both perpetrate and perpetuate the scheme.

35. The Oasis Entities were harmed by this unauthorized course of conduct, which was effectuated by CAM, Clark, the Insiders, and other CFTC Defendants through the Oasis Entities in furtherance of the scheme. This conduct dissipated assets of the Oasis Entities.

36. The negative cash flow of the Oasis Entities made the eventual collapse of the scheme inevitable.

B. CAM and Clark Sold Unregistered Securities and Collected Illegal Commissions

37. In addition to telling potential investors that they would be participating in an investment that yielded a 20% annual return in the past and was currently yielding more than 17%, CAM, Clark, and others told investors that they could receive referral fees based on investments of victims they brought to OIG or Satellite Holdings. This was transaction-based compensation resulting from successful sales of notes to new investors, and the compensation would continue as long as the investors maintained their investments with OIG or Satellite Holdings.

38. Primarily as a result of these activities, the scheme raised tens of millions from investor-victims. In addition to violating the CFTC Act and CFTC Regulations, this conduct constituted a massive distribution of unregistered securities in the form of “promissory notes” issued by OIG, Satellite Holdings, and Oasis Management. This unregistered offering was conducted in violation of Section 5 of the Securities Act and similar provisions of most state Blue Sky laws where the promissory notes (as well as preferred stock and limited partnership interests) were sold. There is no exemption from registration available for the sale of these securities, and the perpetrators of this scheme never attempted to qualify for any exemption. The compensation for referrals is nothing but commissions paid to numerous

individuals in violation of Section 15 of the Securities Exchange Act as well as most state Blue Sky laws. No entity involved with this scheme was registered as a securities broker-dealer. Clark formerly was registered as an investment advisor until 2016, and received training regarding the laws and regulations described above.

39. Had the other perpetrators of this scheme complied with the registration provisions of the Securities Act or qualified for an exemption from federal and state registration laws, the investors would have, at minimum, been provided with the following information: (1) financial statements revealing the Oasis Entities' insolvency and lack of income; (2) trading records showing that only a small amount of invested money was ever traded, and all trading was unprofitable; (3) DaCorta's sordid financial background, banishment from the commodities industry, and history of failed businesses; (4) the misappropriation of millions of dollars by the CFTC Defendants through the CFTC Relief Defendants and others, including purchases of gold and silver, real estate for personal use, luxury automobiles, etc.; and (5) the true source of payments to investors – money stolen from other investors to perpetrate a Ponzi scheme.

40. All the matters listed above are material to any investor or potential investor. It is unlikely that anyone would have invested had they been dealt with honestly. Failing to disclose these matters is prohibited by

Section 17 of the Securities Act and Section 10 of the Securities Exchange Act and the Blue Sky laws of various states.

41. All transactions completed by CAM and Clark were therefore subject to rescission under state and federal securities laws.

42. For their efforts, CAM and Clark received the transfers identified in Exhibit 1, generally by check or wire transfer. Each payment listed in the exhibit was deposited into an account owned by CAM or otherwise made payable to CAM, according to the Oasis Entities' books and records and available bank statements. Clark was a subsequent transferee of the funds transferred to CAM. While CAM and Clark profited, all but a few of the investors in the Oasis Entities lost money.

COUNT I

**Florida Statutes § 726: Uniform Fraudulent Transfer Act
(Against CAM and Clark)**

43. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 42.

44. Because the Insiders intentionally and wrongfully caused the transfer to CAM and Clark of investors' commingled principal investment money as identified in Exhibit 1 under the circumstances alleged in this Complaint, the Oasis Entities, through the Receiver, have a right to repayment of at least that amount from CAM and Clark.

45. In light of this right to repayment (and independently because the Insiders' conduct alleged in this Complaint with respect to the Oasis Entities amounted to embezzlement, breach of fiduciary duty, breach of contract, fraud, and/or other violations of law), the Oasis Entities have a claim against the Insiders and are creditors of the Insiders under FUFTA. Accordingly, the Insiders are debtors under that act. All funds were transferred to Clark and his alter ego CAM, which was totally owned and controlled by Clark. Those transfers must be avoided.

46. The transfers that the Insiders caused the Oasis Entities to make to CAM and Clark were inherently fraudulent because the transfers were made as part of the scheme.

47. Although CAM was dissolved in 2012, Clark continued to operate CAM and received funds from the Oasis Entities directly or indirectly through a non-existent company.

48. Those transfers were fraudulent under Florida Statutes § 726.105(1)(a) because the Insiders caused Oasis Entities (directly or through their fund administrator) to make the transfers to CAM and Clark with actual intent to hinder, delay, or defraud creditors of the Insiders and/or the Oasis Entities.

49. Those transfers to CAM and Clark also were fraudulent under Florida Statutes § 726.105(1)(b) because (a) the Insiders caused Oasis

Entities to make those transfers; and (b)(i) the Insiders and the Oasis Entities were engaged or were about to engage in a business or transaction for which their remaining assets were unreasonably small in relation to the business or transaction; or -(ii) the Insiders intended that they and/or the Oasis Entities incur, or believed or reasonably should have believed they would incur, debts beyond their ability to pay as they became due.

50. Those transfers also were fraudulent under Florida Statutes § 726.106(1) because neither the Insiders nor the Oasis Entities received a reasonably equivalent value in exchange for the transfers to CAM and Clark, and the Insiders and the Oasis Entities were insolvent at all relevant times.

51. The transfers also were fraudulent because they were made by DaCorta and Anile as an integral part of their scheme and were compensation to Clark for his efforts in bringing innocent defrauded investors into the Oasis scheme. The payments were made to defraud.

52. None of Clark's activities provided equivalent value as they were done solely to lure in innocent investors and to accomplish the sale of unregistered securities, all of which by state and federal law were subject to rescission.

53. On behalf of the Oasis Entities from which money was transferred to CAM and Clark as identified in Exhibit 1, the Receiver is entitled to avoid and recover all transfers as alleged in this Complaint that

the Insiders caused Oasis Entities to transfer to CAM and Clark (and to any other pertinent remedy, including those available under Florida Statutes § 726.108).

54. Because CAM and Clark cannot satisfy the statutory affirmative defenses to claims under Florida Statutes § 726.105(1)(a), the Receiver is entitled to recover all transfers to CAM and Clark as identified in Exhibit 1 in the amount of \$120,000.00.

55. On behalf of the other Oasis Entities, the Receiver is entitled to avoid and recover those transfers because (i) money was commingled among the Oasis Entities and (ii) the Insiders used the Oasis Entities as a single, continuous scheme.

WHEREFORE, the Receiver asks this Court to enter judgment against CAM and Clark avoiding transfers from the Oasis Entities as set forth in Exhibit 1, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT II
Unjust Enrichment
(Against CAM and Clark)

56. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 42.

57. This unjust enrichment claim is asserted in the alternative, in the event the statutory remedy asserted in Count I does not provide an adequate remedy at law.

58. CAM and Clark received a benefit when, during the course of the scheme, the Insiders wrongfully caused Oasis Entities to transfer money to them as set forth in Exhibit 1.

59. CAM and Clark knowingly and voluntarily accepted and retained a benefit in the form of those transfers.

60. The circumstances alleged in this Complaint render CAM's and Clark's retention of that benefit inequitable and unjust, including to the investors of the Oasis Entities as a whole, so CAM and Clark must pay the Receiver, acting on behalf of the Oasis Entities, the value of the benefit received.

61. CAM and Clark have been unjustly enriched at the expense of the Oasis Entities (and, ultimately, their investors) in the amount of the transfers set forth in Exhibit 1, and the Oasis Entities, through the Receiver, are entitled to a judgment in those amounts.

62. The Receiver, on behalf of the Oasis Entities, is entitled to the return of that money through disgorgement or any other applicable remedy.

WHEREFORE, the Receiver asks this Court to enter judgment against CAM and Clark in the amount of the transfers set forth in Exhibit 1, together

with interest and costs, and for such other and further relief as the Court may deem just and proper.

COUNT III
Aiding and Abetting Breaches of Fiduciary Duty
(Against CAM and Clark)

63. The Receiver re-alleges each and every allegation contained in Paragraphs 1 through 42.

64. Anile and DaCorta owed fiduciary duties of care, loyalty, and good faith to OIG and the other Oasis Entities as their owners, directors, and officers.

65. OIG and the other Oasis Entities reposed trust and confidence in Anile and DaCorta, who had influence over the Oasis Entities.

66. Anile and DaCorta also had superior knowledge of, and access to, OIG's and the other Oasis Entities' records and operations.

67. They indisputably breached those duties by engaging in the criminal conduct described in this Complaint. CAM and Clark knew of or were willfully blind to that activity despite Clark's being a former registered investment advisor with decades of experience in the securities industry.

68. CAM and Clark substantially assisted Anile's and DaCorta's breaches of fiduciary duty by, without limitation, failing to report their actions, and facilitating investments in the Oasis Entities by additional investors, thereby assisting the growth of the Ponzi scheme exponentially.

69. As a direct and proximate result of the above, OIG and the other Oasis Entities suffered damages, which likely exceed \$50 million.

WHEREFORE, the Receiver asks this Court to enter judgment against CAM and Clark in an amount to be determined at trial, together with interest and costs, and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ Lawrence J. Dougherty

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