

**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. 8:22-cv-01512-KKM-TGW

v.

CLARK ASSET MANAGEMENT  
CO. and DOUGLAS B. CLARK,

Defendants.

**RECEIVER'S MOTION FOR DEFAULT JUDGMENT AGAINST  
DEFAULTED DEFENDANTS CLARK ASSET MANAGEMENT CO.  
AND DOUGLAS B. CLARK**

The plaintiff Burton W. Wiand, as Receiver for Oasis International Group, Ltd.; Oasis Management, LLC; and Satellite Holdings Company (the "**Receiver**"), through his undersigned counsel and pursuant to Federal Rule of Civil Procedure 55(b)(2) and Local Rule 1.10(c), moves the Court for entry of default judgments against the defendants Douglas B. Clark ("**Clark**") and Clark Asset Management ("**CAM**") (collectively "**Defaulted Defendants**"), each in the amount of \$120,000.00 plus prejudgment interest beginning from the date of each fraudulent transfer through October 31, 2022 in the amount

of \$26,092.90 and continuing thereafter at a per diem rate as a decimal of .000130137, and states in support as follows:

***Executive Summary***

The Receiver’s Complaint (Doc. 1) asserted three claims against the Defaulted Defendants: Count I – Florida Uniform Fraudulent Transfer Act (“**FUFTA**”); in the alternative to Count I, Count II – Unjust Enrichment; and Count III – Aiding & Abetting Breaches of Fiduciary Duty. The Receiver asserted these claims on behalf of Oasis International Group, Ltd., Oasis Management, LLC, and Satellite Holdings Company (collectively, the “**Receivership Entities**”) to recover money transferred to the Defaulted Defendants through or on behalf of the Receivership Entities in furtherance of a Ponzi scheme.

As explained in the Complaint and throughout this Motion, the Defaulted Defendants profited from the scheme by helping to onboard investors to Oasis. Clark was a former securities industry professional for four decades who was exposed to that industry’s laws, rules, and standards. Prior to Oasis, Clark had worked with Oasis founder and director Michael DaCorta, helping DaCorta raise funds for another failed scheme. By assisting DaCorta with Oasis, Clark and CAM also assisted and abetted DaCorta’s criminal acts (discussed further below) and DaCorta’s breaches of his fiduciary duties to the Receivership Entities.

Therefore, the Defaulted Defendants' receipt of the transfers from the Receivership Entities violated FUFTA §§ 726.105(1)(a), 726.105(1)(b), and 726.106(1), equitable principles of unjust enrichment; and aided and abetted the Oasis directors' breaches of their fiduciary duties. Thus, the Receiver is entitled to default judgments against the Defaulted Defendants for claims under FUFTA, unjust enrichment, and aiding and abetting breaches of fiduciary duty, in Counts I, II, and III respectively, to recover the transfers. See Compl. Doc. 1 ¶¶ 43–69.

### ***Procedural and Factual Background***

#### **A. The Ponzi Scheme & the Receiver's Appointment**

On April 15, 2019, the Receiver was appointed by the Court presiding over *C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla.) (the “**Receivership Case**,” cited as “**CTFC Doc.**”), as the Receiver for the Receivership Entities, and was subsequently reappointed in a consolidated order. See Consolidated Receivership Order at p. 2, attached as **Exhibit 1**. Pursuant to the Consolidated Receivership Order, the Receiver is authorized, empowered, and directed to:

...investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate. The Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission

and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order.

*See* Ex. 1 ¶ 44. This action was commenced against the Defaulted Defendants on July 1, 2022, under the authority of the orders appointing the Receiver. *See* Ex. 1 ¶ 3; Doc. 1.

In the Receivership Case, the Commodity Futures Trading Commission (“**CFTC**”) filed an enforcement action against the Receivership Entities, Michael J. DaCorta (“**DaCorta**”), Joseph S. Anile, II (“**Anile**”), Raymond P. Montie, III (“**Montie**”) (collectively, the “**Insiders**”), and others for their involvement in a classic Ponzi scheme violative of the CFTC Act and CFTC Regulations. *See* CFTC Doc. 1 Compl. ¶¶ 1-2. Although investors were promised that Oasis’ proprietary foreign-exchange “market making” would generate them 1% monthly interest with no risk to capital, as well as a bonus in the form of “spread pay,” any proceeds they received were only the investments of other investors. In a separate criminal action, Anile pleaded guilty to three counts involving the Ponzi scheme and admitted making false and fraudulent representations to victim investors to persuade them to wire funds to be traded in the foreign exchange market when, in fact, only a portion of the funds were used for such trading and the balance was used to make Ponzi-style payments to perpetuate the scheme. Anile was sentenced to 10 years in federal prison. Doc. 1-3.

In another separate criminal action, DaCorta was similarly indicted and was convicted on May 5, 2022 of conspiracy to commit mail fraud and wire fraud, money laundering, and filing a false income tax return. Doc. 1-2. On October 20, 2022, DaCorta was sentenced to 23 years in prison and ordered to pay \$53,270,336.08 in restitution. Doc. 234, *United States v. DaCorta*, 8:19-cr-00605-WFJ-CPT.

As noted above, Anile has admitted the fraudulent nature of the scheme:

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.

*United States v. Anile*, 8:19-cr-00334-MSS-CPT, Doc. 19 at 26–28 (emphasis added).

The Receivership 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 conducted a preliminary analysis of the principal bank account through which the Insiders (via the Receivership Entities and their fund administrator) conducted transactions worth tens of millions of dollars in connection with the scheme and discovered that:

- the sole source of inflows to the account appears to have been money, directly or indirectly, from defrauded investors;
- the Insiders (acting through Receivership Entities and their fund administrator) transferred more than \$18 million from the account (and approximately only \$21.4 million in total) to ATC Brokers Ltd. (“ATC”) – a company based in the United Kingdom through which fraudulent and unprofitable trading occurred;
- 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 the CFTC Defendants 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), gold and silver, which transactions were inconsistent with the receivership entity's stated purpose; and finally

- the Insiders and their fund administrator transferred millions of dollars to investors from the account, including the Defaulted Defendants here, 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. Doc. 1 ¶ 30.

Through the Consolidated Receivership Order, the Court authorized and directed the Receiver to prosecute actions to recover Receivership Property (as defined therein).<sup>1</sup> This action was commenced against the Defaulted Defendants on July 1, 2022, under the authority of the orders appointing the Receiver. *See* Exhibit 1; Doc. 1 ¶ 4.

### **B. The Receiver's Claims Against Defaulted Defendants**

Following his appointment, the Receiver initiated this action against the Defaulted Defendants to recover money transferred to each defendant through or on behalf of the Receivership Entities involved in the Ponzi scheme. The

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<sup>1</sup> Specifically, the Court found that entry of the Consolidated Receivership 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.” *See C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.), 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 be in his discretion, and in consultation with the CFTC’s counsel, be advisable or proper to recover and/or conserve Receivership Property.” *Id.* ¶ 43.

Complaint alleges that Defaulted Defendants participated in this activity by receiving thousands of dollars in fraudulent transfers in the form of illegal commissions through their work onboarding investors in the Oasis scheme. Despite four decades of experience in the securities industry, Clark and CAM made false representations to investors and ignored the numerous red flags attendant to the Ponzi scheme. Doc. 1 ¶¶ 13–14, 21, 24–42.

In Count I of the Complaint, the Receiver asserts claims against Defaulted Defendants under three provisions of FUFPA: Section 726.105(1)(a), which codifies claims under a theory of “actual fraud,” the constructive fraud provision of § 726.105(1)(b); and § 726.106(1). In Count II, the Receiver asserts, in the alternative to the FUFPA claims, a claim for unjust enrichment. In Count III, the Complaint pleads the Defaulted Defendants’ aiding and abetting of the Insiders’ breaches of fiduciary duties to the Receivership Entities of which the Insiders were directors and officers. These claims are based on the payments made to Defaulted Defendants by or on behalf of the Receivership Entities as set forth in the Complaint.

Following commencement of this case, a copy of the Complaint and the Summons were served on Defaulted Defendant CAM in accordance with Rule 4(c) of the Federal Rules of Civil Procedure and Defaulted Defendant Clark waived service of process. See Affidavit of Receiver, attached hereto as **Exhibit 2**. The referenced Proof of Service and waiver pertaining to the



Defaulted Defendants were filed with the Court. Ex. 2 ¶ 7. The Defaulted Defendants were required to file a responsive pleading and failed to do so, resulting in entry of clerk's defaults. Ex. 2 ¶¶ 8, 10. Upon information and belief, neither of the Defaulted Defendants is an infant, an incompetent person or an active duty member of the U.S. Military. Ex. 2 ¶¶ 11–12. The Receiver seeks recovery of a sum certain against each Defaulted Defendant plus prejudgment interest beginning from the date of each false profit distribution through October 31, 2022 and continuing thereafter at a per diem rate as a decimal of .000130137, as shown in the spreadsheet attached to the Receiver's affidavit.

### *Argument*

On a motion for default judgment under Rule 55(b)(2) of the Federal Rules of Civil Procedure, the Court accepts as true the facts alleged in the Complaint and the defaulting party is deemed to have admitted all well-pleaded facts for liability purposes. *Us Claims OPCO LLC v. Acosta*, 2015 U.S. Dist. LEXIS 129281 (M.D. Fla. 2015) (citing *Buchanan v. Bowman*, 820 F.2d 359, 361 (11th Cir. 1987)). Here, because the admitted well-pleaded facts establish the Receiver's claims against the Defaulted Defendants, he is entitled to relief. *Id.* (citing *Tyco Shandong Airlines Co. v. CAPT, LLC*, 650 F. Supp. 2d 1202, 1206 (M.D. Fla. 2009)).

#### **A. Count I - FUFTA**

**i. The Receiver is entitled to a default judgment on his FUFTA claim under an actual fraud theory.**

The Complaint alleges that the Insiders are debtors who caused the Receivership Entities to make fraudulent transfers to the Defaulted Defendants, who are thus transferees under FUFTA. Doc. 1 ¶ 45. The Receiver is a creditor of the debtors and thus has a right to recover those transfers on behalf of the Receivership Entities. *Wiand v. Lee*, 753 F.3d 1194, 1202 (11th Cir. 2014). The Eleventh Circuit has expressly approved of this manner of alleging fraudulent transfer claims in receiverships arising from Ponzi schemes:

Under FUFTA's actual fraud provision, a "transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation: (a) [w]ith actual intent to hinder, delay, or defraud any creditor of the debtor..." Fla. Stat. § 726.105(1)(a). The statute requires "[1] a creditor to be defrauded, [2] a debtor intending fraud, [3] and a conveyance of property which is applicable by law to the payment of the debt due." *Johnson v. Dowell*, 592 So. 2d 1194, 1196 (Fla. 2d DCA 1992). A "creditor" is "a person who has a claim," and "claim" is broadly defined as "a right to payment, whether or not the right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured." Fla. Stat. § 726.102(4), (3). A fraudulent transfer must be of an "asset," which is defined as any "property of a debtor," excluding certain narrow exceptions. Fla. Stat. § 726.102(2)....

Under *Lehmann*, the Receiver has standing to sue on behalf of the receivership entities because they were harmed by Nadel when he transferred profits to investors, such as the Lee Defendants, from

the principal investments of others for the unauthorized purpose of continuing the Ponzi scheme. Although the receivership entities were the instruments of Nadel's fraud, they were distinct legal entities whose purpose was to use client funds to invest in securities, and they were harmed when Nadel diverted the funds for unauthorized uses. Applying *Lehmann* to FUFTA, the receivership entities became "creditors" of Nadel at the time he made the transfers of profits to Lee and others because, as FUFTA requires, they had a "claim" against Nadel. They had a "claim" against Nadel because he harmed the corporations by transferring assets rightfully belonging to the corporations and their investors in breach of his fiduciary duties, and a "claim" under FUFTA includes "any right to payment" including a contingent, legal, or equitable right to payment. Fla. Stat. § 726.102(3). *See also Cook v. Pompano Shopper, Inc.*, 582 So. 2d 37, 40 (Fla. 4th DCA 1991) ("A tort claimant or contingent claimant is as fully protected under the Uniform Fraudulent Transfer Act as a holder of an absolute claim."). The receivership entities were thus creditors because they had a right to a return of the funds Nadel transferred for unauthorized purposes for the benefit of their innocent investors. *See Lehmann*, 56 F.3d at 754. The Receiver's claim thus fits within the statutory language of FUFTA, which requires the existence of a creditor and a debtor....

[T]he Receiver has demonstrated every element Florida courts require under FUFTA, including the nature of the property constituting the asset. The creditor must demonstrate that "(1) there was a creditor to be defrauded; (2) a debtor intending fraud; and (3) *a conveyance of property which could have been applicable to the payment of the debt due.*" *Nationsbank, N.A. v. Coastal Utils., Inc.*, 814 So.2d 1227, 1229 (Fla. 4th DCA 2002) (citation omitted) (emphasis added). The third element constitutes Florida courts' criterion for when something is the property of a debtor under FUFTA. This element is established because the funds that Nadel controlled and transferred to investors could have been applied by him to pay the debt he owed to the receivership entities as a result of his use of funds to perpetrate a Ponzi scheme. With each transfer that Nadel made, Nadel became a debtor of the receivership entities because he diverted the funds from their lawful purpose in violation of his fiduciary duties and was thus obligated to return those same funds to the entities to be used for the benefit of the

investors. Therefore, with each transfer, Nadel diverted property that he controlled and that could have been applicable to the debt due, namely, the very funds being transferred. As the Receiver states, “[T]he money transferred to the Defendants is not only ‘applicable to the payment of the debt due,’ but it is the actual money that generated and deepened (in part, along with money transferred to other investors) the debt owed by Nadel to the Investment Funds. In other words, it is the exact same money that generated the debt and gave rise to the claims in this case.”

Since the undisputed facts show that Nadel’s transfers to the Lee Defendants satisfy all the elements of FUFTA, the district court’s grant of summary judgment in favor of the Receiver is due to be affirmed....

*Wiand v. Lee*, 753 F.3d 1194, 1200-04 (11th Cir. 2014) (explaining how FUFTA’s debtor-creditor-transferee framework applies to clawback claims). The allegations in the Complaint here mirror those at issue in *Lee*, and thus satisfy FUFTA’s requirements.

Pursuant to well-established, governing law, the requisite “actual intent to hinder, delay, or defraud any creditor” arises from the conduct of the debtor/transferor – not the transferee. *See, e.g.*, Fla. Stats. § 726.105(1)(a) (providing that a transfer is fraudulent “if the debtor made the transfer or incurred the obligation ... [w]ith actual intent to hinder, delay, or defraud any creditor of the debtor”); *Wing v. Horn*, 2009 WL 2843342, at \*3 (D. Utah Aug. 28, 2009) (“[I]n a fraudulent transfer claim, a plaintiff need only plead and prove the transferor’s ... intent to defraud.”). The transferee’s intent or knowledge of fraud is irrelevant. *See, e.g., id.* (“The plaintiff is not required to

plead or prove that the transferee participated in the fraudulent activity.”); *Lee v. Wiand*, 603 B.R. 161, 169 (M.D. Fla. 2018) (upholding imposition of constructive trust and equitable lien on homestead purchased by “innocent” investors with money fraudulently transferred to them from a Ponzi scheme).

Because the Defaulted Defendants’ intent is irrelevant, “[i]n cases like this, the requisite intent to hinder, delay or defraud may be established by the underlying scheme.” *Dewane*, 2011 WL 4460095 at \*3. The Eleventh Circuit has expressly adopted this “Ponzi scheme presumption.” *See Lee*, 753 F.3d at 1201 (“We now clarify that, under FUFTA’s actual fraud provision, proof that a transfer was made in furtherance of a Ponzi scheme establishes actual intent to defraud under §726.105(1)(a)....”); *Perkins v. Haines*, 661 F.3d 623, 626 (11th Cir. 2011) (“With respect to Ponzi schemes, transfers made in furtherance of the scheme are presumed to have been made with the intent to defraud for purposes of recovering the payments” under analogous provisions of the Bankruptcy Code); *In re World Vision Entertainment, Inc. v. R.W. Cuthill, Jr.*, 275 B.R. 641, 656 (M.D. Fla. 2002) (“to prove actual fraud ... in cases involving a Ponzi scheme, the analysis is simplified because fraudulent intent is inferred”).<sup>2</sup>

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<sup>2</sup> *See also Donell v. Kowell*, 533 F.3d 762, 770 (9th Cir. 2008) (applying California’s UFTA); *S.E.C. v. Res. Dev. Int’l, LLC*, 487 F.3d 295, 301 (5th Cir. 2007) (applying Texas’s UFTA); *Warfield v. Byron*, 436 F.3d 551, 558-59 (5th Cir. 2006) (applying Washington’s UFTA); *Wing v. Dockstader*, 482 Fed. App’x 361, 363 (10th Cir. 2012) (applying Utah’s UFTA). Although the Receiver will not cite them all, dozens (if not hundreds) of cases

“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.” *Lee*, 753 F.3d at 1201. When an individual pleads guilty to operating a Ponzi scheme, the plea agreement is admissible and establishes both the existence of the scheme and the individual’s fraudulent intent.<sup>3</sup> Here, Anile pled guilty to making numerous misrepresentations to investors. DaCorta was convicted for the same wrongdoing. Put simply, the Receiver has

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apply the Ponzi scheme presumption, which is universally recognized.

<sup>3</sup> See, e.g., *Fin'l Federated Title & Trust, Inc.*, 347 F.3d 880, 886 n.5 (11th Cir. 2003) (guilty pleas and convictions that investment operations “were nothing more than a massive fraud and Ponzi scheme . . . eliminate[ ] need for [trustee] to prove continuing fraud”); *Wiand for Valhalla Inv. Partners, L.P. v. Rowe*, 2013 WL 12203148, at \*10 (M.D. Fla. Jan. 9, 2013) (“Nadel’s admissions, his plea agreement, his testimony at his plea and sentencing hearings, and his criminal judgment are persuasive evidence supporting the Receiver’s motion for partial summary judgment...”); *In re Bernard L. Madoff Inv. Sec. LLC*, 445 B.R. 206, 221 (Bankr. S.D.N.Y. 2011) (“[A] debtor’s admission, through guilty pleas and a plea agreement admissible under the Federal Rules of Evidence, that he operated a Ponzi scheme with the actual intent to defraud his creditors conclusively establishes the debtor’s fraudulent intent...”) (quotation omitted); *Scholes v. Lehmann*, 56 F.3d 750, 762 (7th Cir. 1995) (“Admissions – in a guilty plea ..., as elsewhere – are admissions; they bind a party; and the veracity safeguards surrounding a plea agreement that is accepted as the basis for a guilty plea and resulting conviction actually exceed those surrounding a deposition.”); *In re Rothstein Rosenfeldt Adler, P.A.*, 2010 WL 5173796, at \*5 (Bankr. S.D. Fla. Dec. 14, 2010) (“[C]riminal convictions based on operating a Ponzi scheme establish fraudulent intent for the purposes of the fraudulent transfer provisions.”); *In re McCarn’s Allstate Finance, Inc.*, 326 B.R. 843, 851 (M.D. Fla. 2005) (“Even if the information or indictment did not specifically label the fraud a ‘Ponzi scheme,’ if the allegations in the information establish that the debtor ran a scheme whereby the debtor intended to defraud the debtor’s creditors, evidence of a guilty verdict or plea agreement admitting the charges can establish the existence of a Ponzi scheme.”). Although several of the cases cited above are bankruptcy cases, their holdings do not rely on bankruptcy law. Ponzi schemes are often adjudicated in bankruptcy court.

adequately alleged both the existence of the Ponzi scheme and the requisite fraudulent intent under any applicable standard. *Compare Dewane*, 2011 WL 4460095 at \*3; *Lee*, 753 F.3d at 1201-02 (describing the hallmarks of a Ponzi scheme); *EFG Bank*, 2012 WL 750447 at \*6 (“I find that the complaint adequately states claims, including allegations showing that Wiand is entitled to relief, satisfying Rule 8’s pleading requirements.”).

For the foregoing reasons, the Receiver is entitled to default judgments against the Defaulted Defendants under an actual fraud theory in Count I.

**ii. The Defaulted Defendants cannot satisfy FUFTA’s affirmative defense, as a matter of law.**

Pursuant to Fla. Stats. § 726.109(1), “[a] transfer or obligation is not voidable under s. 726.105(1)(a) against a person who took in good faith **and** for a reasonably equivalent value or against any subsequent transferee or obligee.” (Emphasis added). As an initial matter, this section provides an affirmative defense, which is not appropriate for consideration when defendants such as these have been defaulted. *See generally Wiand v. Waxenberg*, 611 F. Supp. 2d 1319, 1320 (M.D. Fla. 2009) (“good faith presents a classic issue for the trier of fact”); *Wing*, 2009 WL 2843342 at \*5 (“[W]hether a defendant took payments ... in good faith and for reasonably equivalent value is an affirmative defense, the merits of which should properly be left to a later point in the proceeding.”). Obviously, the Defaulted defendants bear the burden of establishing the

affirmative defense, and because they have defaulted, they obviously have failed to do so. *Suntrust Bank v. Griffith*, 2010 U.S. Dist. LEXIS 155144 (M.D. Fla. 2010) (granting default judgment after finding that defendants' failure to answer and assert affirmative defenses waived defenses which they had the burden to raise).

Furthermore, the Defaulted Defendants cannot satisfy the first prong of the defense, as a matter of law, and the second prong is thus not relevant. Specifically, the first prong of the defense requires the Defaulted Defendants to prove that they provided reasonably equivalent value for the transfers they received. Courts unanimously hold that investors provide value up to the amounts of their principal investments but do not provide value for any transfers received above those amounts – *i.e.*, false profits – because those funds were misappropriated from other investors in the scheme. *See, e.g., 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*, 661 F.3d at 627 (“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....”).

Even if the Defaulted Defendants had defended, they could not have satisfied the requirements for FUFTA’s affirmative defense by showing reasonably equivalent value **and** good faith, because the Defaulted Defendants participated in the scheme, by onboarding investors and repeating the misrepresentations made by the Insiders regarding the Oasis scheme. *See, e.g., Warfield v. Byron*, 436 F.3d 551, 559–60 (5th Cir. 2006) (“It takes cheek [for a broker] to contend that in exchange for the payments he received, the . . . Ponzi scheme benefited from his efforts to extend the fraud by securing new investments.”).

**iii. The Receiver is entitled to a default judgment on his FUFTA claim under a constructive fraud theory.**

Under §§ 726.105(1)(b) and 726.106(1), which codify fraudulent transfer claims under a theory of “constructive fraud,” a transfer is fraudulent under two separate circumstances. A transfer is fraudulent under both sections if the transferor did not receive reasonably equivalent value for it, and then each section contains a different (but similar) second requirement. Section 726.105(1)(b) also requires that the transferor either (i) was engaged in a business or transaction for which the remaining assets of the transferor were unreasonably small or (ii) reasonably should have believed that he would incur

debts beyond his ability to pay as they became due. Fla. Stats. §§ 726.105(1)(b)1 & 2. Section 726.106(1) also requires that the transferor was insolvent at the time of the transfer or became insolvent as a result of the transfer. *Id.* § 726.106(1).

“Since Ponzi schemes do not generate profits sufficient to provide their promised returns, but rather use investor money to pay returns, they are insolvent and become more insolvent with each investor payment.” *Wiand v. Lee*, 753 F.3d 1194, 1201 (11th Cir. 2014). As explained above, the Complaint alleges that the Insiders operated the Receivership Entities as a Ponzi scheme. The Receivership Entities were thus unable to pay their debts and insolvent from their inception, as a matter of law. As explained above, salespeople in a Ponzi scheme do not provide reasonably equivalent value for their work. The Complaint further alleges that the Defaulted Defendants received transfers of false profits from the scheme. Doc. 1 ¶¶ 37–42. Due to the entities’ insolvency, those transfers were constructively fraudulent, and the Receiver is entitled to recover them under FUFITA. Because §§ 726.105(1)(b) and 726.106(1) are not subject to any affirmative defense, the Receiver is entitled to default judgments against the Defaulted Defendants under Count I.

### **B. Count II – Unjust Enrichment**

Similarly and as an alternative to Count I (FUFITA), the Defaulted Defendants’ receipt of the scheme funds constitutes unjust enrichment. At the

Insider's wrongful direction and in the course of the scheme, the Receivership Entities conferred a benefit on Defaulted Defendants in the form of illegal commissions and Defaulted Defendants knowingly and voluntarily accepted and retained this benefit. The circumstances are such that it would be inequitable to the Receivership Entities and their investors for the Defaulted Defendants to retain the benefit without paying the value thereof. *See Compl.* ¶ 60; *In re Burton Wiand Receivership Cases*, 2008 U.S. Dist. LEXIS 27929 (M.D. Fla. 2008) (denying a motion to dismiss an unjust enrichment claim based on use of receivership entities to perpetrate a Ponzi scheme.)

### **C. Count III – Aiding & Abetting Breaches of Fiduciary Duty**

For the same reasons, the Receiver is entitled to default judgments against the Defaulted Defendants because they aided and abetting the Insiders' breaches of fiduciary duty to the Receivership Entities. As described above, the Anile pleaded guilty to, and DaCorta was convicted of, criminal charges of operating the Receivership Entities of which they were officers and directors as a Ponzi scheme. The Defaulted Defendants assisted the Insiders by repeating the falsehoods about the Oasis "investment," by onboarding investors and helping them transfer their retirement accounts to Oasis, and in return accepting illegal commissions. Doc. 1 ¶ 14. Default judgments are therefore appropriate on this count as well.

### **D. Damages**

In this case, the Receiver has set forth the sum certain of \$120,000 plus prejudgment interest beginning from the date of each distribution through October 31, 2022 in the amount of \$26,092.90 and continuing thereafter at a per diem rate as a decimal of .000130137. The prejudgment interest calculations pertaining to the Defaulted Defendants are set forth in the Receiver's Affidavit. Ex. 2 ¶ 13; *see also Wiand v. Dancing \$, LLC*, 578 Fed. Appx. 938 947 (11th Cir. 2014) (holding that the Receiver was entitled to recover prejudgment interest on FUFITA claim, "...in light of Florida's general rule that prejudgment interest is an element of pecuniary damages."). Thus, the Receiver seeks the return of Defaulted Defendant's transfers plus prejudgment interest beginning from the date of each distribution through October 31, 2022 in the amount of \$26,092.90 and continuing thereafter at a per diem rate as a decimal of .000130137.

### ***Conclusion***

Default judgment by the Court is appropriate under Federal Rule of Civil Procedure 55(b)(2) because this Court has personal jurisdiction over the Defaulted Defendants pursuant to 28 U.S.C. § 1692, 28 U.S.C. § 754, and Fed. R. Civ. P. 4(k)(1)(C) (*see SEC v. Bilzerian*, 378 F.3d 1100 (D.C. Cir. 2004); *SEC v. Vision Comm., Inc.*, 74 F.3d 287, 290-291 (D.C. Cir. 1996)); and neither of the Defaulted Defendants is an infant or incompetent person or an active duty

member of the military. The Defaulted Defendants failed to defend this action and defaults were entered against them. The Receiver seeks recovery against both Defaulted Defendants of a sum certain of \$120,000 plus prejudgment interest beginning from the date of each false profit distribution through October 31, 2022 of \$26,092.90 and continuing thereafter at a per diem rate as a decimal of .000130137. The well-pleaded allegations of the Complaint state a claim upon which relief can be granted, and the defaults establish as fact the well-pled allegations of fact. *See U.S. v. Kahn*, 2006 WL 93225 (11th Cir. 2006).

WHEREFORE, the Receiver respectfully requests that Court enter Default Judgments against both Defaulted Defendants of a sum certain of \$120,000 plus prejudgment interest beginning from the date of each false profit distribution through October 31, 2022 of \$26,092.90 and continuing thereafter at a per diem rate as a decimal of .000130137.

Respectfully submitted,

**/s/ Lawrence J. Dougherty**

Lawrence J. Dougherty, FBN 0068637

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*Counsel for Burton W. Wiand, as Receiver  
for Oasis International Group, Ltd.; Oasis*

*Management, LLC; and Satellite Holdings  
Company*

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on October 31, 2022, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also caused copies of the foregoing and the two attached exhibits to be served by U.S. Mail on the following:

Douglas B. Clark  
1749 Travertine Terrace  
Sanford, FL 32771

Clark Asset Management Co.  
c/o Douglas B. Clark, President  
1749 Travertine Terrace  
Sanford, FL 32771

**/s/ Lawrence J. Dougherty**  
Attorney

# **EXHIBIT 1**

IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

Case No. 8:19-cv-00886-VMC-SPF

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

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

Relief Defendants.

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**CONSOLIDATED RECEIVERSHIP ORDER**

WHEREAS this matter comes before this Court upon Plaintiff Commodity Futures Trading Commission's ("CFTC" or "Commission") Unopposed Motion for Entry of Consent Orders of Preliminary Injunction Against Defendants Raymond P. Montie, III ("Montie"),



John J. Haas (“Haas”), and Satellite Holdings Company (“SHC”), and Consent Order of Amended Preliminary Injunction and Other Equitable Relief Against Defendant Francisco “Frank” L. Duran (“Duran”), and for entry of this Consolidated Receivership Order, which supersedes two prior orders appointing the Receiver and giving the Receiver certain powers in this litigation (the April 15, 2019 Statutory Restraining Order, the “SRO,” Doc. #7; and the April 30, 2019 Order Appointing Receiver and Staying Litigation, Doc. #44); and,

WHEREAS the Court finds that, based on the record in these proceedings, the entry of these three orders is necessary and appropriate for the purposes of marshalling and preserving all assets (real, personal, intangible, or otherwise) of the Defendants and the Relief Defendants (“Receivership Assets”) as well as the assets of any other entities or individuals that: (a) are attributable to funds derived from pool participants, lenders, investors, or clients of the Defendants and/or Relief Defendants; (b) are held in constructive trust for the Defendants and/or Relief Defendants; (c) were fraudulently transferred by the Defendants and/or Relief Defendants; and/or (d) may otherwise be includable as assets of the estates of the Defendants and/or Relief Defendants (collectively, the “Recoverable Assets”) (Receivership Assets and Recoverable Assets, collectively, are referred to herein as “Receivership Property”); and,

WHEREAS this Court has subject matter jurisdiction over this action and personal jurisdiction over the Defendants and the Relief Defendants, and venue properly lies in this district.

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
DECREED THAT:**

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: 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; John J. Haas; 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, “Receivership Defendants”).

2. With respect to Relief Defendant Mainstream Fund Services, Inc., the Court takes exclusive jurisdiction and possession of the Citibank account ending in -0764 as part of the Receivership Property. *See* Doc. #14 (dated April 23, 2019 and releasing the Mainstream f/b/o Oasis Citibank Accounts -1174, -5606 and -0764). The Court expressly reserves the right to determine at a later date whether other assets of Relief Defendant Mainstream Fund Services should be included in the Recoverable Assets.

3. Until further Order of this Court, Burton W. Wiand, Esq. of Wiand Guerra King P.A. is hereby appointed to serve without bond as receiver (the “Receiver”) for the estates of the Receivership Defendants. This Order shall also constitute the appointment or re-appointment of the Receiver for purposes of 28 U.S.C. § 754.

### **I. Asset Freeze**

4. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, or except as otherwise specified herein, all Receivership Property remains frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Property, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Property that is on deposit with financial institutions such as banks, brokerage firms, and mutual funds. This freeze shall also include but not be limited to Receivership Property held as real property, personal property, intangibles, collectibles, metals, and cryptocurrencies.

### **II. General Powers and Duties of Receiver**

5. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers, and general and limited partners of the entity Receivership Defendants under applicable state and federal law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of 28 U.S.C. §§ 754 and 1692, and Fed. R. Civ. P. 66.

6. The trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys, and other agents of the Receivership Defendants are hereby dismissed

and the powers of any general partners, directors and/or managers are hereby suspended.

Such persons and entities shall have no authority with respect to the Receivership Defendants' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Receivership Defendants and shall pursue and preserve all of their claims.

7. No person holding or claiming any position of any sort with any of the Receivership Defendants shall possess any authority to act by or on behalf of any of the Receivership Defendants.

8. Subject to the specific provisions in Sections III through XIV, below, the Receiver shall have the following general powers and duties:

- A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");
- B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;
- C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;
- D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;
- E. To take any action which, prior to the entry of this Order, could have

- been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;
- F. To 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 advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;
  - G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
  - H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;
  - I. To 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;
  - J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;
  - K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,
  - L. To take such other action as may be approved by this Court.

### **III. Access to Information**

9. Absent a valid assertion of their respective rights against self-incrimination under the Fifth Amendment, the individual Receivership Defendants (DaCorta, Anile, Montie, Duran and Haas) and the past and/or present officers, directors, agents, managers,

general and limited partners, trustees, attorneys, accountants, and employees of the entity Receivership Defendants, as well as those acting in their place, are hereby ordered and directed to preserve and, if they have not already done so pursuant to either the April 15, 2019 SRO (Doc. #7) or the April 30, 2019 Order Appointing Receiver and Staying Litigation (Doc. #44), to turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Receivership Defendants and/or all Receivership Property; such information shall include but not be limited to books, records, documents, accounts, and all other instruments and papers.

10. If they have not already done so pursuant to either the April 15, 2019 SRO (Doc. #7) or the April 30, 2019 Order Appointing Receiver and Staying Litigation (Doc. #44), then within fourteen (14) days of the entry of this Order, Defendants DaCorta, Anile, Montie, Duran, and Haas shall file with the Court and serve upon the Receiver and the CFTC a sworn statement listing: (a) the identity, location, and estimated value of all Receivership Property; (b) all employees (and job titles thereof), other personnel, attorneys, accountants, and any other agents or contractors of the Receivership Defendants; and, (c) the names, addresses, and amounts of claims of all known creditors of the Receivership Defendants.

11. If they have not already done so pursuant to either the April 15, 2019 SRO (Doc. #7) or the April 30, 2019 Order Appointing Receiver and Staying Litigation (Doc. #44), then within thirty (30) days of the entry of this Order, Defendants DaCorta, Anile, Montie, Duran, and Haas, and Relief Defendant Mainstream Fund Services, Inc. shall file with the Court and serve upon the Receiver and the Commission a sworn statement and accounting, with complete documentation, covering the period from January 1, 2011 to the

present:

- A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;
- B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;
- C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and
- D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

12. If they have not already done so pursuant to the April 30, 2019 Order Appointing Receiver and Staying Litigation (Doc. #44), then within thirty (30) days of the entry of this Order, Defendants DaCorta, Anile, Montie, Duran, and Haas shall provide to the Receiver and the CFTC copies of the Receivership Defendants' federal income tax returns for 2011 through 2018 with all relevant and necessary underlying documentation.

13. Absent a valid assertion of their respective rights against self-incrimination under the Fifth Amendment, Defendants DaCorta, Anile, Montie, Duran, and Haas, Relief Defendant Mainstream Fund Services, Inc., and the entity Receivership Defendants' past and/or present officers, directors, agents, attorneys, managers, shareholders, employees, accountants, debtors, creditors, managers, and general and limited partners, as well as other

appropriate persons or entities, shall answer under oath to the Receiver all questions which the Receiver may put to them and produce all documents as required by the Receiver regarding the business of the Receivership Defendants, or any other matter relevant to the operation or administration of the receivership or the collection of funds due to the Receivership Defendants. In the event that the Receiver deems it necessary to require the appearance of the aforementioned persons or entities, the Receiver shall make his deposition requests in accordance with the Federal Rules of Civil Procedure.

14. The Receivership Defendants, Relief Defendant Mainstream Fund Services, Inc., or other persons acting or purporting to act on their behalf, are required to assist the Receiver in fulfilling his duties and obligations. As such, they must respond promptly and truthfully to all requests for information and documents from the Receiver.

#### **IV. Access to Books, Records and Accounts**

15. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Receiver is authorized to take immediate possession of all assets, bank accounts or other financial accounts, books and records, and all other documents or instruments relating to the Receivership Defendants. All persons and entities having control, custody, or possession of any Receivership Property are hereby directed to turn such property over to the Receiver.

16. The Receivership Defendants, and Relief Defendant Mainstream Fund Services, Inc., as well as their agents, servants, employees, attorneys, any persons acting for or on behalf of the Receivership Defendants, and any persons receiving notice of this Order



by personal service, facsimile transmission, or otherwise, having possession of the property, business, books, records, accounts, or assets of the Receivership Defendants are hereby directed to deliver the same to the Receiver, his agents, and/or his employees.

17. All banks, brokerage firms, financial institutions, and other persons or entities that have possession, custody, or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, any of the Receivership Defendants that receive actual notice of this Order by personal service, facsimile transmission, or otherwise shall:

- A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;
- B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;
- C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,
- D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

#### **V. Access to Real and Personal Property**

18. The Receiver is authorized to take immediate possession of all personal property of the Receivership Defendants, wherever located, including but not limited to electronically stored information, computers, laptops, hard drives, external storage drives, and any other such memory, media or electronic storage devices, books, papers, data processing records, evidence of indebtedness, bank records and accounts, savings records and

accounts, brokerage records and accounts, certificates of deposit, stocks, bonds, debentures, and other securities and investments, contracts, mortgages, furniture, office supplies, and equipment.

19. Except as otherwise specified in Paragraphs 20 and 21 below, the Receiver is authorized 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. Upon receiving actual notice of this Order by personal service, facsimile transmission or otherwise, all persons other than law enforcement officials acting within the course and scope of their official duties, are (without the express written permission of the Receiver) prohibited from: (a) entering such premises; (b) removing anything from such premises; or (c) destroying, concealing or erasing anything on such premises. Real property includes, but is not limited to, premises located at:

Premises Address	Description
444 Gulf of Mexico Drive Longboat Key, Florida	Defendant OIG's main office (Owned by Relief Defendant 444 Gulf of Mexico Drive)
4064 Founders Club Drive Sarasota, Florida	Defendant Anile's residence (Owned by Relief Defendant 4064 Founders Club Drive, LLC)
6922 Lacantera Circle Lakewood Ranch, Florida	Defendant DaCorta's residence (Owned by Relief Defendant 6922 Lacantera Circle, LLC)
13318 Lost Key Place Lakewood Ranch, Florida	Defendant DaCorta's residence (Owned by Relief Defendant 13318 Lost Key Place, LLC)
7312 Desert Ridge Glen Lakewood Ranch, Florida	Owned by 7312 Desert Ridge Glen, LLC (of which Defendant DaCorta was a principal)
17006 Vardon Terrace, #105 Lakewood Ranch, Florida	Owned by 17006 Vardon Terrace #105, LLC (of which Defendant OM is a member and DaCorta is the registered agent).

Premises Address	Description
16804 Vardon Terrace, #108 Lakewood Ranch, Florida	Owned by 16804 Vardon Terrace, #108, LLC (of which Defendant OM is a member and DaCorta is the registered agent).
16904 Vardon Terrace, #106 Lakewood Ranch, Florida	Owned by 16904 Vardon Terrace, #106, LLC (of which Defendant DaCorta is the authorized representative).
16804 Vardon Terrace, #307 Lakewood Ranch, Florida	Owned by Vincent Raia (Defendant OM holds a \$215,000 mortgage on property).
6300 Midnight Pass Road, No. 1002 Sarasota, Florida	Owned by 6300 Midnight Pass Road, No. 1002, LLC (of which DaCorta is the authorized representative).

20. Defendant Montie owns residences located on Goose Pond Road in Lake Aerial, Pennsylvania; on MacArthur Boulevard in Hauppauge, New York; and on New Hampshire Road in Jackson, New Hampshire. Pursuant to Paragraphs 9(i) and 9(j) of Montie's Consent Preliminary Injunction Order, Montie is responsible for making the mortgage, property tax, and insurance payments and for the general upkeep of these residences.

21. Defendant Haas jointly owns a residence, which he previously identified at Doc. #143-1. Pursuant to Paragraph 9(i) of Haas's Consent Preliminary Injunction Order, Haas is responsible for making mortgage, property tax, and insurance payments and for the general upkeep of this residence.

22. In order to execute the express and implied terms of this Order, the Receiver is authorized to change door locks to the premises described above in Paragraph 19. The Receiver shall have exclusive control of the keys. The Receivership Defendants, or any other person acting or purporting to act on their behalf, are ordered not to change the locks in any manner, nor to have duplicate keys made, nor shall they have keys in their possession during

the term of the receivership.

23. The Receiver is authorized to open all mail directed to or received by or at the offices or post office boxes of the Receivership Defendants, and to inspect all mail opened prior to the entry of this Order, to determine whether items or information therein fall within the mandates of this Order.

#### **VI. Notice to Third Parties**

24. The Receiver shall promptly give notice of his appointment to all known officers, directors, agents, employees, shareholders, creditors, debtors, managers, and general and limited partners of the Receivership Defendants, as the Receiver deems necessary or advisable to effectuate the operation of the receivership.

25. All persons and entities owing any obligation, debt, or distribution with respect to an ownership interest to any Receivership Defendant shall, until further ordered by this Court, pay all such obligations in accordance with the terms thereof to the Receiver and its receipt for such payments shall have the same force and effect as if the Receivership Defendant had received such payment.

26. The Receiver shall not be responsible for payment or performance of any obligations of the Receivership Defendants that were incurred by, or for the benefit of, the Receivership Defendants prior to the date of this Order, including but not limited to any agreements with third party vendors, landlords, brokers, purchasers, or other contracting parties.

27. In furtherance of his responsibilities in this matter, the Receiver is authorized to communicate with, and/or serve this Order upon, any person, entity, or government office

that he deems appropriate to inform them of the status of this matter and/or the financial condition of the Receivership Estates. All government offices which maintain public files of security interests in real and personal property shall, consistent with such office's applicable procedures, record this Order upon the request of the Receiver or Plaintiff.

28. The Receiver is authorized to instruct the United States Postmaster to hold and/or reroute mail which is related, directly or indirectly, to the business, operations or activities of any of the Receivership Defendants (the "Receiver's Mail"), including all mail addressed to, or for the benefit of, the Receivership Defendants. The Postmaster shall not comply with, and shall immediately report to the Receiver, any change of address or other instruction given by anyone other than the Receiver concerning the Receiver's Mail. The Receivership Defendants shall not open any of the Receiver's Mail and shall immediately turn over such mail, regardless of when received, to the Receiver. All personal mail of any individual Receivership Defendants, and/or any mail appearing to contain privileged information, and/or any mail not falling within the mandate of the Receiver, shall be released to the named addressee by the Receiver. The foregoing instructions shall apply to any proprietor, whether individual or entity, of any private mail box, depository, business or service, or mail courier or delivery service, hired, rented or used by the Receivership Defendants. The Receivership Defendants shall not open a new mailbox, or take any steps or make any arrangements to receive mail in contravention of this Order, whether through the U.S. mail, a private mail depository, or courier service.

29. Subject to payment for services provided, any entity furnishing water, electric, telephone, sewage, garbage, or trash removal services to the Receivership Defendants shall

maintain such service and transfer any such accounts to the Receiver unless instructed to the contrary by the Receiver.

30. The Receiver is authorized to assert, prosecute, and/or negotiate any claim under any insurance policy held by or issued on behalf of the Receivership Defendants, or their officers, directors, agents, employees, or trustees, and to take any and all appropriate steps in connection with such policies.

**VII. Injunction Against Interference with Receiver**

31. The Receivership Defendants, Relief Defendant Mainstream Fund Services, Inc., and all persons receiving notice of this Order by personal service, facsimile or otherwise, are hereby restrained and enjoined from directly or indirectly taking any action or causing any action to be taken, without the express written agreement of the Receiver, which would:

- A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;
- B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;
- C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

agreement executed by any Receivership Defendant, or which otherwise affects any Receivership Property; or,

- D. Interfere with or harass the Receiver, or interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Estates.

32. The Receivership Defendants and Relief Defendant Mainstream Fund Services, Inc., or any person acting or purporting to act on their behalf shall cooperate with and assist the Receiver in the performance of his duties.

33. The Receiver shall promptly notify the Court and the CFTC's counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order.

#### **VIII. Stay of Litigation**

34. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the CFTC or the Receiver related to the above-captioned enforcement action, are stayed until further Order of this Court:

All civil legal proceedings of any nature, including, but not limited to, bankruptcy proceedings, arbitration proceedings, foreclosure actions, default proceedings, or other actions of any nature involving: (a) the Receiver, in his capacity as Receiver; (b) any Receivership Property, wherever located; (c) any of the Receivership Defendants, including subsidiaries and partnerships; or, (d) any of the Receivership Defendants' past or present officers, directors, managers, agents, or general or limited partners sued for, or in connection with, any action taken by them while acting in such capacity of any nature, whether as plaintiff, defendant, third-party plaintiff, third-party defendant, or otherwise (such proceedings are hereinafter referred to as "Ancillary Proceedings").

35. The parties to any and all Ancillary Proceedings are enjoined from commencing or continuing any such legal proceeding, or from taking any action in connection with any such proceeding, including, but not limited to, the issuance or

employment of process.

36. All Ancillary Proceedings are stayed in their entirety, and all Courts having any jurisdiction thereof are enjoined from taking or permitting any action until further Order of this Court. Further, as to a cause of action accrued or accruing in favor of one or more of the Receivership Defendants or the Receiver against a third person or party, any applicable statute of limitation is tolled during the period in which this injunction against commencement of legal proceedings is in effect as to that cause of action.

#### **IX. Managing Assets**

37. The Receiver shall establish one or more custodial accounts at a federally insured bank to receive and hold all cash equivalent Receivership Property (the "Receivership Funds").

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on 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 Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on 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 real property.



40. Upon further Order of this Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estates. The parties agree the Receiver can move the Court to waive strict compliance with 28 U.S.C. §§ 2001 and 2004.

41. The Receiver is authorized to take all actions to manage, maintain, and/or wind-down business operations of the Receivership Defendants, including: (i) furloughing, terminating, and/or engaging employees on a contract basis; (ii) closing the business; and (iii) making legally required payments to creditors, employees, and agents of the Receivership Estates and communicating with vendors, investors, governmental and regulatory authorities, and others, as appropriate.

42. The Receiver shall take all necessary steps to enable the Receivership Funds to obtain and maintain the status of a taxable "Settlement Fund," within the meaning of Section 468B of the Internal Revenue Code and of the regulations, when applicable, whether proposed, temporary or final, or pronouncements thereunder, including the filing of the elections and statements contemplated by those provisions. The Receiver shall be designated the administrator of the Settlement Fund, pursuant to Treas. Reg. § 1.468B-2(k)(3)(i), and shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2, including but not limited to: (a) obtaining a taxpayer identification number; (b) timely filing applicable federal, state, and local tax returns and paying taxes reported thereon; and (c) satisfying any information, reporting, or withholding requirements imposed on distributions from the Settlement Fund. The Receiver shall cause the Settlement Fund to pay taxes in a manner

consistent with treatment of the Settlement Fund as a “Qualified Settlement Fund.” The Receivership Defendants and Relief Defendant Mainstream Fund Services, Inc. shall cooperate with the Receiver in fulfilling the Settlement Funds’ obligations under Treas. Reg. § 1.468B-2.

**X. Investigate and Prosecute Claims**

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding 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.

44. Subject to his obligation to expend receivership funds in a reasonable and cost-effective manner, the Receiver is authorized, empowered, and directed to investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted and (after obtaining leave of this Court) to institute such actions and legal proceedings, for the benefit and on behalf of the Receivership Estate, as the Receiver deems necessary and appropriate. The Receiver may seek, among other legal and equitable relief, the imposition of constructive trusts, disgorgement of profits, asset turnover, avoidance of fraudulent transfers, rescission and restitution, collection of debts, and such other relief from this Court as may be necessary to enforce this Order. Where appropriate, the Receiver should provide prior notice to counsel for the CFTC before commencing investigations and/or actions.

45. The Receiver hereby holds, and is therefore empowered to waive, all privileges, including the attorney-client privilege, held by all entity Receivership Defendants.

46. The Receiver has a continuing duty to ensure that there are no conflicts of interest between the Receiver, his Retained Personnel (as that term is defined below), and the Receivership Estate.

#### **XI. Bankruptcy Filing**

47. The Receiver may seek authorization of this Court to file voluntary petitions for relief under Title 11 of the United States Code (the “Bankruptcy Code”) for the Receivership Defendants. If a Receivership Defendant is placed in bankruptcy proceedings, the Receiver may become, and may be empowered to operate each of the Receivership Estates as, a debtor in possession. In such a situation, the Receiver shall have all of the powers and duties as provided a debtor in possession under the Bankruptcy Code to the exclusion of any other person or entity. Pursuant to Paragraph 5 above, the Receiver is vested with management authority for all entity Receivership Defendants and may therefore file and manage a Chapter 11 petition.

48. The provisions of Section VIII above bar any person or entity, other than the Receiver, from placing any of the Receivership Defendants in bankruptcy proceedings.

#### **XII. Liability of Receiver**

49. Until further Order of this Court, the Receiver shall not be required to post bond or give an undertaking of any type in connection with his fiduciary obligations in this matter.

50. The Receiver and his agents, acting within scope of such agency, are entitled

to rely on all outstanding rules of law and Orders of this Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or his agents be liable to anyone for their good faith compliance with their duties and responsibilities.

51. This Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their representative capacities.

52. In the event the Receiver decides to resign, the Receiver shall first give written notice to the CFTC's counsel of record and the Court of its intention, and the resignation shall not be effective until the Court appoints a successor. The Receiver shall then follow such instructions as the Court may provide.

### **XIII. Recommendations and Reports**

53. The Receiver is authorized, empowered, and directed to develop a plan for the fair, reasonable, and efficient recovery and liquidation of all remaining, recovered, and recoverable Receivership Property (the "Liquidation Plan").

54. The Receiver has filed and the Court has approved a Liquidation Plan. Doc. ##103, 112.

55. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of his activities (the "Quarterly Status Report"), reflecting (to the best of the Receiver's knowledge as of the period covered by the report) the existence, value, and location of all Receivership Property, and of the extent of liabilities, both those claimed to exist by others and those the Receiver believes to be legal

obligations of the Receivership Estate. The Receiver filed his first Status Report on June 14, 2019. Doc. #113. His next Status Report shall be due within thirty (30) days of September 30, 2019, which is the end of the third calendar quarter for 2019.

56. The Quarterly Status Report shall contain the following:
- A. A summary of the operations of the Receiver;
  - B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;
  - C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;
  - D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;
  - E. 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);
  - F. The status of creditor claims proceedings, after such proceedings have been commenced; and,
  - G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

57. On the request of the CFTC, the Receiver shall provide the CFTC with any documentation that the CFTC deems necessary to meet its reporting requirements, that is mandated by statute or Congress, or that is otherwise necessary to further the CFTC's mission.

#### **XIV. Fees, Expenses and Accountings**

58. Subject to Paragraphs 59–65 immediately below, the Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the receivership. Further, prior Court approval is not required for payments of applicable federal, state, or local taxes.

59. Subject to Paragraph 60 immediately below, the Receiver is authorized to solicit persons and entities (“Retained Personnel”) to assist him in carrying out the duties and responsibilities described in this Order. The Receiver shall not engage any Retained Personnel without obtaining an Order of the Court authorizing such engagement.

60. The Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates. The Receiver and Retained Personnel shall not be compensated or reimbursed by, or otherwise entitled to, any funds from the Court or the CFTC. Such compensation shall require the prior review by the CFTC and approval of the Court.

61. Within forty-five (45) days after the end of each calendar quarter, the Receiver and Retained Personnel shall apply to the Court for compensation and expense reimbursement from the Receivership Estates (the “Quarterly Fee Applications”). At least thirty (30) days prior to filing each Quarterly Fee Application with the Court, the Receiver will serve upon counsel for the CFTC a complete copy of the proposed Quarterly Fee Application, together with all exhibits and relevant billing information in a format to be provided by the CFTC’s staff. The Receiver filed his first fee application on June 14, 2019. Doc. #114. The next fee application shall be due within forty-five (45) days after September

30, 2019, which is the end of the third calendar quarter for 2019..

62. All Quarterly Fee Applications will be interim and will be subject to cost benefit and final reviews at the close of the receivership. At the close of the receivership, the Receiver will file a final fee application, describing in detail the costs and benefits associated with all litigation and other actions pursued by the Receiver during the course of the receivership.

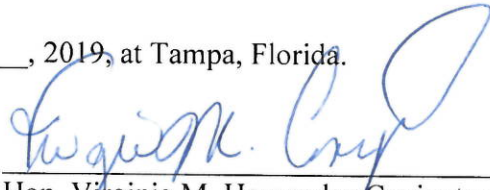
63. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application submitted at the close of the receivership.

64. Each Quarterly Fee Application shall:

- A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,
- B. Contain representations (in addition to the Certification required by the Billing Instructions) that: (i) the fees and expenses included therein were incurred in the best interests of the Receivership Estate; and (ii) with the exception of the Billing Instructions, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

65. At the close of the Receivership, the Receiver shall submit a Final Accounting as well as the Receiver's final application for compensation and expense reimbursement.

IT IS SO ORDERED, this 11<sup>th</sup> day of July, 2019, at Tampa, Florida.

  
\_\_\_\_\_  
Hon. Virginia M. Hernandez Covington  
United States District Judge

Hon. Sean P. Flynn  
United States Magistrate Judge



# **EXHIBIT 2**

**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. 8:22-cv-01512-KKM-TGW

v.

CLARK ASSET MANAGEMENT  
CO. and DOUGLAS B. CLARK,

Defendants.

\_\_\_\_\_ /

**AFFIDAVIT OF PLAINTIFF BURTON W. WIAND IN SUPPORT OF  
PLAINTIFF’S MOTION FOR DEFAULT JUDGMENTS AGAINST  
CLARK ASSET MANAGEMENT CO. and DOUGLAS B. CLARK**

STATE OF FLORIDA            )  
COUNTY OF PINELLAS        )

BEFORE ME, the undersigned authority, appeared Burton W. Wiand,  
who, first being duly sworn, deposes and says:

1. I make this affidavit in support of the Plaintiff’s Motion for Entry  
of Default Judgments Against Defendants, Clark Asset Management Co.  
(“CAM”) and Douglas B. Clark (“Clark”). I am over the age of 18 and I make  
this affidavit based on information personally known to me or gathered by me  
or by others at my request.

2. On April 15, 2019, I was appointed by the Court presiding over *C.F.T.C v. Oasis International Group, Ltd.*, Case No. 8:19-CV-886-T-33SPF (M.D. Fla) (the “Receivership Case”), as the Receiver and directed to take custody, control and possession of the Receivership Estate.

3. While I was not in charge of Oasis during Clark’s and CAM’s receipt of the fraudulent transfers, I developed an understanding of those events by reviewing the business records of the Oasis entities, as well as my forensic accountant’s analysis of Oasis bank records.

4. In connection with my appointment in the Receivership Case, I initiated this action on July 1, 2022, by filing the Complaint against Clark and CAM to recover money fraudulently transferred to CAM and Clark by insiders Michael J. DaCorta (“DaCorta”) and Joseph S. Anile, II (“Anile”) through or on behalf of the Oasis Entities (or their fund administrator) as part of and in furtherance of the Oasis fraudulent scheme, 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. (Doc. 1 ¶ 7).

5. Since my appointment as Receiver, I have conducted the operations of Oasis and its related entities and had custody of all of its records. Based my investigation of the operations of Oasis I documented that the transfers to the Defendants were made at the direction of the

perpetrators of the Oasis scheme and were in furtherance of their fraud and conspiracy—a scheme the Defendants facilitated.

6. On July 8, 2022, I notified Clark of this action and requested waiver of the service of summons pursuant to Federal Rule of Civil Procedure 4(d).

7. On August 8, 2022, Clark executed a Waiver of the Service of Summons (Doc. 9), which required Clark to file a responsive pleading on or before September 6, 2022.

8. Clark failed to serve or file a responsive pleading or otherwise defend this action. On September 23, 2022, I moved for entry of a clerk's default against Clark (Doc. 13). On September 26, 2022, the Clerk entered a default against Clark (Doc. 15).

9. On August 24, 2022, I caused service on CAM of the Summons and Complaint (Doc. 11), which required CAM to file a responsive pleading on or before September 14, 2022.

10. CAM failed to serve or file a responsive pleading or otherwise defend this action. On September 23, 2022, I moved for entry of a clerk's default against CAM (Doc. 12). On September 26, 2022, the Clerk entered a default against CAM (Doc. 14).

11. Upon information and belief, Clark is not an infant, an incompetent person, or an active-duty member of the U.S. Military.

12. Upon information and belief, CAM is not an infant, an incompetent person or an active-duty member of the U.S. Military.


13. As set forth in the Complaint, I seek recovery of a sum certain against each Defendant individually in the amount of \$120,000.00 plus prejudgment interest from the date of each false profit distribution through October 31, 2022 in the amount of \$26,092.90 and continuing thereafter at a per diem rate as a decimal .000130137 against Clark and CAM. See Compl. Ex. A (Doc. 1).

FURTHER AFFIANT SAYETH NAUGHT.

  
BURTON W. WIAND

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me, by means of  physical presence or  online notarization, this 31st day of October, 2022, by Burton W. Wiand who is  personally known to me or  has produced \_\_\_\_\_ as identification.

  
Notary Public  
Printed Name: Edwina Tate  
My Commission Expires: 6-10-2023



Wiand/Oasis International Group  
 Calculation of Pre-judgment Interest  
 Douglas Clark and CAM

Judgment: 10/31/2022

Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Date Paid Amount Interest	Beginning of Period	End of Period	Rate	Factor
7/3/2018	7/17/2018	8/23/2018	10/3/2018	11/6/2018	12/7/2018	1/7/2019	2/8/2019	3/7/2019	4/5/2019					
\$ 10,000.00	\$ 20,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 12,000.00	\$ 10,000.00	\$ 5,000.00	\$ 15,000.00					
\$ 147.21	\$ 248.61	\$ 82.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7/1/2018	10/1/2018	5.97	0.0001635620	
\$ 153.50	\$ 307.00	\$ 199.55	\$ 150.16	\$ 93.44	\$ 62.57	\$ -	\$ -	\$ -	\$ -	10/1/2018	1/1/2019	6.09	0.0001668490	
\$ 156.08	\$ 312.17	\$ 202.91	\$ 156.08	\$ 156.08	\$ 234.12	\$ 174.81	\$ 90.18	\$ 21.68	\$ -	1/1/2019	4/1/2019	6.33	0.0001734250	
\$ 163.80	\$ 327.60	\$ 212.94	\$ 163.80	\$ 163.80	\$ 245.70	\$ 196.56	\$ 163.80	\$ 81.90	\$ 234.90	4/1/2019	7/1/2019	6.57	0.0001800000	
\$ 170.64	\$ 341.28	\$ 221.83	\$ 170.64	\$ 170.64	\$ 255.96	\$ 204.77	\$ 170.64	\$ 85.32	\$ 255.96	7/1/2019	10/1/2019	6.77	0.0001854790	
\$ 173.67	\$ 347.33	\$ 225.77	\$ 173.67	\$ 173.67	\$ 260.50	\$ 208.40	\$ 173.67	\$ 86.83	\$ 260.50	10/1/2019	1/1/2020	6.89	0.0001887670	
\$ 169.82	\$ 339.63	\$ 220.76	\$ 169.82	\$ 169.82	\$ 254.73	\$ 203.78	\$ 169.82	\$ 84.91	\$ 254.73	1/1/2020	4/1/2020	6.83	0.0001866120	
\$ 165.59	\$ 331.18	\$ 215.27	\$ 165.59	\$ 165.59	\$ 248.38	\$ 198.71	\$ 165.59	\$ 82.79	\$ 248.38	4/1/2020	7/1/2020	6.66	0.0001819670	
\$ 151.57	\$ 303.15	\$ 197.05	\$ 151.57	\$ 151.57	\$ 227.36	\$ 181.89	\$ 151.57	\$ 75.79	\$ 227.36	7/1/2020	10/1/2020	6.03	0.0001647540	
\$ 134.98	\$ 269.97	\$ 175.48	\$ 134.98	\$ 134.98	\$ 202.47	\$ 161.98	\$ 134.98	\$ 67.49	\$ 202.47	10/1/2020	1/1/2021	5.37	0.0001467210	
\$ 118.60	\$ 237.21	\$ 154.18	\$ 118.60	\$ 118.60	\$ 177.90	\$ 142.32	\$ 118.60	\$ 59.30	\$ 177.90	1/1/2021	4/1/2021	4.81	0.0001317810	
\$ 107.45	\$ 214.91	\$ 139.69	\$ 107.45	\$ 107.45	\$ 161.18	\$ 128.95	\$ 107.45	\$ 53.73	\$ 161.18	4/1/2021	7/1/2021	4.31	0.0001180820	
\$ 107.12	\$ 214.25	\$ 139.26	\$ 107.12	\$ 107.12	\$ 160.68	\$ 128.55	\$ 107.12	\$ 53.56	\$ 160.68	7/1/2021	10/1/2021	4.25	0.0001164380	
\$ 107.12	\$ 214.25	\$ 139.26	\$ 107.12	\$ 107.12	\$ 160.68	\$ 128.55	\$ 107.12	\$ 53.56	\$ 160.68	10/1/2021	1/1/2022	4.25	0.0001164380	
\$ 104.79	\$ 209.59	\$ 136.23	\$ 104.79	\$ 104.79	\$ 157.19	\$ 125.75	\$ 104.79	\$ 52.40	\$ 157.19	1/1/2022	4/1/2022	4.25	0.0001164380	
\$ 105.96	\$ 211.92	\$ 137.75	\$ 105.96	\$ 105.96	\$ 158.94	\$ 127.15	\$ 105.96	\$ 52.98	\$ 158.94	4/1/2022	7/1/2022	4.25	0.0001164380	
\$ 109.39	\$ 218.78	\$ 142.21	\$ 109.39	\$ 109.39	\$ 164.09	\$ 131.27	\$ 109.39	\$ 54.70	\$ 164.09	7/1/2022	10/1/2022	4.34	0.0001189040	
\$ 39.04	\$ 78.08	\$ 50.75	\$ 39.04	\$ 39.04	\$ 58.56	\$ 46.85	\$ 39.04	\$ 19.52	\$ 58.56	10/1/2022	10/31/2022	4.75	0.0001301370	
\$ 2,386.33	\$ 4,726.91	\$ 2,993.82	\$ 2,235.78	\$ 2,179.06	\$ 3,191.01	\$ 2,490.29	\$ 2,019.72	\$ 986.46	\$ 2,883.52					

Total Interest: \$ 26,092.90  
 False Profits: \$ 120,000.00