

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
UNITED STATES OF AMERICA,

Plaintiff,

Case No. 8:19-cv-908-T-02AEP

v.

ASSETS IDENTIFIED IN PARAGRAPH
ONE OF VERIFIED COMPLAINT,

Defendants.

**AMENDED NOTICE OF FILING
CONSENT FORFEITURE AGREEMENT**

The United States of America hereby gives notice of filing the Consent Forfeiture Agreement entered into by the United States and Burton W. Wiand, the Court-appointed Receiver, regarding the forfeiture and disposition of the defendant real properties. *See* Attachment A.

Respectfully submitted,

MARIA CHAPA LOPEZ
United States Attorney

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CERTIFICATE OF SERVICE

I hereby certify that on June 19, 2019, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to counsel of record.

s/ Suzanne C. Nebesky

SUZANNE C. NEBESKY

Assistant United States Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

Case No. 8:19-cv-908-T-02AEP

v.

ASSETS IDENTIFIED IN PARAGRAPH
ONE OF VERIFIED COMPLAINT,

Defendants.

CONSENT FORFEITURE AGREEMENT

The United States of America and Burton W. Wiand, the Court-appointed Receiver (the “**Receiver**”), hereby agree and stipulate as follows:

INTRODUCTION

1. On April 15, 2019, in Case No. 8:19-cv-886-T-33SPF (M.D. Fla), the United States District Court for the Middle District of Florida (the “**Receivership Court**”) entered an Order Granting Plaintiff’s Motion for an Ex Parte Statutory Restraining Order, Appointment of a Temporary Receiver, and Other Equitable Relief (Doc. 7) (the “**TRO**”). The TRO, among other things, appointed the Receiver to “[a]ssume full control of the Receivership Defendants by removing Defendants Michael J. DaCorta, Joseph S. Anile, II . . . Francisco ‘Frank’ Duran . . . and any officer, independent contractor, employee, or agent of the Receivership Defendants, from control and management of the affairs of the Receivership Defendants” *See* Exhibit A at 14. The Receivership Defendants include, among other individuals and

ATTACHMENT A

entities, Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; and 13318 Lost Key Place, LLC. *Id.* at 2, 4 and 14.

2. On April 17, 2019, the United States filed a Complaint for Forfeiture *in Rem* in the instant case, pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 981(a)(1)(A), seeking the civil forfeiture of the following real properties that the United States alleges were purchased with proceeds of fraud and involved in money laundering violations¹:

- a. The real property, attachments thereto, and appurtenances thereon, located at: 13318 Lost Key Place, Lakewood Ranch, Florida;
- b. The real property, attachments thereto, and appurtenances thereon, located at: 6922 Lacantera Circle, Lakewood Ranch, Florida;
- c. The real property, attachments thereto, and appurtenances thereon, located at: 4064 Founders Club Drive, Sarasota, Florida;
- d. The real property, attachments thereto, and appurtenances thereon, located at: 4058 Founders Club Drive, Sarasota, Florida;
- e. The real property, attachments thereto, and appurtenances thereon, located at: 7312 Desert Ridge Glen, Lakewood Ranch, Florida;
- f. The real property, attachments thereto, and appurtenances thereon, located at: 444 Gulf of Mexico Drive, Longboat Key, Florida;
- g. The real property, attachments thereto, and appurtenances thereon, located at: 17006 Vardon Terrace, #105, Lakewood Ranch, Florida;

¹ At the time the United States filed this civil forfeiture action, the TRO was still under seal, and the United States was unaware that the TRO would encompass the real properties that are the subject of this civil forfeiture action.

- h. The real property, attachments thereto, and appurtenances thereon, located at: 16804 Vardon Terrace, #108, Lakewood Ranch, Florida; and
- i. The real property, attachments thereto, and appurtenances thereon, located at: 16904 Vardon Terrace, #106, Lakewood Ranch, Florida,

(collectively, the “**Defendant Properties**”).

3. The Defendant Properties were all purchased in the names of, and/or controlled by, the Receivership Defendants. Additionally, one of the Receivership Defendants – DaCorta — is the Registered Agent for all of the Limited Liability Companies that hold title to the Defendant Properties.² Therefore, pursuant to the Receivership Orders, the Receiver has assumed control of, and has the authority to enter into all agreements for, the titled owners of the Defendant Properties.

AGREEMENT

4. Based on the authorities granted to the Receiver by the Receivership Orders, the Receiver hereby agrees (subject to the approval of the Receivership Court) not to contest the civil forfeiture of the Defendant Properties.

² On or about April 26, 2019, DaCorta signed a Consent to Entry of Preliminary Injunction and Order Appointing Receiver and Staying Litigation by Defendants Oasis International Group, Limited; Oasis Management, LLC; and Michael J. DaCorta and Relief Defendants Roar of the Lion Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 6922 Lacantera Circle, LLC; and 13318 Lost Key Place, LLC. (Doc. 35-3). Anile also consented to the entry of a preliminary injunction against him and entities associated with him. (Doc. 35-4). On April 30, 2019, the Receivership Court entered an Order Appointing Receiver And Staying Litigation based on DaCorta’s, Anile’s, and certain other defendants’ consents to the entry of the preliminary injunction. *See* Receivership Court Doc. 44, attached hereto as Exhibit B. That order again directed the Receiver to take control of the properties at issue. *Id.* at 10. Exhibits A and B are collectively referred to as the “**Receivership Orders.**”

5. The Receiver consents to the civil forfeiture of the Defendant Properties, including the entry of a judgment of forfeiture. All right, title, and interest to the Defendant Properties shall be condemned, forfeited, and vested in the United States, pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 18 U.S.C. § 981(a)(1)(A).

6. The Receiver and the United States Marshals Service have executed a Memorandum of Understanding that outlines the terms by which the Receiver will sell the Defendant Properties, among other things, following the entry of a final judgment of forfeiture in this action. A copy of that document is attached as Exhibit C.

7. The Receiver and the United States intend to seek approval from the U.S. Department of Justice, Money Laundering and Asset Recovery Section, to use the net proceeds from the sale of the Defendant Properties to compensate victims of the fraud, as directed by the Receivership Court.

8. The Receiver agrees to unconditionally release, acquit, and discharge the United States of America, the United States' agents and employees, and all law enforcement agencies from any and all claims, demands, causes of actions or suits, judgments, damages, losses of services, and expenses of whatever kind and description that might exist by reason of or arising out of the forfeiture of the Defendant Properties.

9. The United States of America and the Receiver waive any and all claims or rights that they have or may have, pursuant to 28 U.S.C. § 2412 (the Equal Access to Justice Act) or otherwise, for attorneys' fees or other costs involving the Defendant Properties arising out of the forfeiture action, including the making of this agreement and the forfeiture detailed herein.

10. This Consent Forfeiture Agreement will not become effective until approved by the Receivership Court.

Court-Appointed Receiver

6/7/2019

DATE




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6/7/19

DATE



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

<p>COMMODITY FUTURES TRADING COMMISSION,</p> <p>Plaintiff,</p> <p>v.</p> <p>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,</p> <p>Defendants;</p> <p>and</p> <p>MAINSTREAM FUND SERVICES, INC.; BOWLING GREEN CAPITAL MANAGEMENT LLC; LAGOON INVESTMENTS, INC.; ROAR OF THE LION FITNESS, LLC; 444 GULF OF MEXICO DRIVE, LLC; 4064 FOUNDERS CLUB DRIVE, LLC; 6922 LACANTERA CIRCLE, LLC; 13318 LOST KEY PLACE, LLC; and 4OAKS LLC,</p> <p>Relief Defendants</p>	<p>Case No. <i>8:19CV886T33SPF</i></p> <p>Judge:</p>
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~~PROPOSED~~  **ORDER GRANTING PLAINTIFF'S MOTION FOR AN EX PARTE STATUTORY RESTRAINING ORDER, APPOINTMENT OF A TEMPORARY RECEIVER, AND OTHER EQUITABLE RELIEF**

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission") has filed a Complaint for Injunctive Relief, Civil Monetary Penalties, Restitution, Disgorgement and Other Equitable Relief ("Complaint") and moved, pursuant to Section 6c(a) of the

Commodity Exchange Act (“Act”), 7 U.S.C. § 13a-1(a) (2012), and in accordance with Rule 65 of the Federal Rules of Civil Procedure (“Rule 65”), for an ex parte statutory restraining order freezing assets, allowing inspection of records, and appointing a Temporary Receiver. The Court has considered the pleadings, declarations, exhibits, and memorandum filed in support of the Commission’s motion, and finds that:

1. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (2012) (federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). 7 U.S.C. § 13a-1(a) authorizes the Commission to seek injunctive relief against any person whenever it shall appear that such person has engaged, is engaging, or is about to engage in any act or practice that violates any provision of the Act or any rule, regulation, or order promulgated thereunder.

2. Venue lies properly within this District pursuant to 7 U.S.C. § 13a-1(e).

3. The Commission has made a proper prima facie showing that since 2011, Defendants Oasis International Group, Limited (“OIG”), Oasis Management, LLC (“OM”), Satellite Holdings Company (“Satellite Holdings”), Michael J. DaCorta (“DaCorta”), Joseph S. Anile, II (“Anile”), Raymond P. Montie, III (“Montie”), Francisco “Frank” L. Duran (“Duran”), and John J. Haas (“Haas”), (collectively, “Defendants”) have engaged, are engaging, or are about to engage in a fraudulent scheme to solicit and misappropriate money from over 700 U.S. residents for pooled investments in retail foreign currency contracts (“forex”). Between mid-April 2014 and the present (the “Relevant Period”), Defendants have fraudulently solicited hundreds of members of the public (“pool participants”) to invest

approximately \$75 million in two commodity pools—Oasis Global FX, Limited (“Oasis Pool 1”) and Oasis Global FX, SA (“Oasis Pool 2”) (collectively, the “Oasis Pools”)—that purportedly would trade in forex. Rather than use pool participants’ funds for forex trading as promised, however, Defendants have traded only a small portion of pool funds in forex—which trading incurred losses—and instead misappropriated the majority of pool participants’ funds and issued false account statements to pool participants to conceal their trading losses and misappropriation. In the course of their fraudulent scheme and during the Relevant Period, Defendants made material misrepresentations to pool participants, including that: (1) all pool funds would be used to trade forex; (2) pool participants would receive a minimum 12% guaranteed annual return from this forex trading; (3) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018; (4) the Oasis Pools had never had a losing month; (5) money being returned to pool participants was from profitable trading; (6) there was no risk of loss with the Oasis Pools; and (7) pool participants earned extra returns by referring other pool participants to the Oasis Pools. Defendants also omitted to tell pool participants, among other things, that DaCorta—the CEO of OIG and the Oasis Pools’ head trader—had been permanently banned from registering with the Commission in 2010 and was prohibited from soliciting U.S. residents to trade forex and from trading forex for U.S. residents in any capacity. Defendants’ representations were false. The Defendants have misappropriated the majority of pool funds. Of the approximate \$75 million Defendants received from pool participants during the Relevant Period, Defendants deposited only \$21 million into forex trading accounts in the names of the Oasis Pools, all of which has been lost trading forex. Defendants misappropriated over \$29 million of pool funds to make Ponzi-like payments to

other pool participants. Defendants misappropriated over \$18 million of pool funds—at least \$7 million of which was transferred to Relief Defendants—for unauthorized personal or business expenses such as real estate purchases in Florida, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition. To conceal their trading losses and misappropriation, Defendants created and issued false account statements to pool participants that inflated and misrepresented the value of the pool participants' investments in the Oasis Pools and the Oasis Pools' trading returns.

4. Therefore, there is good cause to believe that Defendants—either directly or as controlling persons—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 “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 (“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).

5. There is also good cause to believe that Relief Defendants 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 (the “Related Relief Defendants”) have received, are receiving, or are about to receive funds, assets, or other property (“assets”) as a result of Defendants' violative acts and practices and have been unjustifiably enriched thereby. These Related Relief Defendants do not have any legitimate interest or entitlement to these assets received as a result of Defendants' violative conduct.

6. There is also good cause to belief that Relief Defendant Mainstream Fund Services, Inc. (“Mainstream”) has received, is receiving, or is about to receive, directly or indirectly, assets into three Citibank, N.A. bank accounts (-1174, -5606 and -0764) it holds for the benefit of Defendants Oasis International Group, Limited and/or Oasis Management, LLC (hereinafter the “Mainstream f/b/o Oasis Citibank Accounts”) as a result of Defendants’ violative acts and practices and has been unjustifiably enriched thereby. Relief Defendant Mainstream does not have any legitimate interest or entitlement to these assets received into the Mainstream f/b/o Oasis Citibank Accounts as a result of Defendants’ violative conduct.

7. There is also good cause to believe that immediate and irreparable damage to the Court’s ability to grant effective final relief for pool participants in the form of monetary or other redress will occur from the withdrawal, transfer, removal, dissipation or other disposition of assets, and/or the destruction, alteration or disposition of books and records and other documents (“records”) by Defendants, Related Relief Defendants, and Relief Defendant Mainstream unless they are immediately restrained and enjoined by Order of the Court.

8. Therefore, there is good cause for the Court to freeze assets owned, controlled, managed or held by Defendants and Related Relief Defendants or in which they have any beneficial interest. There is also good cause for the Court to freeze the assets owned, controlled, managed or held by Relief Defendant Mainstream in the Mainstream f/b/o Oasis Citibank Accounts.

9. There is also good cause for the Court to prohibit Defendants, Related Relief Defendants and Relief Defendant Mainstream from destroying, altering or disposing of

records, and/or denying representatives of the Commission access to inspect records, when and as requested, to ensure that Commission representatives have immediate and complete access to those records.

10. There is also good cause for the appointment of a Temporary Receiver to take control of all assets owned, controlled, managed, or held by Defendants and Related Relief Defendants, or in which they have any beneficial interest (“Defendants’ Assets” and “Relief Defendants’ Assets”), as well as the three Mainstream f/b/o Oasis Citibank Accounts, so that the Temporary Receiver may preserve assets, investigate and determine customer claims, determine unlawful proceeds retained by Defendants, Related Relief Defendants, and Relief Defendant Mainstream, and amounts due to pool participants as a result of Defendants’ alleged violations, and distribute remaining funds under the Court’s supervision.

11. There is also good cause to require an accounting by Defendants, Related Relief Defendants, and Relief Defendant Mainstream to the Temporary Receiver to determine the location and disposition of pool participant funds and ill-gotten gains.

12. There is also good cause to order repatriation of assets controlled by Defendants, Related Relief Defendants, and Relief Defendant Mainstream so that such assets can be controlled by the Temporary Receiver and to assure payment of restitution and disgorgement as authorized by the Court.

13. In summary, this is a proper case for granting a restraining order ex parte freezing assets, allowing inspection of records and appointing a temporary receiver because the Commission is likely to succeed on the merits. Moreover, there is also a reasonable

likelihood that Defendants will transfer or dissipate assets or destroy or alter records.

Therefore, the Court orders the following.

DEFINITIONS

14. For the purposes of this Order, the following definitions apply:

15. The term “assets” encompasses any legal or equitable interest in, right to, or claim to, any real or personal property, whether individually or jointly, directly or indirectly controlled, and wherever located, including but not limited to: chattels, goods, instruments, equipment, fixtures, general intangibles, effects, leaseholds mail or other deliveries, inventory, checks, notes, accounts (including, but not limited to, bank accounts and accounts at other financial institutions), credits, receivables, lines of credit, contracts (including spot, futures, options, or swaps contracts), insurance policies, retainers held by agents for the provision of professional or other services, and all funds, wherever located, whether in the United States or outside the United States.

16. The term “record” encompasses the terms “document” and “electronically stored information” as those terms are used in Fed. R. Civ. P. 34(a), and includes, but is not limited to, all writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or other data compilations—stored in any medium from which information can be obtained or translated, if necessary, into reasonable usable form. The term “record” also refers to each and every such item in Defendants’ and Relief Defendants’ actual or constructive possession, including but not limited to: (i) all such items within the custody or control of any agents, employers, employees, or partners of the Defendants and Relief Defendants; and (ii) all items which Defendants and Relief Defendants have a legal or

equitable right to obtain from another person. A draft or non-identical copy is a separate item within the meaning of the term. A record also includes the file and folder tabs associated with each original and copy.

17. **“Defendants”** means and refers to 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.

18. **“Related Relief Defendants”** means and refers to 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”), 4064 Founders Club Drive, LLC (“4064 Founders Club”), 6922 Lacertera Circle, LLC (“6922 Lacertera”), 13318 Lost Key Place, LLC (“13318 Lost Key”), and 4Oaks LLC (“4Oaks”).

19. **“Mainstream”** means and refers specifically to one Relief Defendant, Mainstream Fund Services, Inc., which, during the Relevant Period, held three (3) accounts at Citibank, N.A. (accounts -1174, -5606, and -0764, the “Mainstream f/b/o Oasis Citibank Accounts”), which received, directly or indirectly, funds from pool participants for investment in the Oasis Pools. Mainstream Fund Services, Inc. was formerly named Fundadministration, Inc., but changed its name to Mainstream Fund Services, Inc. in 2017.

RELIEF GRANTED

IT IS HEREBY ORDERED THAT:

I. Asset Freeze Order Prohibiting the Withdrawal, Transfer, Removal, Dissipation, and Disposal of Assets

20. Defendants and Related Relief Defendants are immediately restrained and enjoined, except as otherwise ordered by this Court, from directly or indirectly withdrawing,

transferring, removing, dissipating or otherwise disposing of any assets, wherever located, including Defendants' and Relief Defendants' assets held outside the United States, except as provided otherwise in Sections IV, V, and VI of this Order, or as otherwise ordered by the Court;

21. Relief Defendant Mainstream is immediately restrained and enjoined, except as otherwise ordered by this Court, from directly or indirectly withdrawing, transferring, removing, dissipating or otherwise disposing of the assets held by it in the Mainstream f/b/o Oasis Citibank Accounts and any other assets that Relief Defendant Mainstream might hold for the Defendants or the Related Relief Defendants;

22. Notwithstanding the provisions of this Section I, at the request of the Temporary Receiver, Defendants, Related Relief Defendants, Relief Defendant Mainstream, and any other person who has possession, custody, or control of any of Defendants' and Related Relief Defendants' funds, assets, or other property shall transfer possession of all assets subject to this Order to the Temporary Receiver in accordance with Section IV, V, and VI of this Order.

23. The assets affected by this Order shall include existing assets and assets acquired after the effective date of this Order.

II. Maintenance of and Access to All Records Relating to the Business Activities and Business and Personal Finances

24. Defendants, Related Relief Defendants, and Relief Defendant Mainstream, are restrained from directly or indirectly destroying, altering, or disposing of, in any manner any records that relate or refer to the business activities or business or personal finances of any

Defendants or Related Relief Defendants, specifically including, but not limited to, the three Mainstream f/b/o Oasis Citibank Accounts.

25. Representatives of the Commission shall be immediately allowed to inspect any records relating or referring to the business activities or business or personal finances of the Defendants and Related Relief Defendants, including, but not limited to, both hard-copy documents and electronically stored information, wherever they may be situated and whether they are in the possession of the Defendants, Related Relief Defendants, Relief Defendant Mainstream, or others. To ensure preservation and facilitate meaningful inspection and review of records, Defendants and Relief Defendants shall allow representatives of the Commission to make copies of said documents and electronically stored information, and if on-site copying of documents and electronically stored information is not practicable, representatives may make such copies off-site. After any such off-site copying, Plaintiff shall promptly return the original documents and devices upon which electronic information is stored.

26. To further facilitate meaningful inspection and review, Defendants, Related Relief Defendants, and Relief Defendant Mainstream shall, absent a valid assertion of their respective rights against self-incrimination under the Fifth Amendment, promptly provide Commission staff with:

- a. the location of all records relating or referring to the business activities and business and personal finances of the Defendants and Related Relief Defendants;

- b. all identification numbers and other identifying information for websites, cloud storage services, email and smartphone accounts, and all accounts at any bank, financial institution, or brokerage firm (including any introducing broker or futures commission merchant) owned, controlled or operated by Defendants and Related Relief Defendants, or to which the Defendants and Related Relief Defendants have access; and
- c. all passwords to, and the location, make and model of, all computers and/or mobile electronic devices owned and/or used by Defendants or Related Relief Defendants in connection with their business activities and business and personal finances.

27. When inspecting records that are subject to this Order, including those contained on computers and/or other electronic devices, the Commission should undertake reasonable measures to prevent review of the Defendants' or Related Relief Defendants' privileged communications and/or other nonbusiness, nonfinancial materials by the Commission's attorneys and other staff who are part of the litigation team in this matter. Moreover, Defendants and Related Relief Defendants (or their counsel) shall promptly contact Plaintiff's counsel to assert any claims of privilege (or other legal objections) relating to the contents of any records that are subject to this Order and promptly cooperate with Plaintiff's counsel to develop reasonable protocols to isolate and prevent disclosure of claimed privileged and/or other nonbusiness, nonfinancial materials to the Commission's attorneys and other staff who are part of the litigation team in this matter. However, nothing herein shall excuse Defendants, Related Relief Defendants, or Relief Defendant Mainstream

from full and immediate compliance with this Court's Order permitting Plaintiff to inspect the books and records which relate to Defendants' or Related Relief Defendants business activities and their business and personal finances.

III. Notice to Financial Institutions and Others that Hold or Control Assets or Records

28. To ensure the effectiveness of the asset freeze and pending further Order of this Court, any financial or brokerage institution, business entity, or person that receives actual notice of this Order and holds, controls, or maintains custody of any account or asset or other property of Defendants or Related Relief Defendants, including, but not limited to the Mainstream f/b/o Oasis Citibank Accounts, shall not, in active concert or participation with Defendants or Relief Defendants, permit Defendants or Related Relief Defendants or other persons to withdraw, transfer, remove, dissipate, or otherwise dispose of any of Defendants' or Related Relief Defendants' assets, except as directed by further order of the Court.

29. Any financial or brokerage institution, business entity, or person that receives notice of this Order by personal service or otherwise shall not, in active concert or participation with any Defendant or Related Relief Defendant, directly or indirectly destroy, alter, or dispose of, in any manner, any records relating to the business activities and business and personal finances of any Defendant or Related Relief Defendant.

30. Furthermore, any such financial or brokerage institution, business entity, or person that receives actual notice of this Order and holds, controls, or maintains custody of any account or asset titled in the name of, held for the benefit of, or otherwise under the control of any Defendants and Related Relief Defendants, or has held, controlled, or

maintained custody of any such account or asset of any Defendants and Related Relief Defendants at any time since **January 2011** shall not, in active concert or participation with Defendants and Related Relief Defendants, deny a request by the Commission to inspect all records pertaining to every account or asset owned, controlled, managed, or held by, on behalf of, or for the benefit of Defendants and Related Relief Defendants, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs. As an alternative to allowing inspection of records, a financial or brokerage institution, business entity or other person may provide copies of records requested by the Commission.

31. Furthermore, any such financial or brokerage institution, business entity, or person that receives actual notice of this Order shall:

- a. Within five business days of a request by the Temporary Receiver, or such longer period specified by the Temporary Receiver, provide the Temporary Receiver with copies of all records pertaining to any account or asset owned, controlled, managed, or held by, on behalf of, or for the benefit of Defendants and Related Relief Defendants, either individually or jointly, including, but not limited to, originals or copies of account applications, account statements, signature cards, checks, drafts, deposit tickets, transfers to and from the accounts, all other debit and credit instruments or slips, currency transaction reports, 1099 forms, and safe deposit box logs; and

- b. Cooperate with all reasonable requests of the Temporary Receiver relating to implementation of this Order, including transferring Defendants' and Related Relief Defendants' funds at the Temporary Receiver's direction, and producing records related to business activities or business or personal finances of Defendants and Related Relief Defendants to the Temporary Receiver.

IV. Order Appointing Temporary Receiver

32. **Burton W. Wiand of Wiand Guerra King PL** is appointed Temporary Receiver, with the full powers of an equity receiver for Defendants and Related Relief Defendants and their affiliates and subsidiaries owned or controlled by Defendants and Related Relief Defendants (hereinafter referred to as the "Receivership Defendants"), and of 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 (hereinafter, the "Receivership Estate"). The Temporary Receiver shall be the agent of this Court in acting as Temporary Receiver under this Order.

30. The Temporary Receiver is directed and authorized to accomplish the following:
 - a. Assume full control of the Receivership Defendants by removing Defendants Michael J. DaCorta, Joseph S. Anile, II, Raymond P. Montie, III, Francisco "Frank" L. Duran, and John J. Haas, and any officer, independent contractor, employee, or agent of the Receivership Defendants, from control and

management of the affairs of the Receivership Defendants as the Temporary Receiver deems appropriate;

- b. Take exclusive custody, control, and possession of the Receivership Estate, which includes but is not limited to complete authority to sue for, collect, receive, and take possession of all goods, chattels, rights, credits, money, effects, land, leases, books, records, work papers, and records of accounts, including electronically-stored information, contracts, financial records, funds on hand in banks and other financial institutions, and other papers and records of the Receivership Defendants and pool participants or clients of any of Receivership Defendants' business activities whose interests are now held by, or under the direction, possession, custody, or control of, the Receivership Defendants;
- c. Take all steps necessary to secure the business and other premises under the control of the Receivership Defendants, including but not limited to premises located at:

Premises Address	Description
444 Gulf of Mexico Drive Longboat Key, FL	Defendant OIG's main office Owned by Relief Defendant 444 Gulf of Mexico Drive
4064 Founders Club Drive Sarasota, FL	Defendant Anile's residence Owned by Relief Defendant 4064 Founders Club Drive, LLC
6922 Lacantera Circle Lakewood Ranch, FL	Defendant DaCorta's residence

Premises Address	Description
	Owned by Relief Defendant 6922 Lacantera Circle, LLC
13318 Lost Key Place Lakewood Ranch, FL	Defendant DaCorta's residence Owned by Relief Defendant 13318 Lost Key Place, LLC

- d. Perform all acts necessary, including the suspension of operations, to conserve, hold, manage, and preserve the value of the Receivership Estate in order to prevent an irreparable loss, damage, or injury to any pool participants or other investors in any investment opportunity operated by any Receivership Defendant;
- e. Prevent the withdrawal or misapplication of assets entrusted to the Receivership Defendants, and otherwise protect the interests of any pool participants or other investors of any of the Receivership Defendants;
- f. Manage and administer the Receivership Defendants and the Receivership Estate by performing all acts incidental thereto that the Temporary Receiver deems appropriate, including hiring or dismissing any and all personnel, suspending operations, and/or entering into agreements, including but not limited to: (1) the retention and employment of investigators, attorneys or accountants, appraisers, and other independent contractors and technical specialists of the Temporary Receiver's choice, including without limitation members and employees of the Temporary Receiver's firm, to assist, advise,

and represent the Temporary Receiver; and (2) the movement and storage of any equipment, furniture, records, files or other physical property of the Receivership Defendants;

- g. Collect all funds owed to the Receivership Defendants;
- h. Initiate, defend, compromise, adjust, intervene in, dispose of, or become a party to, any actions or proceedings in state, federal, or foreign court that the Temporary Receiver deems necessary and advisable to preserve or increase the value of the Receivership Estate or that the Temporary Receiver deems necessary and advisable to carry out the Temporary Receiver's mandate under this Order;
- i. Issue subpoenas or letters rogatory to obtain records pertaining to the Receivership and conduct discovery in this action on behalf of the Receivership Estate;
- j. Divert mail and take control of all post office boxes, private or commercial mail boxes, or storage units rented or owned by the Receivership Defendants;
- k. Open all mail directed to or received by or at the premises, or post office, or private or commercial mail 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. In connection therewith, the Receiver is authorized to instruct the United States Postmaster and anyone in possession or control of a private or commercial mailbox to hold and/or reroute mail directed to any of the Receivership

Defendants. In connection therewith, the Receivership Defendants are directed not to 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;

- l. Open one or more bank accounts and deposit all funds of the Receivership Estate in such designated accounts and make all payments and disbursements from the Receivership Estate from such accounts;
- m. Make payments and disbursements from the Receivership Estate that are necessary or advisable for carrying out the directions of, or exercising the authority granted by, this Order, provided that the Temporary Receiver shall apply to the Court for prior approval of any payment of any debt or obligation incurred by the Receivership Defendants prior to the date of entry of this Order, except for payments that the Temporary Receiver deems necessary or advisable to secure the Receivership Estate from immediate and irreparable loss. 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; Maintain written accounts itemizing receipts and expenditures, describing properties held or managed, and naming the depositories holding funds or other assets of the Receivership Estate; make such written accounts and supporting

documentation available to the Commission for inspection; and, within sixty days of being appointed and periodically thereafter, as directed by the Court, file with the Court and serve on the parties a report summarizing efforts to marshal and collect assets, administer the Receivership Estate, and otherwise perform the duties mandated by this Order; and

- n. To cooperate with reasonable requests for information or assistance from any state or federal law enforcement agency.

V. Accounting and Transfer of Funds and Records To The Temporary Receiver

31. Absent a valid assertion by Defendants or Related Relief Defendants of their respective rights against self-incrimination under the Fifth Amendment, each Defendant and Related Relief Defendant shall, within five business days following the service of this Order:

- a. Provide the Temporary Receiver with a full detailed accounting of all assets of the Receivership Estate, including the assets inside and outside of the United States, and the location of all records of the Receivership Estate, that are held by each and every Defendant or Related Relief Defendant, for their benefit, or under their direct or indirect control, whether jointly or singly, and the location of all records of the Receivership Estate.
- b. Transfer to the territory of the United States and deliver to possession, custody, and control of the Temporary Receiver, all assets of the Receivership Estate (other than real property) and books and records of the Receivership Estate, located outside of the United States that are held by each and every

Defendant and Related Relief Defendant, for their benefit, or under their direct or indirect control, whether jointly or singly.

- c. Provide the Temporary Receiver access to all records of the Receivership Estate and all assets of the Receivership Estate held by any financial or brokerage institution, business entity, or other person that receives actual notice of this Order, by personal service or otherwise, located within or outside the territorial United States by signing any necessary consent forms.

32. Absent a valid assertion by Relief Defendant Mainstream of its right against self-incrimination under the Fifth Amendment, Mainstream shall, within five business days following the service of this Order:

- a. Provide the Temporary Receiver with a full detailed accounting of all assets, including the assets inside and outside of the United States that it holds for each and every Defendant and Related Relief Defendant, for their benefit, or under its direct or indirect control, whether jointly or singly, and the location of all records of the Receivership Estate, including, but not limited to the Mainstream f/b/o Oasis Citibank Accounts.
- b. Transfer to the territory of the United States and deliver to possession, custody, and control of the Temporary Receiver, all records and assets (other than real property) located outside of the United States that it holds for each and every Defendant and Related Relief Defendant, for their benefit, or under its direct or indirect control, whether jointly or singly including, but not limited to the Mainstream f/b/o Oasis Citibank Accounts.

33. Provide the Temporary Receiver access to all records of accounts or assets of the Defendants and Related Relief Defendants held by financial or brokerage institutions located within or outside the territorial United States by signing any necessary consent forms
34. Absent a valid assertion by Defendants or Related Relief Defendants of their respective rights against self-incrimination under the Fifth Amendment, Defendants or Related Relief Defendants shall, within twenty-four hours of the issuance of this Order, cause to be prepared and delivered to the Temporary Receiver, a detailed and complete schedule of all passwords and identification (ID) numbers for all websites, cloud storage services, email and smartphone accounts, and all accounts at any bank, financial institution, or brokerage firm (including any introducing broker or futures commission merchant) controlled or operated by or to which any of the Defendants or Related Relief Defendants have access in connection with their business activities and business and personal finances.
35. Absent a valid assertion by Defendants or Related Relief Defendants of their respective rights against self-incrimination under the Fifth Amendment, Defendants or Related Relief Defendants shall, within twenty-four hours of the issuance of this Order, cause to be prepared and delivered to the Temporary Receiver, a detailed and complete schedule of all passwords to, and the location, make and model of, all computers and mobile electronic devices owned and/or used by Defendants or Related Relief Defendants in connection with their business activities and business and personal finances. The schedules required by this section shall include at a

minimum the make, model and description of each, along with the location, the name of the person primarily assigned to use the computer and/or mobile device, and all passwords necessary to access and use the software contained on the computer and/or mobile device.

VI. Turning Over Assets and Records to the Temporary Receiver

36. Upon service of this Order, and absent a valid assertion by Defendants or Related Relief Defendants of their respective rights against self-incrimination under the Fifth Amendment, Defendants and Related Relief Defendants and any other person or entity served with a copy of this Order, shall immediately or within such time as permitted by the Temporary Receiver in writing, deliver over to the Temporary

Receiver:

- a. Possession and custody of all assets of the Receivership Defendants, wherever situated, including those owned beneficially or otherwise;
- b. Possession and custody of records of the Receivership Defendants in connection with their business activities and business and personal finances, including but not limited to, all records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other records of the Receivership Defendants;
- c. Possession and custody of all assets belonging to members of the public now held by the Receivership Defendants;

- d. All keys, passwords, entry codes, and combinations to locks necessary to gain or to secure access to any of the assets or records of the Receivership Defendants related to their business activities and business and personal finances, including, but not limited to, access to the Receivership Defendants' business premises, means of communication, accounts, computer systems, mobile electronic devices, or other property; and
- e. Information identifying the accounts, employees, properties or other assets or obligations of the Receivership Defendants.

37. Upon service of this Order, and absent a valid assertion by Relief Defendant Mainstream of its right against self-incrimination under the Fifth Amendment, Relief Defendant Mainstream and any other person or entity served with a copy of this Order, shall immediately or within such time as permitted by the Temporary Receiver in writing, deliver over to the Temporary Receiver:

- a. Possession and custody of all assets of the Receivership Defendants, wherever situated, including those owned beneficially or otherwise;
- b. Possession and custody of records of the Receivership Defendants in connection with their business activities and business and personal finances, including but not limited to, all records of accounts, all financial and accounting records, balance sheets, income statements, bank records (including monthly statements, canceled checks, records of wire transfers, and check registers), client lists, title documents and other records of the Receivership Defendants;

- c. Possession and custody of all assets belonging to members of the public now held by the Receivership Defendants;
- d. All keys, passwords, entry codes, and combinations to locks necessary to gain or to secure access to any of the assets or records of the Receivership Defendants related to their business activities and business and personal finances, including, but not limited to, access to the Receivership Defendants' business premises, means of communication, accounts, computer systems, mobile electronic devices, or other property; and
- e. Information identifying the accounts, employees, properties or other assets or obligations of the Receivership Defendants.

VII. Directive To Cooperate with Temporary Receiver

38. Absent a valid assertion of their respective rights against self-incrimination under the Fifth Amendment, Defendants, Related Relief Defendants, Relief Defendant Mainstream, and all other persons or entities served with a copy of this order shall cooperate fully with and assist the Temporary Receiver. This cooperation and assistance shall include, but not be limited to, providing any information to the Temporary Receiver that the Temporary Receiver deems necessary to exercising the authority as provided in this Order; providing any password required to access any computer or electronic files in any medium; and discharging the responsibilities of the Temporary Receiver under this Order, and advising all persons who owe debts to the Receivership Defendants that all debts should be paid directly to the Temporary Receiver.

VIII. Stay on Actions Against the Receivership Defendants

IT IS FURTHER ORDERED THAT:

39. Except by leave of the Court, during the pendency of the receivership ordered herein, the Defendants, Related Relief Defendants, Relief Defendant Mainstream, and all other persons and entities shall be and hereby are stayed from taking any action (other than the present action by the Commission) to establish or enforce any claim, right or interest for, against, on behalf of, in, or in the name of, the Receivership Defendants, the Temporary Receiver, the Receivership Estate, or the Temporary Receiver's duly authorized agents acting in their capacities as such, including but not limited to, the following actions:

- a. Petitioning, or assisting in the filing of a petition, that would cause the Receivership Defendants to be placed in bankruptcy;
- b. Commencing, prosecuting, litigating, or enforcing any suit or proceeding against any of the Receivership Defendants, or any of their subsidiaries or affiliates, except that such actions may be filed to toll any applicable statute of limitations;
- c. Commencing, prosecuting, continuing, or entering any suit or proceeding in the name or on behalf of any of the Receivership Defendants, or any of their subsidiaries or affiliates;
- d. Accelerating the due date of any obligation or claimed obligation, enforcing any lien upon, or taking or attempting to take possession of, or retaining possession of, property of the Receivership Defendants, or any of their subsidiaries or affiliates, or any property claimed by any of them, or

attempting to foreclose, forfeit, alter, or terminate any of the Receivership Defendants' interests in property, including without limitation, the establishment, granting, or perfection of any security interest, whether such acts are part of a judicial proceeding or otherwise;

- e. 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 property, wherever located, owned by or in the possession of the Receivership Defendants, or any of their subsidiaries or affiliates, or the Temporary Receiver, or any agent of the Temporary Receiver; and
- f. Doing any act or thing whatsoever to interfere with the Temporary Receiver taking control, possession, or management of the property subject to the receivership, or to in any way interfere with the Temporary Receiver or to harass or interfere with the duties of the Temporary Receiver; or to interfere in any manner with the exclusive jurisdiction of this Court over the property and assets of the Receivership Defendants, or their subsidiaries or affiliates.

Provided, however, that nothing in this section shall prohibit any federal or state law enforcement or regulatory authority from commencing or prosecuting an action against the Receivership Defendants.

IX. Compensation for Temporary Receiver and Personnel Hired by the Temporary Receiver

40. The Temporary Receiver and all personnel hired by the Temporary Receiver as herein authorized, including counsel to the Temporary Receiver, are entitled to reasonable compensation for the performance of duties pursuant to this Order and for the cost of actual out-of-pocket expenses incurred by them for those services authorized by this Order that when rendered were: (1) reasonably likely to benefit the receivership estate, or (2) necessary to the administration of the estate. However, the Temporary Receiver and any personnel hired by the Temporary Receiver shall not be compensated or reimbursed by, or otherwise be entitled to, any funds from the Court or the Commission. The Temporary Receiver shall file with the Court and serve on the parties periodic requests for the payment of such reasonable compensation, with the first such request filed no more than 60 days after the date of this Order and subsequent requests filed quarterly thereafter. The requests for compensation shall itemize the time and nature of services rendered by the Temporary Receiver and all personnel hired by the Temporary Receiver.

X. Persons Bound By this Order

41. This Order is binding on any person who receives actual notice of this Order by personal service or otherwise and is acting in the capacity of an officer, agent, servant, employee, or attorney of the Defendants or Related Relief Defendants, or is in active concert or participation with the Defendants or Related Relief Defendants.

XI. Bond Not Required of Plaintiff or the Temporary Receiver

42. As Plaintiff Commission has made a proper showing under Section 6c(b) of the Act, 7 U.S.C. § 13a-1(b) (2012), it is not required to post any bond in connection with this Order. The Temporary Receiver similarly is not required to post bond.

XII. Service of Order and Assistance of United States Marshals Service and/or Other Law Enforcement Personnel

43. Copies of this Order may be served by any means, including via email or facsimile transmission, upon any financial institution or other entity or person that may have possession, custody, or control of any records or assets of any Defendant or Related Relief Defendant, or that may be subject to any provision of this Order.

44. Margaret Aisenbrey, J. Alison Auxter, Jennifer Chapin, Lauren Fulks, Rachel Hayes, James Humphrey, Rebecca Jelinek, Jeff Le Riche, Charles Marvine, Jo Mettenburg, Christopher Reed, Peter Riggs, Elsie Robinson, Thomas Simek, Allison Sizemore, Nicholas Sloey, Tiffany Stanphill, and Stephen Turley, and representatives of the United States Marshals Service and the Federal Bureau of Investigation (“FBI”) are specially appointed by the Court to effect service.

45. The United States Marshals Service and the FBI are authorized to: a) accompany and assist the Commission representatives in the service and execution of the Summons, Complaint and this Order on the Defendants, Related Relief Defendants, and Relief Defendant Mainstream, and b) help maintain lawful order while Commission representatives inspect records as provided in this Order.¹

¹ Nothing in this Order shall limit in any way any other lawful activities undertaken by the FBI with respect to Defendants or Relief Defendants in connection with any other proceeding.

XIII. Service on the Commission

46. Defendants, Related Relief Defendants, and Relief Defendant Mainstream shall comply with all electronic filing rules and requirements of the U.S. District Court , Middle District of Florida, Tampa Division, and shall serve all pleadings, correspondence, notices required by this Order, and other materials on the Commission by delivering a copy to **Jo E. Mettenburg, Chief Trial Attorney, Division of Enforcement, Commodity Futures Trading Commission, 4900 Main Street, Suite 500, Kansas City, Missouri 64112**, by electronic filing, e-mail, personal delivery or courier service (such as Federal Express or United Parcel Service) and not by regular mail due to potential delay resulting from heightened security and decontamination procedures applicable to the Commission’s regular mail.

XIV. Hearing on Preliminary Injunction and Expedited Discovery

47. Plaintiff’s Motion for a Preliminary Injunction is set for hearing on the _____ day of _____, 2019, at _____ .m., before the Honorable _____ , Courtroom _____ at the United States Courthouse for the Middle District of Florida at 801 North Florida Avenue, Tampa, Florida, 33602. Should any party wish to file a memorandum of law or other papers concerning the issuance of a preliminary injunction against the Defendants, Related Relief Defendants, or Relief Defendant Mainstream, such materials shall be filed, served and received by all parties at least two days before the hearing ordered above.

48. The CFTC’s additional request for expedited discovery is granted and in advance of this preliminary injunction hearing, the parties may conduct expedited discovery,

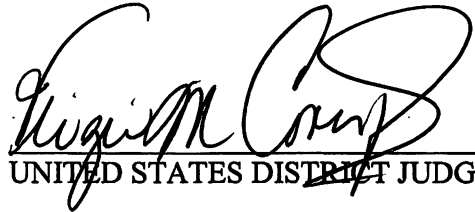
To be scheduled by assigned magistrate judge.

and the prohibition upon discovery before the early meeting of counsel pursuant to Rule 26(f), in accordance with Rule 26(d), is removed. The CFTC may take depositions of Defendants Michael J. DaCorta, Joseph S. Anile, II, Raymond P. Montie, III, John J. Haas, and Francisco "Frank" L. Duran subject to two calendar days' notice pursuant to Rule 30(a), that notice may be given personally, by facsimile, or by electronic mail, and, if necessary, any deposition may last more than seven hours.

XV. Force and Effect

49. This Order shall remain in full force and effect until April 29, 2019 unless extended further by order of this Court pursuant to Rule 65(b)(2), and this Court retains jurisdiction of this matter for all purposes.

IT SO ORDERED, at Tampa, Florida on this 15th day of April, 2019, at 2:30 p.m.


UNITED STATES DISTRICT JUDGE

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

<p>COMMODITY FUTURES TRADING COMMISSION,</p> <p>Plaintiff,</p> <p>v.</p> <p>OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSPEH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS,</p> <p>Defendants;</p> <p>and</p> <p>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,</p> <p>Relief Defendants.</p>	<p>Case No. 8:19-CV-00886</p>
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ORDER APPOINTING RECEIVER AND STAYING LITIGATION

WHEREAS this matter has come before this Court upon the unopposed motion of Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission") to appoint a receiver in the above-captioned action; and,

WHEREAS the Court finds that, based on the record in these proceedings, the

appointment of a receiver in this action is necessary and appropriate for the purposes of marshaling 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”); 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. This 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; Michael J. DaCorta; Joseph S. Anile, II; Francisco “Frank” L. Duran; 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 Assets. *See* ECF No. 14 (dated April 23, 2019 and releasing the Mainstream f/b/o Oasis Citibank Accounts -1174, -5606 and -0764). Until further Order of this Court, no other assets of the Relief Defendant Mainstream Fund Services, Inc. are part of the Receivership Assets. The Court expressly reserves the right to determine at a later date whether 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 is hereby appointed to serve without bond as receiver (the “Receiver”) for the estates of the Receivership Defendants.

I. Asset Freeze

4. Except as otherwise specified herein, all Receivership Assets and Recoverable Assets remain frozen until further order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets and/or any Recoverable Assets, 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 Assets and/or Recoverable Assets that are on deposit with financial institutions such as banks, brokerage firms, and mutual funds. This freeze shall also include but not be limited to Receivership Assets and/or Recoverable Assets 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 ("Receivership Property" or, 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. The Receiver is authorized to issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure and applicable Local Rules, 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, and Duran) 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 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. Within fourteen (14) days of the entry of this Order, Defendants DaCorta, Anile, and Duran 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. Within thirty (30) days of the entry of this Order, Defendants DaCorta, Anile, and Duran, 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. Of all assets received by any of them (Defendants DaCorta, Anile, and Duran, and Relief Defendant Mainstream Fund Services, Inc.) from any person or entity, including the value, location, and disposition of any assets so received; and
- D. Of 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. Within thirty (30) days of the entry of this Order, Defendants DaCorta, Anile, and Duran shall provide to the Receiver and Plaintiffs 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, and Duran, 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, and 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 its discovery requests in accordance with the Federal Rules of Civil Procedure.

14. The Receivership Defendants and Relief Defendant Mainstream Fund Services, Inc. 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. 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 employees.

17. All banks, brokerage firms, financial institutions, and other persons or entities which have possession, custody or control of any assets or funds held by, in the name of, or for the benefit of, directly or indirectly, and 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 that 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. 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, FL	Defendant OIG's main office Owned by Relief Defendant 444 Gulf of Mexico Drive
4064 Founders Club Drive Sarasota, FL	Defendant Anile's residence Owned by Relief Defendant 4064 Founders Club Drive, LLC
6922 Lacantera Circle Lakewood Ranch, FL	Defendant DaCorta's residence Owned by Relief Defendant 6922 Lacantera Circle, LLC
13318 Lost Key Place Lakewood Ranch, FL	Defendant DaCorta's residence Owned by Relief Defendant 13318 Lost Key Place, LLC
7312 Desert Ridge Glen Lakewood Ranch, FL	Owned by Defendant Oasis International Group, Limited.
17006 Vardon Terrace, #105 Lakewood Ranch, FL	Owned by Defendant Oasis Management, LLC
16804 Vardon Terrace, #108 Lakewood Ranch, FL	Owned by Defendant Oasis Management, LLC
16904 Vardon Terrace, #106 Lakewood Ranch, FL	Owned by Defendant DaCorta

20. 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. 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.

21. 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

22. 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.

23. 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.

24. 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.

25. 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 Plaintiffs.

26. 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.

27. 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.

28. 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

29. 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.

30. The Receivership Defendants and Relief Defendant Mainstream Fund Services, Inc. shall cooperate with and assist the Receiver in the performance of his duties.

31. 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

32. As set forth in detail below, the following proceedings, excluding the instant proceeding and all police or regulatory actions and actions of the CFTC 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").

33. 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.

34. 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 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

35. For each of the Receivership Estates, 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").

36. 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.

37. Subject to Paragraph 38, 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.

38. 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.

39. The Receiver is authorized to take all actions to manage, maintain, and/or wind-down business operations of the Receivership Estates, 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.

40. 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

41. 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 Plaintiffs' counsel, be advisable or proper to recover and/or conserve Receivership Property.

42. 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.

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

44. 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

45. 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 4 above, the Receiver is vested with management authority for all entity Receivership Defendants and may therefore file and manage a Chapter 11 petition.

46. 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

47. 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.

48. The Receiver and his agents, acting within scope of such agency (“Retained Personnel”) 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 Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel.

49. 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.

50. 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

51. 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").

52. The Receiver shall file the Liquidation Plan in the above-captioned action, with service copies to counsel of record.

53. Within thirty (30) days after the end of each calendar quarter, the Receiver shall file and serve a full report and accounting of each Receivership Estate (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 Estates.

54. 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 one column for the quarterly period covered and a second column 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. A list of all known creditors with their addresses and the amounts of their claims;
- G. The status of Creditor Claims Proceedings, after such proceedings have been commenced; and,
- H. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

55. 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

56. Subject to Paragraphs 58 – 63 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.

57. Subject to Paragraph 58 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 first obtaining an Order of the Court authorizing such engagement.

58. 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.

59. 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.

60. 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.

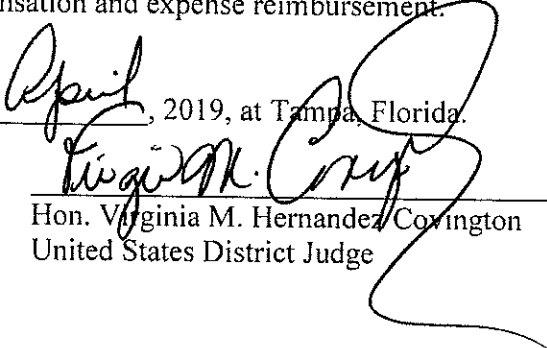
61. Quarterly Fee Applications may be subject to a holdback in the amount of 20% of the amount of fees and expenses for each application filed with the Court. The total amounts held back during the course of the receivership will be paid out at the discretion of the Court as part of the final fee application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

62. Each Quarterly Fee Application shall:
- A. Comply with the terms of the 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.

63. 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 30th day of April, 2019, at Tampa, Florida.



Hon. Virginia M. Hernandez-Coxington
United States District Judge

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES MARSHALS SERVICE
AND BURTON W. WIAND, RECEIVER**

This Memorandum of Understanding (“MOU”) is entered into by and between the United States Marshals Service (“USMS”) and Burton W. Wiand, who was appointed as receiver (the “Receiver”) over the assets of the defendants and relief defendants (the “Receivership Assets”) in *Commodity Futures Trading Commission v. Oasis International Management, LLC, et al.*, Case No. 19-cv-886 (M.D. Fla.) (the “Oasis Defendants”) pursuant to (1) that Order Granting Plaintiff’s Motion For An Ex Parte Statutory Restraining Order, Appointment Of A Temporary Receiver, And Other Equitable Relief, dated April 15, 2019 (the “Temporary Receivership Order”), and (2) that Order Appointing Receiver And Staying Litigation, dated April 30, 2019 (the “Permanent Receivership Order” and, collectively with the Temporary Receivership Order, the “Receivership Orders”). The Receivership Orders direct the Receiver to take possession, custody, and control of all Receivership Assets. This MOU establishes the conditions under which forfeited real and personal property that are Receivership Assets (“Forfeited Receivership Assets”) will be transferred to the custody of the Receiver for purposes of liquidation and how the proceeds of that liquidation will be handled pending final adjudication of any Petitions for Remission or Mitigation of Forfeiture by the Department of Justice.

I. Authority

This MOU is established pursuant to the Economy Act, 31 U.S.C. § 1535.

II. Purpose

This MOU establishes the roles and responsibilities related to the custody and sale of the Forfeited Receivership Assets by the Receiver and the distribution of the net proceeds of the sale of such assets.

III. Scope

This MOU governs the sale of Forfeited Receivership Assets by the Receiver, the safekeeping and distribution of the sale proceeds, and any necessary recordkeeping. This MOU does not govern the sale of other Receivership Assets, which are in or may come into the possession, custody, or control of the Receiver. All sales of Receivership Assets, including Forfeited Receivership Assets, must comply with the provisions set forth in the Receivership Orders.

IV. Conditions

The Parties agree to the following conditions:

A. Reports

The Receiver shall provide the USMS with a copy of the list of assets required by paragraph 10 of the Permanent Receivership Order as soon as practicable after the delivery of any such list to the Receiver by Oasis Defendants DaCorta, Anile, and/or Duran. The Receiver shall also provide the USMS with the Liquidation Plan outlined in paragraph 51 of the Permanent Receivership Order, which Liquidation Plan will require the Receiver to sell the Forfeited Receivership Assets consistent with the provisions of the Receivership Orders and 28 U.S.C. §§ 2001, 2002, 2004 (absent a Court order authorizing deviation from those provisions). Until the Forfeited Receivership Assets are sold, the Receiver shall provide the USMS with copies of the Quarterly Status Reports outlined in Paragraphs 53 and 54 of the Permanent Receivership Order.

B. Transfer of Forfeitable Receivership Assets

The USMS shall transfer the Forfeited Receivership Assets to the Receiver upon receipt of a non-appealable forfeiture order or other order authorizing the sale of the Forfeited Receivership Assets and acceptance of the Liquidation Plan. The Receiver will acknowledge receipt of the Forfeited Receivership Assets by signing the USM-102, Custody/Storage Details record. All costs incurred by the Receiver to assume custody and transportation of the Forfeited Receivership Assets will be the responsibility of the Receiver.

C. Sales Process

The Receiver will sell the Forfeited Receivership Assets in accordance with the Liquidation Plan, the Receivership Orders, and 28 U.S.C. §§ 2001, 2002, 2004 (absent a Court order authorizing deviation from those provisions), keeping in mind that the sale of the Forfeited Receivership Assets must be accomplished by “commercially feasible” means, as required by 21 U.S.C. § 853(h). The USMS acknowledges that a private sale, as allowed by paragraph 37 of the Permanent Receivership Order and 28 U.S.C. § 2001(b), can be commercially feasible. The Receiver agrees to consider the use of a public sale to the extent practicable and otherwise appropriate. The Receiver has sole discretion to decide the logistics of the sale of the Forfeited Receivership Assets, on the terms and in the manner the Receiver deems most beneficial to the Receivership Estate and with due regard to the realization of the true and proper value of such property. To the extent the Receiver has questions as to whether or not a contemplated means of sale or disposition is commercially feasible, he shall consult the USMS for guidance. Finally, the Receiver shall provide to the USMS copies of all motions requesting authority to sell properties prior to their submission to the District Court.

D. Expenses

From the proceeds of the sale of the Forfeited Receivership Assets, the Receiver may only deduct direct expenses necessary to safeguard, maintain, advertise, and sell the Forfeited Receivership Assets, such as closing costs, publication costs, and broker fees or commissions (“Asset Expenses”). The Receiver will submit all other costs and fees to the CFTC and the United States District Court supervising the Receiver in accordance with the procedures set forth in the Receivership Orders.

E. Proceeds of Sale

Once a sale concludes, the Receiver will promptly transfer the proceeds of sale, net of Asset Expenses (“Net Proceeds”), as defined in Part D. above to the USMS for deposit in the Department of Justice Asset Forfeiture Fund. The USMS will provide Receiver with wiring instructions for said transfer.

F. Communications

The United States Attorney’s Office for the Middle District of Florida will coordinate communications between the Receiver and the USMS. Obligations of notification to the USMS under this MOU may be satisfied by providing notice to the United States Attorney’s Office directed to Assistant United States Attorney Suzanne Nebesky.

V. Revisions

The terms of this MOU may be amended upon the written approval of the USMS and the Receiver. Such amendment shall become effective upon the date of approval.

VI. Termination

This MOU shall terminate upon the remission of the funds obtained through liquidation of the Forfeited Receivership Assets to the Receivership Estate.

VII. No Private Right Created

This document is not intended to confer any right or benefit on any private party or person.

VIII. Effective Date

This MOU shall take effect on the date it was executed by both parties and shall remain in effect until terminated.

RECEIVER

United States Marshals Service



Burton W. Wiand
Court-Appointed Receiver



Tim Virtue
Assistant Director
Asset Forfeiture Division

DATE: 5/30/2019

DATE: 5/31/19