UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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

Plaintiff,

v. Case No: 8:20-cv-00862-VMC-TGW

CHRIS AND SHELLEY ARDUINI, et al.,

Defendants.
_____/

PLAINTIFF'S OMNIBUS RESPONSE IN OPPOSITION TO MOTIONS TO QUASH SUMMONS AND OBJECT TO JURISDICTION (DOC. 232-243, 258-261)

Plaintiff, BURTON W. WIAND, as Receiver for OASIS INTERNATIONAL GROUP, LTD., OASIS MANAGEMENT, LLC, and SATELLITE HOLDINGS COMPANY (***"Receiver"***), by and through undersigned counsel and pursuant to Fed.R.Civ.P. 12 and Local Rule 2.03(e), files this response in opposition to the Motions to Quash Summons and Object to Jurisdiction (Doc. 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 258, 259, 260, and 261) filed by LIFE'S ELEMENTS, INC., TIM HUNTE DBA KATT DISTRIBUTION, RICHARD HUBBARD, COURTNEY HUBBARD, CHRIS ARDUINI, SHELLEY ARDUINI, PATRICK FLANDER, FRANK NAGEL, DAVID PAUL LIPINCZYK, VINCE PETRALIS, JR., ALAN JOHNSTON, CHAD HICKS, BLACK DRAGON CAPITAL, LLC, KEVIN KERRIGAN, KERRIGAN MANAGEMENT, INC., ANNA FUKSMAN, HENRY FUKSMAN, and VINCE

PETRALIS, SR. (collectively the ***"Pro Se Defendants"***),. In support of this response, the Receiver states as follows:

Executive Summary

After the Commodity Futures Trading Commission (***"CFTC"***) filed an enforcement action against various entities and individuals for alleged involvement in a classic Ponzi scheme, the Receiver was appointed over, in relevant part, the plaintiff entities. Following his appointment, the Receiver initiated this action against ninety-four (94) Defendants to recover money transferred to each Defendant through or on behalf of the entities involved in the Ponzi scheme. After the Receiver filed the Complaint (Doc. 1) and before he served the Pro Se Defendants, Brent Winters, contacted undersigned counsel and claimed to represent almost all of the Pro Se Defendants. Subsequently, the Receiver learned that Mr. Winters and an individual named Greg Melick circulated a Power of Attorney and Non-Disclosure Agreement to investors related to the CFTC Action (as defined below). The Power of Attorney purported to appoint Mr. Winters as "my private Counsel and Agent," with powers including these:

> To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching upon my property, real or personal…in any way concerned and arising or deriving exclusively from Commodity Futures Trading Commission v. Oasis International Group, Ltd; Oasis Management, LLC, Satellite Holdings Company; Michael J. DaCorta; Joseph Anile, II; Raymond P. Montie III; Francisco "Frank" L. Duran; John J. Haas; Defendants and/or Relief Defendants per Case Number 8:19-cv-00886-VMC-SPF in the United States District Court Middle District of Florida, Tampa Division…
>
> …To appear, cross-examine witnesses, take deposition(s), offer evidence in my defense, submit Affidavits and other pertinent paperwork, plead or defend on my behalf before any competent court of Jurisdiction respecting the aforesaid case and any derivative thereof.

Mr. Winters and Mr. Melick do not appear to be licensed to practice law in Florida or admitted before the United States District Court for the Middle District of Florida.

After the Receiver served the Pro Se Defendants with the Complaint (Doc. 1), they filed nearly identical Motions to Quash Summons and Object to Jurisdiction (Doc. 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 258, 259, 260, 261) (collectively, the "***Motions***"). The Motions baselessly claim that the summonses served on the Pro Se Defendants are void because the Receiver purportedly failed to comply with 28 U.S.C. § 754 ("***Section 754***"). The Motions must be denied because the Receiver indeed complied with Section 754. Furthermore, Local Rule 2.03(e) prohibits Pro Se Defendants, Life's Elements, Inc., Black Dragon Capital, LLC, and Kerrigan Management, Inc., from appearing without counsel admitted to practice in this Court pursuant to Local Rule 2.01 or 2.02. Thus, in addition to the legal and factual insufficiencies set forth in the Motions that warrant denial, the Motions filed by Life's Elements, Inc. (Doc. 232), Black Dragon Capital, LLC (Doc. 243), and Kerrigan Management, Inc. (Doc. 259) should be denied for failure to comply with Local Rule 2.03(e).

Factual Background

The Receiver's Appointment

On April 15, 2019, the CFTC filed an enforcement action against various defendants alleged to have violated the Commodity Exchange Act. *See C.F.T.C. v. Oasis International Group, Ltd.*, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (*"**CFTC Action**"*). In conjunction with the CFTC Action, on April 15, 2019, the Court entered a temporary order appointing the Receiver and directed him to take possession of the Receivership Estate. (CFTC Action, Doc. 7). Subsequently, on July 11, 2019, the Court entered a "***Consolidated Receivership Order***" that superseded two prior orders and now governs the Receiver's activities. (CFTC Action, Doc. 177). The Consolidated Receivership Order provides that, "**[t]his Order shall also constitute the appointment or re-appointment of the Receiver for purposes of 28 U.S.C. § 754.**" (Emphasis

supplied.) *Id.* at ¶ 3. Through the Consolidated Receivership Order, the Court authorized and directed the Receiver to prosecute actions to recover Receivership Property (as defined therein).[1] The Court later expressly authorized the Receiver to retain "clawback" counsel, institute pre-suit settlement procedures, and bring litigation against non-settling profiteers. (CFTC Action, Docs. 237, 247, 258, and 264).

The Receiver's Compliance with 28 U.S.C. § 754

In anticipation of prosecuting actions to recover Receivership Property from the Pro Se Defendants under the Florida Uniform Fraudulent Transfer Act, the Receiver filed the Complaint from the CFTC Action and the Consolidated Receivership Order in the federal district courts where the Pro Se Defendants reside and did so within ten (10) days of the July 11, 2019 Consolidated Receivership Order. The Receiver's compliance with Section 754 is illustrated in the following chart and attached **Exhibits A-H** referenced therein.

Pro Se Defendant	District Filing	Filing Date	Exhibit
Tim Hunte (Doc. 233,¶ 7)	**Eastern District of PA** 2:19-mc-00141-UJ; Doc. 1	7/19/19	A
Richard Hubbard (Doc. 234, ¶ 7)	**District of NJ** 2:19-mc-00210-KSH; Doc. 1 &1-1	7/17/19	B
Courtney Hubbard (Doc. 235, ¶ 7)	**District of NJ** 2:19-mc-00210-KSH; Doc. 1& 1-1	7/17/19	B
Chris Arduini (Doc. 236, ¶ 7)	**Northern District of NY** 5:19-mc-000024-FJS-ATB; Doc. 1 &2	7/18/19	C

[1] Specifically, the Court found that entry of the Consolidated Receivership Order was necessary and appropriate for the purposes of marshaling and preserving all assets, including in relevant part, assets that "were fraudulently transferred by the Defendants and/or Relief Defendants." CFTC Action, Doc. 177 at 2. The Court also authorized the Receiver "to sue for and collect, recover, receive and take into possession all Receivership Property" (*id.* ¶ 8.B.) and "[t]o bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver" (*id.* ¶ 8.I.). Similarly, the Court authorized, empowered, and directed the Receiver to "prosecute" actions "of any kind as may be in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property." *Id.* ¶ 43.

Shelley Arduini (Doc. 236, ¶ 7)	**Northern District of NY** 5:19-mc-000024-FJS-ATB; Doc. 1 &2	7/18/19	C
Pro Se Defendant	**District Filing**	**Filing Date**	**Exhibit**
Patrick Flander (Doc. 237, ¶ 7)	**Northern District of NY** 5:19-mc-000024-FJS-ATB; Doc. 1 &2	7/18/19	C
Frank Nagel (Doc. 238, ¶ 7)	**Southern District of NY** 1:19-mc-00347-JPO; Doc. 1 & 1-2	7/19/19	D
Kevin Kerrigan (Doc. 258, ¶ 7)	**Southern District of NY** 1:19-mc-00347-JPO; Doc. 1 & 1-2	7/19/19	D
Kerrigan Management, Inc. (Doc. 259, ¶ 7)	**Southern District of NY** 1:19-mc-00347-JPO; Doc. 1 & 1-2	7/19/19	D
Anna Fuksman (Doc. 260, ¶ 7)	**Western District of NY** 6:19-mc-06008; Doc. 1 & 1-1	7/18/19	E
Henry Fuksman (Doc. 260, ¶ 7)	**Western District of NY** 6:19-mc-06008; Doc. 1 & 1-1	7/18/19	E
Vince Petralis, Sr. (Doc. 261, ¶ 7)	**Western District of NY** 6:19-mc-06008; Doc. 1 & 1-1	7/18/19	E
David Paul Lipinczyk (Doc. 239, ¶ 7)	**Western District of NY** 6:19-mc-06008; Doc. 1& 1-1	7/18/19	E
Vince Petralis, Jr. (Doc. 240, ¶ 7)	**Western District of NY** 6:19-mc-06008; Doc. 1& 1-1	7/18/19	E
Alan Johnston (Doc. 241, ¶ 7)	**Eastern District of TX** 1:19-mc-00018; Doc 1 & 1-1	7/18/19	F
Chad Hicks (Doc. 242, ¶ 7)	**Southern District of IL** 4:19-mc-00006-JPG; Doc. 1-1 &1-2	7/18/19	G
Black Dragon Capital, LLC (Doc. 243, ¶ 7)	**Eastern District of NY** 2:19-mc-01863-UAD; Doc. 1&1-4	7/17/19	H
Life's Elements, Inc. (Doc. 232, ¶ 7)	**Eastern District of NY** 2:19-mc-01863-UAD; Doc. 1&1-4	7/17/19	H

Accordingly, the Receiver filed copies of the CFTC Action Complaint and Consolidated Receivership Order in the federal district courts where the Pro Se Defendants admittedly reside within ten (10) days of his July 11, 2019 order of appointment. *Compare* Exs. A-H and Mots. ¶ 7 (admitting residence within the pertinent districts).

The Receiver Sues Pro Se Defendants

In accordance with the Consolidated Receivership Order (and the Court's subsequent express authorization), on April 14, 2020, the Receiver initiated this action against the Pro Se Defendants, asserting claims under the Florida Uniform Fraudulent Transfer Act, Fla. Stat.

§ 726.101 and, in the alternative, a claim for unjust enrichment. (Doc. 1). After the Receiver filed the Complaint and before he served the Pro Se Defendants, Brent Winters, contacted undersigned counsel and claimed to represent nearly all of the Pro Se Defendants.[2] See referenced correspondence attached hereto as **Exhibit "I."** In connection with Mr. Winters' purported representation, he and Greg Melick circulated a Power of Attorney and Non-Disclosure Agreement to investors related to the CFTC Action. The referenced correspondence sent on behalf of Messrs. Winters and Melick is attached hereto as Composite **Exhibit "J"** and states in relevant part,

> [w]ithout the NDA, you will not be able to receive the confidential email that I am sending out later tonight to those who have **hired our group attorney**…
>
> If you have decided to opt-out of **our group attorney**, and not complete the NDA and POA, please let me know. (Emphasis supplied).

Mr. Winters and Mr. Melick do not appear to be licensed to practice law in Florida or before the United States District Court for the Middle District of Florida.[3] Even so, Mr. Winters' website touts his "word-smithing" services along with "pleading & brief writing" and "[w]riting and re-writing of pleadings for *pro se* litigants."[4] This, coupled with the Power of Attorney appointing Mr. Winters to, "…defend all actions or other legal proceedings touching upon my property, real or personal…in any way concerned and arising or deriving exclusively from the [CFTC Action]," suggests that the Motions were ghost-written by Mr. Winters—the "group attorney." As the Receiver has previously noted, this possibility raises serious legal and ethical questions. *See, e.g.*,

[2] Mr. Winters provided a client list that included all Pro Se Defendants except Richard & Courtney Hubbard, Anna Fuksman, Life's Elements, Inc., Black Dragon Capital, LLC, and Kerrigan Management, Inc. and is attached as Exhibit I.

[3] Mr. Winters appears to be licensed to practice law in Illinois, but retains a business address in Indiana where he does not appear on the Indiana Roll of Attorneys. Mr. Winters has filed four hundred claims with the Receiver on behalf of investors (who reside in various states) related to the CFTC Action, but has not sought pro hac vice admission in the CFTC Action or this action.

[4] *See* https://commonlawyer.com/?page=Legal_Services, accessed July 30, 2020.

Florida Bar v. Schramek, 616 So. 2d 979 (Fla. 1993) (recognizing that a non-lawyer who drafts legal documents for someone else is engaged in the unauthorized practice of law); Fla. Bar. R. 10-2.2(b)(2) ("It shall constitute the unlicensed practice of law for a nonlawyer to give legal advice, to give advice on remedies or courses of action, or to draft a legal document for a particular self-represented person.").

After the Pro Se Defendants were served with a summons and the Complaint, they filed the Motions.[5] (Docs. 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 258, 259, 260, and 261). The Motions claim that the summonses served on the Pro Se Defendants are void because the Receiver purportedly failed to comply with Section 754. *See* Docs. 232-234, 236, 238, 239, 241, 242, 258, ¶¶ 12, 17 and Docs. 235, 237, 240, 243, 259-264, p. 4. Because the Receiver indeed complied with Section 754 by timely filing copies of the CFTC Complaint and Consolidated Receivership Order in the federal district courts where the Pro Se Defendants reside, the Motions must be denied.

Memorandum of Law

I. <u>The Summonses Are Not Void.</u>

The Motions must be denied because they erroneously argue that the summonses issued and served on the Pro Se Defendants are void because the Receiver is barred from issuing summonses to the Pro Se Defendants. This argument fails because it is unsupported in law and in fact. Here, the Receiver complied with Rule 4(b), which provides that on or after filing the complaint, a summons **<u>must</u>** be issued if it is properly completed and submitted to the clerk for signature and seal. (Emphasis supplied.) Moreover, the Motions fail to cite legal authority

[5] Docs. 235, 237, 240, 243, 259-264 were presented as joinders to 232, 239, 258 and incorporated the same legal arguments.

supporting the Pro Se Defendants' proposition that the summonses at issue are void as a matter of law. To the contrary, this Court entered an endorsed order (Doc. 8) expressly directing the Receiver to begin serving the defendants, and the powers set forth in 28 U.S.C. §§ 754 and 1692 allow the Receiver to serve process nationwide. *See, e.g., Wiand v. Schnall,* 2007 WL 9723817, at *2 (M.D. Fla. Apr. 12, 2007) ("[T]the applicable statutes, 28 U.S.C. §§ 754 and 1692, grant nationwide service of process and contemplate consolidated jurisdiction of ancillary cases within the [d]istrict [c]ourt in which the [r]eceivership is established."); *S.E.C. v. Nadel,* 2013 WL 2291871, at *1 n. 14 (M.D. Fla. May 24, 2013) ("When obtaining personal jurisdiction is required, 28 U.S.C. § 1692 in conjunction with § 754 and Federal Rule of Civil Procedure 4(k)(1)(C) provide the means of effectuating service nationwide."); *Steinberg ex rel. Lancer Management Group LLC v. Alpha Fifth Group,* 2010 WL 1332844, *2 (S.D. Fla. Mar. 30, 2010) (same). Because the Receiver complied with Fed. R. Civ. P. 4, and this Court's endorsed order (subject to one extension of the pertinent deadline) the summonses are valid and the Motions should be denied.

II. The Court Has Personal Jurisdiction Over The Pro Se Defendants.

Although the Motions are titled, "Motion to Quash Summons and Objection to Jurisdiction," to the extent that they seek dismissal for lack of personal jurisdiction under Fed. R. Civ. P. 12, they are meritless and should be denied. The Pro Se Defendants rely on Section 754's jurisdictional requirements to support their baseless contention that the Court lacks personal jurisdiction over them. That statute requires a receiver to file, "within ten days after the entry of his order of appointment," copies of the complaint and order of appointment in the district court for each district in which property is located. As the cases cited below demonstrate, "property" for purposes of Section 754 includes the money fraudulently transferred to the Pro Se Defendants, which the Receiver seeks to recover. In this case, the Receiver complied with Section

754 by filing the CFTC Action Complaint and Consolidated Receivership Order with the United States Court for the Eastern District of Pennsylvania, the District of New Jersey, the Northern District of New York, the Southern District of New York, the Western District of New York, the Eastern District of New York, the Eastern District of Texas, and the Southern District of Illinois within ten (10) days of the entry of the Consolidated Receivership Order. *See* Exs. A-H.

Even though the Receiver was *initially* appointed on April 15, 2019, the July 11, 2019 Consolidated Receivership Order superseded prior orders and provided, "[t]his Order shall also constitute the appointment or re-appointment of the Receiver for purposes of 28 U.S.C. 754." (CFTC Action, Doc. 177 at ¶ 3). Thus, the Receiver complied with Section 754 and established personal jurisdiction over the Pro Se Defendants by filing the CFTC Action Complaint and Consolidated Receivership Order in their respective judicial districts between July 17 and 19 of 2019—within ten (10) days of July 11, 2019.

The Receiver has successfully litigated this exact issue on numerous prior occasions. *See e.g., Wiand v. Buhl,* No. 8:10-CV-75-T-17MAP, 2011 WL 6048829, at *5 (M.D. Fla. Nov. 3, 2011), *report and recommendation adopted,* No. 8:10-CIV-75-T-17-MAP, 2011 WL 6048741 (M.D. Fla. Dec. 6, 2011) (denying motion to dismiss for lack of personal jurisdiction and finding satisfaction of § 754 where Receiver filed required documents within ten days of reappointing order); *S.E.C. v. Nadel,* Case No. 8:09-cv-0087-T-33CPT (M.D. Fla.), Doc. 983 (Receiver's sixth motion for reappointment), Doc. 984 (order reappointing Receiver), Docs. 140, 316, 493, 935 (additional orders reappointing the Receiver).

> Permitting a receiver to reassume jurisdiction in this manner is consistent with the role and purpose of a federal receivership. Were this not the rule, a receiver would be forced to file the required documentation in all ninety-four federal districts to protect jurisdiction over any potential, but presently unknown, receivership assets- a result that would produce a needless waste of time and lead to dissipation of assets otherwise returnable to defrauded investors.

Terry v. June, 2003 WL 21738299, at *3 (W.D. Va. July 21, 2003) ("Courts having addressed this issue unanimously suggest that an order of reappointment will renew the ten-day filing deadline mandated by section 754."); *see also Steinberg for Lancer Mgmt. Grp., Inc. v. Alpha Fifth Grp.*, 2006 WL 8431434, at *3 (S.D. Fla. Sept. 25, 2006) ("Because the filing was made within ten days of the Receiver's reappointment, it is effective to establish jurisdiction over any defendant who could be subject to the jurisdiction of a court of general jurisdiction in Delaware.") *Sallah v. Nat'l Strategic Corp., LLC*, 2017 WL 4681331, at *2 (S.D. Fla. Oct. 18, 2017) (finding compliance and jurisdiction where receiver filed copy of "Reappointment Order"). This Ponzi scheme involves more than seven-hundred (700) investors located throughout the United States. It would have been extremely wasteful to file in every single federal district while the Receiver's appointment was only temporary. After the entry of the Consolidated Receivership Order, however, the Receiver complied with Section 754, as authorized by governing law, and obtained personal jurisdiction over the Pro Se Defendants. Accordingly, the Motions should be denied.

WHEREFORE, the Receiver respectfully requests that this Court deny the Motions and grant such other relief as this Court deems just and proper.

August 12, 2020.

Respectfully submitted,

ENGLANDER FISCHER

/s/ Beatriz McConnell

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Attorneys for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this day I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system and will send copies by U.S mail and email as indicated to the following:

Via Mail:
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PRO SE

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/s/ Beatriz McConnell
Attorney for Plaintiff

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

19 mc 141

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

Exhibit "A"

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

19-MC-141

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

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I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	**Pool Funds Received**
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	**Amount**
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	**Amount**
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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Kansas City, MO 64112
(816) 960-7700

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Commodity Futures Trading Commission

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Jo Mettenburg, Commodity Futures Trading Commission
4900 Main Street, Suite 500, Kansas City, MO 64112

DEFENDANTS

Oasis International Group, Ltd., et al pending in the USDC for the Middle District of Florida as Case No.: 8-19-cv-886-VMC-SPF

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

See attached docket excerpt.

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☐ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☐ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☒ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity)*:
28 U.S.C. § 754

Brief description of cause:
Miscellaneous Receivership Action

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 7/17/19

SIGNATURE OF ATTORNEY OF RECORD

*As attorney for court-appointed Receiver.
Please see accompanying letter.
Jared J. Perez, Wiand Guerra King, P.A.
5505 W Gray Street, Tampa, FL 33609
Tel: (813) 347-5100 / Fax: (813) 347-5198

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ADMCLOSED, MEDIATION, MOTREF

U.S. District Court
Middle District of Florida (Tampa)
CIVIL DOCKET FOR CASE #: 8:19-cv-00886-VMC-SPF

Commodity Futures Trading Commission v. Oasis International Group, Limited et al
Assigned to: Judge Virginia M. Hernandez Covington
Referred to: Magistrate Judge Sean P. Flynn
Cause: 07:0006(b) Federal Commodity Exchange Regulation

Date Filed: 04/15/2019
Date Terminated: 07/12/2019
Jury Demand: None
Nature of Suit: 850 Securities/Commodities
Jurisdiction: U.S. Government Plaintiff

Plaintiff

Commodity Futures Trading Commission represented by **J. Alison Auxter**
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V.

Defendant

Oasis International Group, Limited

Defendant

Oasis Management, LLC

Defendant

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Defendant

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Andrew C. Searle
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Defendant

Bowling Green Capital Management, LLC
Relief Defendant

Defendant

Lagoon Investments, Inc
Relief Defendant

Defendant

Roar of the Lion Fitness, LLC
Relief Defendant

Defendant

444 Gulf of Mexico Drive, LLC
Relief Defendant

Defendant

4064 Founders Club Drive, LLC
Relief Defendant

Defendant

6922 Lacantera Circle, LLC
Relief Defendant

Defendant

13318 Lost Key Place, LLC
Relief Defendant

Defendant

4Oaks, LLC
Relief Defendant

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V.

Movant

United States of America represented by **Rachelle DesVaux Bedke**
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Date Filed	#	Docket Text
04/15/2019	1	COMPLAINT against 13318 Lost Key Place, LLC, 4064 Founders Club Drive, LLC, 444 Gulf of Mexico Drive, LLC, 4Oaks, LLC, 6922 Lacantera Circle, LLC, Joseph S. Anile, II, Bowling Green Capital Management, LLC, Michael J. Dacorta, Francisco "Frank" L. Duran, John J. Haas, Lagoon Investments, Inc, Mainstream Fund Services, Inc, Raymond P. Montie, III, Oasis International Group, Limited, Oasis Management, LLC, Roar of the Lion Fitness, LLC, Satellite Holdings Company filed by Commodity Futures Trading Commission. (Attachments: # 1 Civil Cover Sheet)(BES) (Entered: 04/15/2019)

WIAND GUERRA KING

5505 W. GRAY STREET | TAMPA, FL 33609 | PHONE: 813.347.5100

Jared J. Perez
Direct Dial: 813-347-5114
jperez@wiandlaw.com

July 17, 2019

Clerk of the United States District Court

Re: ***Commodity Futures Trading Commission v. Oasis International Group, Ltd., et al.***, Case No. 8:19-cv-886-VMC-SPF (M.D. Fla.)

Dear Clerk of the Court:

I represent Burton W. Wiand, the court-appointed receiver (the "**Receiver**") in the above-referenced matter, which is pending in the U.S. District Court for the Middle District of Florida (the "**M.D. Fla. Receivership**"). To obtain jurisdiction over property located in other districts, the Receiver must, "within ten days after the entry of his order of appointment, file copies of the complaint and such order of appointment in the district court for each district in which property is located." 28 U.S.C. § 754.

Enclosed pursuant to 28 U.S.C. § 754, please find the following documents from the M.D. Fla. Receivership: (1) a copy of the Amended Complaint; and (2) a copy of the Consolidated Receivership Order, appointing and/or reappointing the Receiver. For reference, I have also enclosed a partial copy of the docket sheet, showing all parties and their counsel. Finally, I have enclosed a check in the amount of $47.00 for any filing fee.

The Amended Complaint and Consolidated Receivership Order are to be filed as a miscellaneous action pursuant to 28 U.S.C. § 754. Although I have enclosed a check in the amount of $47.00, it my understanding that because the Commodity Futures Trading Commission is a federal government entity and secured the appointment of the Receiver, the filing fee may be waived. Accordingly, I ask that you waive the filing fee and return the enclosed check.

Aside from docketing the Amended Complaint and Consolidated Receivership Order pursuant to 28 U.S.C. § 754, neither the Clerk nor the Court need take any additional action. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Jared J. Perez

Enclosures
cc: Burton W. Wiand

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

Exhibit "B"

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	**Pool Funds Received**
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	**Amount**
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	**Amount**
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

5:19-mc-00024 -FJS-ATB

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

Exhibit "C"

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	Amount
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018)
(Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

Exhibit "D"

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry**.** During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	**Amount**
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving “commodity interests” (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco “Frank” L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

Exhibit "E"

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	Amount
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B) (Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
>
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

19 MC 6008

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

1:19mc18

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

Exhibit "F"

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF 1:19 mc 18

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	**Amount**
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] *6o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
Jo E. Mettenburg, jmettenburg@cftc.gov
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4900 Main Street, Suite 500
Kansas City, MO 64112
(816) 960-7700

CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION,

19-mc-6-JPG

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

Exhibit "G"

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	Amount
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B) (Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018) (Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION, Plaintiff, v. OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS, Defendants; and 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; Relief Defendants	Case No. 8:19-cv-886-VMC-SPF MISC. 19 1863

FIRST AMENDED COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL MONETARY PENALTIES, RESTITUTION, DISGORGEMENT AND OTHER EQUITABLE RELIEF

Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission"), by and through its attorneys, alleges as follows:

Exhibit "H"

I. SUMMARY

1. 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 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.

2. 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.

3. 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 $28 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.

4. 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.

5. By virtue of this conduct and the conduct further described herein, 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),

4*o*(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), 6k(2), 6m(1), 6*o*(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).

6. Unless restrained and enjoined by this Court, Defendants will likely continue to engage in acts and practices alleged in this Complaint and similar acts and practices, as described below.

7. Accordingly, the Commission brings this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), to enjoin Defendants' unlawful acts and practices, to compel their compliance with the Act and the Regulations promulgated thereunder, and to enjoin them from engaging in any commodity-related activity. In addition, the Commission seeks civil monetary penalties and remedial ancillary relief, including, but not limited to, trading and registration bans, restitution, disgorgement, rescission, pre- and post-judgment interest, and such other and further relief as the Court may deem necessary and appropriate.

II. JURISDICTION AND VENUE

8. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331 (2012) (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (2012) (providing that 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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2012), authorizes the Commission to seek injunctive and other relief against any person whenever it shall appear to the Commission that such person has

engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act, or any rule, regulation, or order thereunder. Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), subjects the forex solicitations and transactions at issue in this action to, *inter alia*, Sections 4b and 4*o* of the Act, 7 U.S.C. §§ 6b, 6*o* (2012), as further described below.

9. Venue lies properly in this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(c) (2012), because Defendants transacted business in this District and certain transactions, acts, practices, and courses of business in violation of the Act and the Regulations occurred, are occurring, or are about to occur in this District, among other places.

III. THE PARTIES

10. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the administration and enforcement of the Act and the Regulations promulgated thereunder. The CFTC maintains its principal office at Three Lafayette Centre, 1155 21st Street NW, Washington, D.C. 20581.

A. Corporate Defendants

11. Defendant **Oasis International Group, Limited** is a Cayman Islands limited corporation formed in March 2013 by DaCorta, Anile, and Montie. Defendants DaCorta, Anile, and Montie are all members of OIG and also serve on OIG's Board of Directors. DaCorta, Anile, and Montie operate OIG from its office at 444 Gulf of Mexico Drive, Longboat Key, Florida. During the Relevant Period, OIG acted as a commodity pool

operator ("CPO") by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. OIG is not registered with the Commission in any capacity.

12. Defendant **Oasis Management, LLC** is a Wyoming limited liability corporation formed in November 2011 with its principal place of business at 318 McMicken Street, Rawlins, Wyoming. During the Relevant Period, OM acted as a CPO for the Oasis Pools by accepting and receiving funds from pool participants in two bank accounts in OM's name at Bank #1for the purpose of investing in the Oasis Pools. OM is not registered with the Commission in any capacity.

13. Defendant **Satellite Holdings Company** is a South Dakota corporation formed in October 2014. Satellite Holdings's principal place of business is 110 East Center Street, Suite 2053, Madison, South Dakota. Defendant Haas is Satellite Holdings's director. During the Relevant Period, Satellite Holdings acted as a CPO for the Oasis Pools by soliciting, receiving, and accepting funds from pool participants for investment in the Oasis Pools. Satellite Holdings is not registered with the Commission in any capacity.

B. Individual Defendants

14. Defendant **Michael J. DaCorta** is a resident of Lakewood Ranch, Florida. DaCorta in 2006 was listed with the National Futures Association ("NFA") as a principal and registered with the Commission as an associated person ("AP") of a registered CTA, but he withdrew his listing and registration as part of a 2010 settlement with the NFA. DaCorta co-founded and is a principal shareholder and director of OIG. He is also the chief executive officer and the chief investment officer of OIG and opened and was the sole signatory on OM bank accounts. DaCorta was responsible for all OIG's investment decisions, trading

execution, services, sales, clearing and operations and signed OIG promissory notes. During the Relevant Period, DaCorta acted as an AP for CPOs OM and OIG by soliciting pool participants for investment in the Oasis Pools. DaCorta is permanently banned from registering with the Commission in any capacity, and is therefore not registered with the Commission.

15. Defendant **Joseph S. Anile, II** is a resident of Sarasota, Florida and Lattingtown, New York. Anile co-founded and is a principal shareholder, director, and president of OIG. Anile had responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Anile controlled OIG bank accounts. Additionally, Anile opened trading accounts for the Oasis Pools. Anile assisted in facilitating real estate purchases with pool funds and making non-forex investments with pool funds. Anile has never been registered with the Commission in any capacity.

16. Defendant **Raymond P. Montie, III**, is a resident of Jackson, New Hampshire. Montie co-founded and is a principal shareholder, director, and vice president of OIG. He was OIG's executive director of sales. During the Relevant Period, Montie acted as an AP of OIG by soliciting pool participants for investment in the Oasis Pools. Montie has never been registered with the Commission in any capacity.

17. Defendant **Francisco "Frank" L. Duran** is a resident of Florida. Duran handles the day-to-day operations of OIG and generally assists DaCorta with OIG's operations. During the Relevant Period, Duran acted as an AP of CPO OIG by soliciting pool participants for investment in the Oasis Pools. Duran has never been registered with the Commission in any capacity.

18. Defendant **John J. Haas** is a resident of New York. Haas is the sole director of Satellite Holdings and opened and was the sole signatory on Satellite Holdings bank accounts. Haas signed Satellite promissory notes. Haas was in charge of assisting pool participants who wished to invest their retirement funds in the Oasis Pools. During the Relevant Period, Haas acted as an AP for CPOs Satellite Holdings and OIG by soliciting pool participants for investment in the Oasis Pools. Haas has never been registered with the Commission in any capacity.

C. Relief Defendants

19. **Relief Defendant Mainstream Fund Services, Inc.** is a New York corporation that is a third-party administrator for the financial services industry. During the Relevant Period Mainstream held three accounts at Bank #2 (accounts XXXXXX1174, XXXXXX5606, and XXXXXX0764) that received, directly or indirectly, over $33 million from pool participants for investment in the Oasis Pools. These Mainstream accounts have no legitimate claim to pool participants' funds and did not provide any services for the Oasis Pools or pool participants. The Mainstream Accounts acted as pass-through accounts from which pool funds were transferred to a forex trading account in the United Kingdom, or to the Defendants, or to other businesses owned or controlled by Defendants. Mainstream was formerly named Fundadministration Inc. ("Fundadministration"), but changed its name to Mainstream in 2017.

20. **Relief Defendant Bowling Green Capital Management LLC** ("Bowling Green") is a New York limited liability company with an address of 26 Ludlam Avenue, Bayville, New York. DOS process for Bowling Green is Anile. Bowling Green has a bank

account at Bank #3 that received over $2.1 million in pool funds during the Relevant Period. Anile and MaryAnne E. Anile ("M. Anile") are the only signatories on this account. Bowling Green has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

21. **Relief Defendant Lagoon Investments, Inc. ("Lagoon")** is a South Dakota corporation with its principal place of business at 110 East Center Street, Suite 2053, Madison, South Dakota. In May 2015, Anile filed an application for Lagoon to transact business in Florida. DaCorta and Anile are the sole directors and officers of Lagoon. Lagoon has a bank account at Bank #4 that received $318,038.33 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. Anile and DaCorta are the sole signatories on this account. Lagoon has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

22. **Relief Defendant Roar of the Lion Fitness, LLC ("Roar of the Lion"),** is a Florida limited liability company located at 13313 Halkyn Point, Orlando, Florida. Andrew DaCorta ("A. DaCorta") is authorized to manage Roar of the Lion. Roar of the Lion has a bank account at Bank #1 that received over $71,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and A. DaCorta are the sole signatories on the account. Roar of the Lion has no legitimate claim to pool funds and did not provide any services for the Oasis Pools or pool participants.

23. **Relief Defendant 444 Gulf of Mexico Drive, LLC ("444")** is a Florida limited liability company with its principal place of business at 8374 Market Street, #421, Bradenton, Florida. OIG is authorized to manage 444. 444 has a bank account at Bank #1

that received over $834,000 of pool funds during the Relevant Period, and pool funds are the only source of funds in the account. DaCorta and Anile are the sole signatories on this account. Additionally, 444 owns an office building located at 444 Gulf of Mexico Drive, Longboat Key, Florida, that was purchased with pool funds. 444 has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

24. **Relief Defendant 4064 Founders Club Drive, LLC** ("4064 Founders Club") is a Florida limited liability company with its principal place of business at 8374 Market Street, Unit 421, Bradenton, Florida. Anile is the authorized representative of 4064 Founders Club and the registered agent. 4064 Founders Club has a bank account at Bank #1 that received over $590,000 of pool funds, and pool funds are the only source of funds in the account. Anile and M. Anile are the sole signatories on this account. Additionally, 4064 Founders Club purchased a residence with pool funds in which Anile lives, located at 4064 Founders Club Drive, Sarasota, Florida. 4064 Founders Club has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

25. **Relief Defendant 6922 Lacantera Circle, LLC** ("6922 Lacantera") is a Florida limited liability company with its principal place of business at 6922 Lacantera Circle, Lakewood Ranch, Florida. OM is authorized to manage 6922 Lacantera. 6922 Lacantera has a bank account at Bank #1 that received over $212,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on the account. Additionally, 6922 Lacantera owns a residence located at 6922 Lacantera Circle,

Lakewood Ranch, Florida that was purchased with pool funds. 6922 Lacantera has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

26. **Relief Defendant 13318 Lost Key Place, LLC** ("13318 Lost Key") is a Florida limited liability company with its principal place of business at 13318 Lost Key Place, Lakewood Ranch, Florida. OIG is authorized to manage 13318 Lost Key. 13318 Lost Key has a bank account at Bank #1 that received over $265,000 of pool funds, and pool funds are the only source of funds in this account. DaCorta is the sole signatory on this account. Additionally, 13318 Lost Key owns a residence located at 13318 Lost Key Place, Lakewood Ranch, Florida that was purchased with pool funds and in which DaCorta lives. 13318 Lost Key has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

27. **Relief Defendant 4Oaks LLC ("4Oaks")** is a Florida limited liability company with its principal place of business at 8374 Market Street, No. 421, Lakewood Ranch, Florida. Anile is authorized to manage 4Oaks. 4Oaks has a bank account at Bank #1 that received over $177,000 of pool funds, and pool funds are the only source of funds in this account. Anile and M. Anile are the sole signatories on this account. Additionally, 4Oaks owns a Ferrari that was purchased with pool funds. 4Oaks has no legitimate claim to pool funds or property purchased with pool funds and did not provide any services for the Oasis Pools or pool participants.

IV. FACTS

A. The Oasis Common Enterprise

28. Defendants operate their fraudulent scheme through the following interrelated domestic and foreign entities:

Defendant Entities	Corporate Information	Role in Scheme
OIG	Cayman Islands (2013 - present)	OIG solicits U.S. residents and receives or accepts funds from pool participants for the Oasis Pools in Fundadministration/Mainstream bank accounts. OIG is owned and directed by DaCorta, Anile, and Montie.
OM	Wyoming (2011 - present)	OM receives pool participant funds in its name in Bank #1 bank accounts controlled by DaCorta. These Bank #1 bank accounts are controlled by DaCorta.
Satellite Holdings	South Dakota (October 2014 - present)	Satellite Holdings solicits U.S. residents and receives or accepts funds for the Oasis Pools in its name in Bank #1 bank accounts controlled by Haas. Satellite Holdings is owned and managed by Haas.

Investment Pools	Corporate Information	Role in Scheme
Oasis Global FX, Limited ("OGFXL")	New Zealand (May 2012 - June 2015)	Some pool funds were transferred to a forex trading account in OGFXL's name at forex firm in the United Kingdom ("UK Forex Firm"). All of the pool funds transferred to this account were lost trading forex. OGFXL is owned by OIG and is licensed as a financial services provider in New Zealand.
Oasis Global FX, S.A. ("OGFXS")	Belize (August 2016-present)	Some pool funds were transferred to a forex trading account in OGFXS's name at the UK Forex Firm. All of the pool funds transferred to this account were lost trading forex. OGFXS is owned by Anile and is licensed as a financial services provider in Belize.

29. Among other things, OIG, OM, and Satellite Holdings share the same office and employees, commingle funds, and operate under one overarching name "Oasis." Additionally, DaCorta and/or Anile own and control OIG, OM, OGFXL, and OGFXS. Haas owns and controls Satellite Holdings, but also works for OIG.

30. The Oasis enterprise appears to operate one common website. During a part of the Relevant Period, the website was located at awww.oasisinternationalgroupltd.com. According to this website, Oasis "provides an array of asset management and advisory services, including corporate finance and investment banking . . . investment sales/trading and clearing services . . . financial product development, and alternative investment products."

31. The Oasis website has a banner prominently displayed across the bottom of each page, which states:

> The services and products offered by Oasis International Group Ltd. are *not being offered* within the United States (US) and [are] not being offered to US persons, as defined under US law. As such, should you reside in, or be a citizen, or a taxpayer of the US or any US territory, any email message received is not intended to serve as a solicitation or inducement on behalf of any of the aforementioned entities.

32. Despite this disclaimer, Defendants have solicited hundreds of U.S. residents, continue to actively solicit U.S. residents to invest in the Oasis Pools, and have accepted funds for the Oasis Pools from at least 700 U.S. residents.

33. OIG, OM, and Satellite Holdings had no policies, procedures or financial controls, did not keep regular or accurate books and records, and did not prepare regular or accurate financial or pool performance statements.

B. DaCorta's Permanent Registration Ban

34. From November 2006 to August 2010, DaCorta was listed as a principal with NFA and registered with the Commission as an AP of a CTA called International Currency Traders, Ltd. ("ICT"), which offered forex trading to U.S. retail customers. DaCorta was ICT's President.

35. In 2009, the NFA—the self-regulatory organization designated by the Commission as a registered futures association—identified several violations of NFA rules by ICT. Among other things, the NFA discovered that DaCorta and ICT solicited some of their forex customers to loan money to ICT, and that some of those funds were used to make payments to former ICT customers with trading losses in 2007. The customers who loaned the money to ICT were not told that their money would go to other ICT customers.

36. In August 2010, DaCorta and the NFA entered into an agreement whereby DaCorta agreed to withdraw from NFA membership and never to re-apply for NFA membership in any capacity, at any time in the future, to avoid an NFA disciplinary action against him and ICT. Effectively, this meant DaCorta was permanently banned from registering with the Commission as a CPO, CTA, or as an AP or principal of a CPO or CTA.

37. During the Relevant Period, Defendants did not disclose to pool participants that DaCorta was permanently banned from registering with the Commission and could not solicit investments or invest for others in, among other things, retail forex.

C. Defendants' Unprofitable Trading

38. In or around April 2015, Anile opened a forex trading account at the U.K Forex Broker. The forex trading account was held in the name of and for the benefit of

OGFXL, which is a New Zealand company owned by OIG. DaCorta is the president and Anile is the vice president of OGFXL. Anile and DaCorta were the only signatories on this forex trading account, and DaCorta was the only person authorized to trade the account. Approximately $1,650,000 was deposited into the account. The account suffered net trading losses of approximately $1,654,000 and was closed February 7, 2017.

39. In or around December 2016, Anile opened another forex trading account at the UK Forex Broker. This forex trading account was held in the name of and for the benefit of OGFXS, a Belizean company owned by Anile. Anile is the only signatory on the account, yet indicated on the account opening documents that another person would trade the account. DaCorta also traded this account. Between January 2017 and November 30, 2018, this account received deposits totaling $19,625,000. As of November 29, 2018, this account had total losses of approximately $60 million. As of November 30, 2018, this account remained open with a balance of approximately $750,000.

40. Through the UK Forex Broker accounts, Defendants engaged in forex transactions on a leveraged or margined basis that did not result in delivery within two days or otherwise create an enforceable obligation to deliver between a seller and buyer that have the ability to deliver and accept delivery, respectively, in connection with their line of business. The trades were leveraged 100:1, which means that the Oasis Pools could trade forex contracts valued at one hundred times the amount of cash in the OGFXL and OGFXS trading accounts.

41. Defendants do not appear to have traded forex in any other accounts during the Relevant Period.

D. Defendants' Fraudulent Solicitations for the Oasis Pools

42. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through DaCorta, Montie, Duran, and Haas (and/or their other employees or agents), fraudulently solicited and obtained over $75 million from approximately 650 pool participants as investments in the Oasis Pools. Defendants made material misrepresentations and omissions to pool participants and prospective pool participants via the Oasis website, group conference calls hosted by Oasis, telephone calls, in-person meetings, and in promissory notes they executed with pool participants. Defendants' fraudulent solicitations, as is illustrated by the following representative examples, included, but were not limited to, representations that:

a) all pool funds would be used to trade forex;

b) pool participants would receive a minimum 12% guaranteed annual return from forex trading;

c) the Oasis Pools were profitable and returned 22% in 2017 and 21% in 2018;

d) the Oasis Pools never had a losing month;

e) money being returned to pool participants was from profitable trading;

f) there was no risk of loss with the Oasis Pools; and

g) pool participants could earn extra returns by referring other pool participants to the Oasis Pools.

43. In June 2017, pool participant K.M. learned about Oasis from Montie at a retreat Montie hosted at his house in New Hampshire for her and others, all of whom knew Montie through Ambit Energy ("Ambit"), a company with which Montie is affiliated. During the retreat, Montie told K.M. and others the following about the Oasis Pools:

a) Montie was making a sizable profit on his Oasis investment from profitable forex trading;

b) current Oasis pool participants were making between 12% and 25% from Oasis's forex trading;

c) there was little risk of loss associated with the Oasis Pools because Oasis was a middleman for forex trading; and

d) pool funds would be used to trade forex.

44. Between June and July 2017, K.M. participated in conference calls during which Montie and DaCorta made representations about the Oasis Pools, including:

a) the Oasis Pools were making a guaranteed minimum of 12% per year;

b) there was little risk of loss associated with the Oasis Pools; and

c) pool funds would only be used to trade forex.

45. Based on Montie's and DaCorta's representations about the Oasis Pools, K.M. invested $20,000 in Oasis in 2017 and $37,500 in 2018, some of which was from her Roth IRA.

46. In or about October 2017, pool participant G.M. learned about Oasis through Montie, who G.M. knew through Ambit. Montie told G.M. the following:

a) Montie had known DaCorta for about six years;

b) DaCorta had turned $25,000 into over $31,000 for him in a few months;

c) the Oasis Pools were earning about 20% per year trading forex;

d) the Oasis Pools were low-risk because the forex trading was not dependent on whether the market went up or down; and

e) pool funds would only be used to trade forex.

47. In December 2017, Montie told G.M. that he could earn additional money by referring others to Oasis because Oasis was able to pay a referral fee from its forex trading profits.

48. In late October 2018, G.M. participated in an Oasis conference call led by Montie and DaCorta. The following occurred during the call:

a) Montie introduced DaCorta and explained how they came to form OIG;

b) Montie explained that DaCorta turned $25,000 into $31,000 for Montie in a relatively short period of time;

c) DaCorta explained that he worked on Wall Street from a young age;

d) DaCorta explained that the Oasis Pools made money trading forex by capturing the bid/ask spread;

e) DaCorta said the Oasis Pools made a minimum 1% monthly return;

f) DaCorta said the only risk associated with the Oasis Pools was if all the large banks failed or the dollar collapsed;

g) DaCorta said the only money at risk was what belonged to Oasis because pool funds were just collateral; and

h) DaCorta said pool funds would only be used for forex trading and made no mention of pool funds being used to purchase real estate or cars.

49. In or about August 2018, Montie organized a trip for G.M. and others to visit Oasis's offices on Longboat Key. Montie arranged the trip to get Oasis pool participants fired up about Oasis and so they would refer others to Oasis. During the visit, Montie, DaCorta, and others made a presentation about Oasis during which they represented the following:

a) Oasis had $110 million under management;

b) Oasis held substantial amounts of cash and had strong financial standing; and

c) Oasis purchased real estate, including the Longboat Key office, from forex trading profits.

50. G.M. assumed that Montie, as a principal, was receiving Oasis financial statements and other information to verify the representations made about Oasis and the Oasis Pools.

51. G.M. invested $500,000 in the Oasis Pools beginning in November 2017, based on Montie's and DaCorta's representations about Oasis, approximately $180,000 of which was from his IRA.

52. In 2017, Montie solicited pool participant M.B. for the Oasis Pools. M.B. knew Montie and Haas through Ambit. In late 2017, M.B. participated in an Oasis conference call led by Montie, DaCorta, and Haas with several other prospective pool participants. The following occurred during the call:

a) Montie introduced DaCorta as his friend and business partner;

b) Montie explained that DaCorta had invested in forex for him several years earlier and had earned "incredible returns" in only sixty days;

c) DaCorta stated that Anile handled the legal, compliance and administrative work for Oasis, Montie handled Oasis's marketing, and DaCorta did the trading for Oasis;

d) DaCorta stated the Oasis Pools guaranteed a minimum 12% annual return, but the Oasis Pools had always returned more than 12%;

e) DaCorta stated if the Oasis Pools did not make 12% a year Oasis would make up the difference;

f) DaCorta stated the Oasis Pools would probably return 24% in 2017;

g) Montie stated the Oasis pools were up 3.6% for the current month;

h) Montie encouraged call participants to text him any questions;

i) a call participant asked if Oasis's results were audited and Montie responded that Oasis wasn't audited because it was just getting started;

j) a call participant asked what the risks were with Oasis and DaCorta responded that the only risk associated with the Oasis Pools was if something happened to the banking system and that having money in the Oasis Pools held the same risk as holding funds at a bank or major brokerage firm; and

k) DaCorta stated that the risk with the Oasis Pools was "fairly mundane compared to where you are holding positions in stocks, commodities, etc."

53. After the conference call, M.B. had several conversations with Haas in which Haas reiterated that: 1) the Oasis Pools returned 12% per year; 2) because Oasis was a market maker, the only risk was if a banking crisis occurred; and 3) pool participants' funds would be sitting at large domestic and international investment banks backing forex trades.

54. Later, on or about April 1, 2018, M.B. had a call with Montie to ask follow-up questions about Oasis before he sent money to Oasis. The following occurred during the call:

a) M.B. told Montie "I know you, but I don't know DaCorta and for all I know DaCorta is Bernie Madoff" and asked Montie if he would have access to M.B.'s money after M.B. invested in the Oasis Pools;

b) Montie responded by vouching for DaCorta and explaining that M.B. could get his money out of the Oasis Pools because Montie had access to the Oasis accounts and log-ins to the bank accounts; and

c) Montie told M.B. that the worst thing that could happen if M.B. invested in the Oasis Pools is that M.B. would only get his initial investment back.

55. Based on Montie's, Haas's, and DaCorta's representations about Oasis, M.B. invested $110,000 in Oasis in 2018, including money from IRAs.

56. In March or April 2018, Oasis pool participant D.J.C. learned about Oasis through another Oasis pool participant. D.J.C. also knew Montie through Ambit. Around

that same time, D.J.C. participated in an Oasis conference call with several other prospective pool participants during which Haas and Montie provided information about the Oasis Pools. Montie and Haas stated the following on the conference call:

a) Oasis was an investment in forex trading;

b) Montie had been investing in forex with DaCorta for several years and his experience with DaCorta and forex trading led to the creation of Oasis;

c) the Oasis Pools had never lost money;

d) the Oasis pools were returning a guaranteed 1% monthly return from trading forex, but returns could be higher;

e) the only way the Oasis Pools would lose money was if the entire economy melted down; and

f) pool funds would only be used to trade forex.

57. D.J.C. followed up with Montie in the fall of 2018 regarding Oasis, and Montie organized a call with DaCorta. On October 26, 2018, Montie, DaCorta, and D.J.C. had a conference call. Montie and DaCorta reiterated what Montie and Haas said on the prior conference call in March or April 2018, including that Oasis had a guaranteed 12% annual return, Oasis had never lost money; it would take a significant economic global event for Oasis to lose money, and pool funds would only be used to trade forex.

58. D.J.C. invested a total of $750,000 in the Oasis Pools in October 2018, based on Montie's, Haas's, and DaCorta's representations.

59. In or about September 2018, Oasis pool participant C.M. learned about Oasis through some Ambit colleagues. C.M. knew Montie and Haas through Ambit. C.M. participated in an Oasis conference call led by Montie and Haas in or about October 2018. The following occurred on the conference called:

a) Montie opened the call and explained how he and DaCorta became acquainted;

b) Montie stated that the Oasis Pools had never had a down day and there was a guaranteed minimum annual return of 12%;

c) Montie stated that the Oasis Pool traded forex;

d) Haas reiterated that the Oasis Pool made a minimum 12% guaranteed annual return and that the Oasis Pools had never had a down day;

e) Haas stated that the Oasis Pools were in and out of forex trades so quickly there was no risk involved;

f) Haas stated that the only risk to investing with the Oasis Pools was if the entire banking system or economy collapsed; and

g) Haas said pool funds would be used only for forex trading.

60. After the conference call, C.M. emailed Haas asking for further clarification about the risk of loss associated with the Oasis Pools and where pool funds were held. Haas responded "[f]unds are just sitting in an account. Nothing to unwind, no 'projects that went bad' nothing that has to sell, etc... The funds can just be all sent back at once to everyone if need be."

61. A few weeks later, C.M. participated in another Oasis conference call led by Montie and DaCorta. Montie stated that the Oasis Pools guaranteed a minimum 12% annual return. DaCorta stated that the Oasis Pools usually made more than 12% a year and stated that the only risk associated with the Oasis Pools was if the entire banking system collapsed.

62. C.M. invested $66,000 in the Oasis Pools in 2018 based on representations by Montie, Haas, and DaCorta.

63. In 2018, Montie spearheaded a contest amongst Oasis salespeople to get $20 million invested in the Oasis Pools by the end of 2018. As part of the contest, Montie

held a conference with Oasis salespeople on October 30, 2018. The following occurred on the call:

a) Montie stated the Oasis Pools had taken in more than $11 million, but Montie wanted $9 million more;

b) Montie stated the Oasis Pools were going to finish October between 1.2% and 1.4%, there was potential for a big November, and December was projected to finish at 1.5%, which should get everyone excited for the contest and the Oasis Pools;

c) Montie stated he wanted everyone to use December's projected returns of 1.5% to talk to people who were on the fence about the Oasis Pools and get them off the fence;

d) Montie stated the contest prizes included a fishing trip in Louisiana and, if Oasis brought in enough money, Oasis would reimburse salespeople for their airfare to and hotels in Sarasota for the Oasis holiday party in December;

e) Montie stated he wanted to crank up the conference calls Oasis was hosting for prospective pool participants, DaCorta was committed to doing one conference call a week, and Montie, Haas, and others were committed to doing four to five conference calls a week;

f) Haas stated he had sent emails to everyone on his distribution list about Oasis making 1.5% in December, which generated a lot of excitement and interest in the Oasis Pools; and

g) Montie stated that the Oasis Pools were north of 17% for the year, closing in on a guaranteed 20% for 2018, and everyone should keep these returns in mind as they solicited prospective pool participants.

64. In early January 2019, Defendant Montie participated in a call with prospective pool participant L.T. and his investment advisor D.S. During the call the following occurred:

a) Montie explained that Oasis was a privately held company in the Cayman Islands that invested in forex;

b) Montie said that Oasis divided the returns it earned trading forex with pool participants who loaned Oasis money and that interest was deposited into pool participants' accounts on a daily basis;

c) Montie said that any pool participant who brought other pool participants into Oasis would receive a portion of the interest their referral earned from the Oasis Pools;

d) Montie said that Oasis had never had a down day trading forex and portrayed Oasis as "no risk;"

e) Montie said there was no income or net worth requirements for investing in Oasis;

f) D.S. asked Montie how Oasis would calculate L.T.'s minimum IRA distribution and whether Oasis would be issuing year-end tax reporting statements, as these were critical pieces of information for L.T. and required by the IRS, to which Montie responded that he was not familiar with these requirements; and

g) in reviewing sample Oasis account statements with Montie, D.S. remarked that Oasis's returns were incredible and inquired why other large players in the forex market such as large investment banks were not able to produce the returns Oasis generated, to which Montie responded that Oasis was working a $4-7 trillion currency market and wanted to share this with other people.

65. On January 24, 2019, Oasis Pool Participants C.B. and L.B, a couple from Northport, Florida who invested their IRA and life savings in the Oasis Pools based on representations made by Defendant Montie, met with a person they believed to be a prospective pool participant ("Prospective Pool Participant #1") and shared their experiences with Oasis. C.B. and L.B. told Prospective Pool Participant #1 that Defendant Montie told the couple the following:

a) the Oasis Pools were investing in forex;

b) pool participants would receive a minimum return of 12% per year;

c) pool participants would earn an additional 25% of the returns of any pool participant they referred to Oasis;

d) Montie, as a favor, would allow the couple to get referral fees from a pool participant who recently invested a large sum in the Oasis Pools, so the couple would earn additional interest based on this referral;

e) DaCorta traded forex for the Oasis Pools and was the brains of the operation;

f) the only time the Oasis Pools lost money was about seven years ago when the Oasis Pools were just getting started and only Montie's money was lost; and

g) even though pool participants are called lenders, they are really investors.

66. On January 25, 2019 Defendant Montie had a telephone call with Prospective Pool Participant #1. Prospective Pool Participant #1 told Montie he was interested in investing in the Oasis Pools. In response, Montie stated the following:

a) Montie started Oasis about eight years ago after meeting Defendant DaCorta in Poughkeepsie, New York;

b) Montie gave DaCorta $25,000 to trade in October 2011 and within approximately seventy days DaCorta had turned it into $37,000 trading forex;

c) in January 2012, Montie brought in some friends and family and DaCorta started trading their money (approximately $81,000);

d) in seven years Oasis has grown to having $130 million under management;

e) the Oasis Pools earned a 22% return in 2017 and a 21% return in 2018;

f) the Oasis Pools average a 1% monthly return and have never had a losing month;

g) the Oasis Pools are a lot less risky than the stock market;

h) Montie had all of his friends and family involved in the Oasis Pools and they were doing extremely well; and

i) pool participants' funds are used only to trade forex.

67. On January 30, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 indicated he was interested in investing in the Oasis Pools. In response, Duran stated the following:

a) the Oasis Pools would return a minimum of 12% per year;

b) when the Oasis Pools made more than 12% a year, Oasis paid 25% of these additional returns back to pool participants and 75% of these additional returns went "to the house" to pay OIG's expenses, fees, salaries, referral fees, and to purchase real estate;

c) the Oasis Pools made a 21% return in 2018;

d) the Oasis Pools had $100 million under management;

e) the Oasis Pools' trading platform could not lose money unless there was a bigger problem in the financial markets and people were going to supermarkets with shotguns;

f) Duran invested in the Oasis Pools, has been helping DaCorta with the day-to-day operations of OIG because he wants to be close to his money; and has been getting money wired to his accounts every day at 7:30 p.m.;

g) DaCorta was the head trader for the Oasis Pools and Oasis traded forex twenty-four hours a day, five days a week, with Oasis traders working three shifts; and

h) OIG purchased OIG's office and personal residences for Defendants DaCorta, Anile and Duran.

68. On February 20, 2019, Defendant Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com entitled "Fw: wire instructions.pdf." The email states that funds should be wired to account XXXXXX0764 at Bank #2. The beneficiary was designated as Relief Defendant Mainstream Fund Services, Inc., with a reference to "fbo Oasis International Group, Ltd."

69. That same day, Duran sent Prospective Pool Participant #1 another email from fduran@oasisig.com, attaching a sample promissory note. The attachment is entitled "PROMISSORY NOTE AND LOAN AGREEMENT" and the maker of the note is "Oasis International Group, Ltd." The note states that payee would receive the greater of interest calculated at 12% per year or 25% of the Transaction Fees, which were defined as "the fees charged by OIG upon the Loan Amount in its ordinary course of business through a proprietary trading account" of OIG. The Promissory Note is signed by Defendant DaCorta as CEO of OIG. The note is dated June 29, 2018.

70. On March 7, 2019, Defendant Duran met with Prospective Pool Participant #1 at Oasis's offices in Longboat Key. Prospective Pool Participant #1 explained he was interested in investing a large sum in the Oasis Pools. In response, Defendant Duran stated the following:

a) when pool participants invest money in the Oasis Pools, their funds will be "at play" trading forex immediately;

b) the Oasis Pools paid a minimum 12% annual return from forex trading, but pool participants could earn extra if the Oasis Pools made a higher return trading forex;

c) the Oasis Pools made a 21% return trading forex in 2018, and all pool participants earned more than 12% in 2018;

d) the Oasis Pools have never had a losing year, and pool participants could never lose money trading in the Oasis Pools;

e) pool participants have the option to withdraw their trading profits immediately or the profits automatically get rolled into their principal investment;

f) the Oasis Pools' trading returns were wired to pool participants at 7:30 p.m. daily, Monday through Friday;

g) pool participants are called lenders to avoid investment in the Oasis Pools being called a security;

h) DaCorta was not earning a big salary from Oasis or the Oasis Pools because he makes what he trades and "we all eat from the same pot;"

i) all Oasis fees and expenses are paid from the Oasis "house" side and not from pool participants' investments in the Oasis Pools; and

j) pool participants' funds would be used only to trade forex and would not be used to invest in real estate, though $15 to $16 million of real estate owned by Oasis is collateral for the pool participants' promissory notes.

71. That same day, Duran sent Prospective Pool Participant #1 an email from fduran@oasisig.com with a link to open an account at OIG located at the web address https://www.oasisigltd.com. When Prospective Pool Participant #1 clicked on the link there were two documents to review and approve: a "Promissory Note and Loan Agreement" and "Agreement and Risk Disclosures." The "Agreement and Risk Disclosures" document stated, among other things:

a) OIG provided no collateral to the Lender in connection with any money loaned to OIG;

b) OIG could use the funds loaned to it by pool participants for any purpose whatsoever and could transfer the funds to other OIG accounts; and

c) OIG could invest money loaned to it by the pool participant in forex or spot metal trading, which the Agreement and Risk Disclosures noted is highly speculative and suitable for only certain investors.

72. On March 22, 2019, Defendant Duran had a telephone call with Prospective Pool Participant #1, who indicated he was concerned about the "Agreement and Risk Disclosures" document. Duran responded to Prospective Pool Participant #1's concerns about the "Agreement and Risk Disclosures" document by assuring him that:

a) the document was not binding and by clicking "agree" he was only acknowledging that he read the document;

b) his funds would only be invested in forex;

c) his funds would not be used to purchase real estate;

d) his funds could never depreciate;

e) he would receive a guaranteed 12% annual return even if the Oasis Pools did not earn that much, because OIG makes up the difference;

f) pool participants' returns were from forex trading profits;

g) OIG paid fees, salaries, and expenses and purchased real estate and precious metal from "house" money, which was 75% of any returns the Oasis Pools made above 12%;

h) OIG purchased real estate and precious metals to shore up its strength and protect investors;

i) OIG owned enough gold that even if the economy turned down, no one would miss a beat; and

j) Duran's investment in the Oasis Pools, which he made over two years ago, was doing very well.

73. Defendants DaCorta's, Montie's, Duran's, and Haas's representations were false because, as described further below, Defendants did not use all of pool participants' funds to engage in forex trading and instead misappropriated the majority of pool funds—over $47 million—to make Ponzi payments and for unauthorized personal and business expenses, including real estate and luxury car purchases, tuition payments, and investments in other, non-forex business ventures.

74. Defendants' representations about the profitability of the Oasis Pools were false. DaCorta lost all of the pool funds deposited into the Oasis Pools' forex accounts through poor trading. The Oasis Pools' actual trading returns in 2017 were not 22%, but

negative 45%. The Oasis Pools' actual trading returns in 2018 were not 21%, but negative 96%.

75. Defendants' representations regarding the risk associated with the Oasis Pools were false. Investment in the Oasis Pools was not riskless. The forex trades in the Oasis accounts had a 100:1 leverage ratio and carried a high degree of risk. In fact, the Oasis Pools could rapidly lose all the funds deposited into the forex accounts and lose more than what was initially deposited.

76. Defendants' representations about Oasis having over $100 million under management were false. Although Defendants may have received as much as $100 million from pool participants during the life of the scheme, very little of those funds were actively traded by DaCorta, and even those funds that were traded were lost by DaCorta.

77. Defendants' statements that pool participants' investments were backed-up by $15 to $16 million in real estate owned by OIG were false because OIG did not own $15 to $16 million in real estate.

78. DaCorta made knowing material misrepresentations and omissions about his trading history, the Oasis Pools' profitability, the risk of loss associated with the Oasis Pools and forex trading, that pool funds would be used only to trade forex, and that Oasis had $120 million under management because, as discussed below, he knew he was subject to an NFA ban, losing money trading forex, and misappropriating pool funds.

79. It was highly unreasonable for Montie, Haas, and Duran to represent that the Oasis Pools made a minimum 12% return with little to no risk when they knew Oasis's trading results were not audited, and they did not verify the legitimacy of these claims.

80. It was highly unreasonable for Montie, Haas, and Duran to represent, and to acquiesce to DaCorta's and others' representations, that the Oasis Pools and trading forex had limited risk because trading forex leveraged at 100:1 is risky; and Montie, Haas, and Duran did not verify the legitimacy of this claim.

81. It was highly unreasonable for Montie to acquiesce to statements DaCorta made in his presence that investing in the Oasis Pools was as safe as having money in a bank account because trading forex leveraged at 100:1 is far more risky than having money in an insured bank account, and Montie did not verify the legitimacy of this claim.

82. Montie and Duran knowingly misrepresented or were highly unreasonable in representing that pool funds were being invested only in forex when they knew that Oasis was making non-forex investments and they did not verify that Oasis's non-forex investments were made with trading profits.

83. Haas knowingly misrepresented that pool funds were being invested only in forex because, as described below, Haas was misappropriating pool funds from Satellite Holdings accounts.

84. It was highly unreasonable for Montie, Haas, and Duran to represent that Oasis and its principals were trustworthy and financially successful when neither Oasis Management nor OIG kept regular books and records or prepared financial statements.

85. Duran made knowing misrepresentations that he invested in the Oasis Pools and was watching his money grow because Duran never invested in the Oasis Pools.

86. Montie knowingly misrepresented that he could get a pool participant's funds out of Oasis because he had log-ins to the Oasis bank accounts when he was not a signatory to and did not have log-ins to any Oasis bank accounts.

87. It was highly unreasonable for Montie to solicit others to invest their IRAs in the Oasis Pools when he was unaware of IRS requirements for IRAs.

88. It was highly unreasonable for Montie, Haas, and Duran to solicit U.S. residents for the Oasis Pools when they knew that OIG's website states that OIG was not offering services or products to U.S. persons.

89. Defendants' misrepresentations and omissions to pool participants operated as a fraud on pool participants.

90. In soliciting pool participants for the Oasis Pools, Defendants made no attempt to determine if they were eligible contract participants ("ECPs") as defined in Section 1a(18) of the Act, 7 U.S.C. § 1a(18) (2012)—i.e., individuals with $10,000,000 invested on a discretionary basis—and upon information and belief many, if not all, of the pool participants are not ECPs.

E. Misappropriation of Pool Funds

91. During the Relevant Period, pool participants sent checks and wired funds for investments in the Oasis Pools to one or more of the following bank accounts:

Account	**Pool Funds Received**
OM Accounts at Bank #1 (as of February 28, 2019)	$24,208,396.74
Satellite Holdings Accounts at Bank #1 (as of March 8, 2019)	$14,373,770.83

Account	Pool Funds Received
Fundadministration/Mainstream Accounts at Bank #1 and Bank #5 (as of March 8, 2019)	$36,534,648.64
Total Pool Funds Received	**$75,116,816.21**

92. DaCorta controlled and was the signatory on OM Accounts, Haas controlled and was the signatory on the Satellite Holdings Accounts; and Anile controlled the Funadministration/Mainstream Accounts.

93. Instead of using all or substantially all of pool participants' funds for forex trading, as promised, Defendants DaCorta, Anile, and Haas knowingly misappropriated the majority of pool participants' funds from the OM, Mainstream/Fundadministration, and Satellite Holdings accounts as follows:

Use of Pool Funds	Amount
Ponzi Payments	$28,944,355.27
Real estate purchases and maintenance or improvements to real estate including, but not limited to, the Oasis office building and residences for Defendants DaCorta, Anile, and Duran. This category includes transfers to Relief Defendants 444 Gulf of Mexico, 4064 Founders Club, 6922 Lacantera, and 13318 Lost Key Place.	$7,803,932.04
Personal expenses, including but not limited to, private plane charters, exotic vacations, sports tickets, pet supplies, loans to family members, and college and study abroad tuition.	$6,981,839.06
Non-forex business expenses and business ventures owned by Defendants, including but not limited to, transfers to Relief Defendants Bowling Green, Roar of the Lion, Lagoon, and 4Oaks.	$3,332,861.44

Use of Pool Funds	**Amount**
Vehicle purchases, including a Maserati and Land Rover for DaCorta.	$111,463.82
Total	**$47,174,451.63**

94. DaCorta's, Anile's, and Haas's misappropriation of pool funds operated as a fraud on pool participants.

95. As of February 28, 2019, only approximately $7.1 million remained in the Mainstream Accounts, $2.7 million remained in the OM accounts, and $240,000 remained in the Satellite Holdings accounts.

F. False Account Statements to Pool Participants

96. Throughout the Relevant Period, pool participants had access to online account statements generated by OIG at Defendant DaCorta's direction. Pool participants accessed their account statements in the "back office" section of the Oasis website.

97. These account statements purport to provide, among other things: (1) the pool participants' balance at the beginning of each month; (2) pool participants' daily returns earned in an amount totaling 1% per month, which purports to reflect the amount of interest pool participants were earning each day from the Oasis Pools; (3) pool participants' daily special interest returns at 25% of transaction fees, which purports to reflect the amount of extra interest pool participants were earning each day from either referral arrangements or the Oasis Pools' generating more than the guaranteed 12% annual return; and (4) pool participants' "additional loans," which purports to reflect returns that were earned but not withdrawn and therefore rolled into the pool participants' "principal."

98. These account statements were false because the Oasis Pools were losing money. Thus, any returns or increased principal reflected on pool participants' account statements, which were purportedly based on forex trading in the Oasis Pools, were a complete fiction.

99. These false account statements concealed the Oasis Pools' trading losses and Defendants' misappropriation of pool funds and operated as a fraud on pool participants.

100. DaCorta knew these account statements were false because he knew the Oasis Pools were not profitable and that pool funds had been misappropriated.

G. Defendants Failed To Register with the Commission

101. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings, by and through their officers, employees or agents, used the mails, electronic mails, wire transfers, websites, and other means or instrumentalities of interstate commerce, to solicit pool participants and prospective pool participants and to receive property from pool participants.

102. During the Relevant Period, OIG, OM, and Satellite Holdings acted as CPOs of the Oasis Pools because they were entities engaging in a business that is of the nature of a commodity pool and, in connection with that business, solicited and/or accepted pool funds for a pooled investment vehicle that is not an ECP and that engages in transactions described in Section 2(c)(2)(C) of the Act, 7 U.S.C. § 2(c)(2)(C) (2012), other than on or subject to the rules of a designated contract market ("retail forex transactions").

103. During the Relevant Period, OIG, OM, and Satellite Holdings were not statutorily exempt or excluded from registration as CPOs. Moreover, OIG, OM, and Satellite

Holdings never filed any electronic or written notice with the NFA that they were exempt or excluded from registration as CPOs, as required by Regulations 4.5(c) and 4.13(b)(1).

104. During the Relevant Period, OIG, OM, and Satellite Holdings were never registered with the Commission as CPOs.

105. During the Relevant Period, DaCorta, Montie, Duran, and Haas acted as APs of CPOs because they solicited funds or property for participation in a pooled investment vehicle that is not an ECP and that engages in retail forex transactions.

106. During the Relevant Period, DaCorta, Montie, Duran, and Haas were never registered with the Commission as APs of CPOs.

H. Receipt and Commingling of Pool Funds

107. Defendants OIG, OM, and Satellite Holdings, while acting as CPOs of the Oasis Pools, received pool funds that were not in the name of the Oasis Pools and commingled pool funds with non-pool property by depositing pool funds into the bank accounts of OM, Satellite Holdings, Fundadministration, and Mainstream, rather than separate bank accounts specifically designated for the Oasis Pools.

108. While acting as CPOs of the Oasis Pools, Defendants OIG, OM, and Satellite Holdings commingled pool funds with non-pool property by transferring pool funds from the OM, Satellite Holdings, Fundadministration, and Mainstream bank accounts into other accounts holding non-pool funds.

I. Failure To Provide Pool Disclosures and Other Relevant Documents

109. At or near the time of investment, Defendants provided potential pool participants with a document titled "Agreement and Risk Disclosures," along with a "Promissory Note and Loan Agreement."

110. The Agreement and Risk Disclosures purported to alert investors to the risks associated with investing in forex, but at the same time, the Promissory Note and Loan Agreement guarantees pool participants a 12% annual return.

111. Defendants' Agreement and Risk Disclosures did not include the required cautionary statement to investors or a full and complete risk disclosure, including the risks involved in foreign futures contracts and retail forex trading.

112. In addition to Defendants' inadequate cautionary statements and risk disclosures, Defendants also failed to provide pool participants with additional required information, including but not limited to, the fees and expenses incurred by the Oasis Pools, past performance disclosures, and a statement that the CPO is required to provide all pool participants with monthly or quarterly account statements, as well as an annual report containing financial statements certified by an independent public accountant.

J. Controlling Person Liability

113. During the Relevant Period, DaCorta was a controlling person of OIG. He co-founded and was a principal shareholder, director, president, chief executive officer, and chief investment officer of OIG. DaCorta signed promissory notes provided to pool participants guaranteeing a minimum 12% return from the Oasis Pools. According to OIG's website, DaCorta is responsible for all investment decisions, trading execution, services,

sales, clearing and operations of OIG. DaCorta did not act in good faith or knowingly induced OIG's fraudulent acts.

114. During the Relevant Period, DaCorta was also a controlling person for OM. He opened bank accounts for OM in November 2011 and is the sole signatory on these accounts. DaCorta did not act in good faith or knowingly induced OM's fraudulent acts.

115. During the Relevant Period, Defendant Anile was a controlling person of OIG. He co-founded and was a principal shareholder, director, and president of OIG. According to Oasis's website, Anile has responsibility for staffing, guiding, and managing OIG's vision, mission, strategic plan, and direction. Additionally, Anile opened trading accounts for the Oasis Pools and controlled OIG bank accounts. Anile assisted in facilitating real estate purchases with pool funds and in diverting pool funds from OIG to other business entities and Relief Defendants. Anile did not act in good faith or knowingly induced OIG's fraudulent acts.

116. During the Relevant Period, Defendant Montie was a controlling person of OIG. He co-founded and was an OIG principal shareholder, director and vice president. He was OIG's executive director of sales. Montie solicits prospective pool participants and introduces them to OIG and/or DaCorta. Montie did not act in good faith or knowingly induced OIG's fraudulent acts.

117. Throughout the Relevant Period, Defendant Haas was a controlling person of Defendant Satellite Holdings. Haas is the director of Satellite, and he opened and was the sole signatory on bank accounts in the name of Satellite Holdings, which received funds from pool participants. Haas was in charge of assisting pool participants who wished to invest

their IRAs and/or retirement funds in the Oasis Pools. He signed promissory notes guaranteeing pool participants a 12% annual return from the Oasis Pools. Haas did not act in good faith or knowingly induced Satellite Holding's fraudulent acts.

V. VIOLATIONS OF THE COMMODITY EXCHANGE ACT AND COMMISSION REGULATIONS

COUNT ONE

Violations of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) (2012) and Regulation 5.2(b), 17 C.F.R. § 5.2(b) (2018)
(Forex Fraud by Misrepresentations, Omissions, False Statements, and Misappropriation)

(All Defendants)

118. Paragraphs 1 through 117 are realleged and incorporated herein by reference.

119. Section 4b(a)(2)(A)-(C) of the Act makes it unlawful:

> (2) for any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, or swap, that is made, or to be made, for or on behalf of, or with, any other person, ***other than*** on or subject to the rules of a designated contract market
>
> > (A) to cheat or defraud or attempt to cheat or defraud the other person;
> >
> > (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record;
> >
> > (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person[.]

7 U.S.C. § 6b(a)(2)(A)-(C) (2012) (emphasis added).

120. Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi) (2012), defines an ECP (eligible contract participant), in relevant part, as an individual who has amounts invested on a discretionary basis, the aggregate of which exceeds $10 million, or $5 million if the individual enters into the transaction to manage the risk associated with an asset owned or liability incurred, or reasonably likely to be owned or incurred, by the individual. 7 U.S.C. § 1a(17) defines an eligible commercial entity, or ECE, as an ECP that meets certain additional requirements, both financially and in its business dealings.

121. Pursuant to Section 2(c)(2)(C)(iv) of the Act, 7 U.S.C. § 2(c)(2)(C)(iv) (2012), Section 4b of the Act applies to the forex transactions described herein "as if" they were a contract of sale of a commodity for future delivery.

122. Regulation 5.2(b) provides, in relevant part, that:

> [i]t shall be unlawful for any person, by use of the mails or by any means or instrumentality of interstate commerce, directly or indirectly, in or in connection with any retail forex transaction:
>
> (1) To cheat or defraud or attempt to cheat or defraud any person;
>
> (2) Willfully to make or cause to be made to any person any false report or statement or cause to be entered for any person any false record; or
>
> (3) Willfully to deceive or attempt to deceive any person by any means whatsoever.

17 C.F.R. § 5.2(b) (2018).

123. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and

agents and Defendants DaCorta, Anile, Montie, Duran, and Haas, in connection with retail forex transactions, knowingly or recklessly: (1) cheated or defrauded or attempted to cheat or defraud pool participants and (2) deceived or attempted to deceive pool participants by any means.

124. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendants DaCorta, Anile, Montie, Duran, and Haas violated 7 U.S.C. § 6b(a)(2)(A) and (C) and 17 C.F.R. § 5.2(b)(1) and (3).

125. By reason of the conduct described above, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees and agents and Defendant DaCorta knowingly or recklessly made or caused to be made false account statements.

126. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), by and through their officers, employees, and agents and Defendant DaCorta violated 7 U.S.C. § 6b(a)(2)(B) and 17 C.F.R. § 5.2(b)(2).

127. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, and/or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3), pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B) (2012), and Regulation 1.2, 17 C.F.R. § 1.2 (2018).

128. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings' violations of 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

129. Each misrepresentation, omission of material fact, false statement, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of Section 4b(a)(2)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)-(C) and 17 C.F.R. § 5.2(b)(1)-(3).

COUNT TWO

Violation of Section 4*o*(1)(A)-(B) of the Act, 7 U.S.C. § 6*o*(1)(A)-(B)
(Fraud and Deceit by CPOs and APs of CPOs)

(All Defendants)

130. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

131. Section 1a(11) of the Act, 7 U.S.C. § 1a(11) (2012), defines a CPO, in relevant part, as any person:

> engaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap; [or]
> (II) agreement, contract, or transaction described in [S]ection 2(c)(2)(C)(i) [of the Act] or [S]ection 2(c)(2)(D)(i) [of the Act].

132. Pursuant to Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), and subject to certain exceptions not relevant here, any person who operates or solicits funds, securities, or property for a pooled investment vehicle and engages in retail forex transactions is defined as a retail forex CPO.

133. Pursuant to Section 2(c)(2)(C)(ii)(I) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I) (2012), "[a]greements, contracts, or transactions" in retail forex and accounts or pooled investment vehicles "shall be subject to . . . section[ ] 6*o* [of the Act]," except in circumstances not relevant here.

134. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including in relevant part transactions in futures and forex; therefore, Defendants, OIG, OM, and Satellite Holdings acted as a CPO, as defined by 7 U.S.C. § 1a(11).

135. During the Relevant Period, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs.

136. Regulation 1.3, 17 C.F.R. § 1.3 (2018), defines an AP of a CPO as any natural person associated with a CPO

> as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or

> property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

137. Pursuant to 17 C.F.R. § 5.1(d)(2), any person associated with a CPO "as a partner, officer, employee, consultant or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves: (i) [t]he solicitation of funds, securities, or property for a participation in a pooled vehicle; or (ii) [t]he supervision of any person or persons so engaged" is an AP of a retail forex CPO.

138. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were associated with a CPO as a partner, officer, employee or consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool or the supervision of any person or persons so engaged. Therefore, Defendants DaCorta, Montie, Duran, and Haas were APs of a CPO as defined by 17 C.F.R. § 1.3.

139. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO.

140. Section 4*o*(1) of the Act, 7 U.S.C. § 6*o*(1) (2012), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

141. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas, through

use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employed devices, schemes or artifices to defraud pool participants and prospective pool participants, or (2) engaged in transactions, practices, or courses of business which operated as a fraud or deceit upon pool participants or prospective pool participants.

142. By reason of the foregoing, Defendants OM, OIG, and Satellite Holdings (acting as a common enterprise) and Defendants DaCorta, Montie, Duran, and Haas violated 7 U.S.C. § 6*o*(1).

143. The foregoing acts, omissions, and failures occurred within the scope of the individual defendants' employment or office with OIG, OM, or Satellite Holdings (acting as a common enterprise). Therefore, OIG, OM, and Satellite Holdings (acting as a common enterprise) are liable for their acts, omissions, and failures in violation of 7 U.S.C. § 6*o*(1).

144. Defendants DaCorta, Anile, Montie and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's and Satellite Holdings's violations of 7 U.S.C. § 6*o*(1).

145. Each misrepresentation, omission of material fact, and misappropriation, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 7 U.S.C. § 6*o*(1).

COUNT THREE

Violation of Sections 2(c)(2)(C)(iii)(I)(cc), 4k(2), 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6k(2), 6m(1) (2012) and Regulation 5.3(a)(2), 17 C.F.R. § 5.3(a)(2) (Failure To Register as a CPO and Retail Forex CPO and AP of a CPO and AP of Retail Forex CPO)

(All Defendants)

146. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

147. Subject to certain exceptions not relevant here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1) (2012), states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO]."

148. Subject to certain exceptions not relevant here, Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) (2012), states that a

> person, unless registered in such capacity as the Commission by rule, regulation, or order shall determine and a member of a futures association registered under section 17, shall not . . .
>
> . . . .
>
> (cc) operate or solicit funds, securities, or property for any pooled investment vehicle that is not an eligible contract participant in connection with [retail forex contracts, agreements, or transactions].

149. For the purposes of retail forex transactions, a CPO is defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2018), as any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP, as defined in Section 1a(18) of the Act, 17 U.S.C. § 1a(18) (2012), and who engages in retail forex transactions.

150. Except in circumstances not relevant here, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2018), requires those that meet the definition of a retail forex CPO under 17 C.F.R. § 5.1(d) to register as a CPO with the Commission.

151. Subject to certain exceptions not relevant here, Section 4k(2) of the Act, 7 U.S.C. § 6k(2) (2012), states that it shall be

> unlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent . . . in any capacity that involves
>
> (i) the solicitation of funds, securities, or property for a participation in a commodity pool or
> (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

152. For the purposes of retail forex transaction, an AP of a CPO is defined in 17 C.F.R. § 5.1(d)(2) as any natural person associated with a retail forex CPO as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions) in any capacity that involves soliciting funds, securities or property for participation in a pooled investment vehicle or supervising persons so engaged.

153. Except in certain circumstances not relevant here, 17 C.F.R. § 5.3(a)(2)(ii), requires those that meet the definition of an AP of a retail forex CPO under 17 C.FR. § 5.1(d) to register as an AP of a CPO with the Commission.

154. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) engaged in a business, for compensation or profit, that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and in connection therewith, solicited, accepted, or received from others, funds, securities, or

property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including retail forex transactions; therefore, Defendants OIG, OM, and Satellite Holdings acted as CPOs, as defined by 7 U.S.C. § 1a(11).

155. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while using the mails or means of interstate commerce in connection with their business as a CPO, were not registered with the Commission as a CPO.

156. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as unregistered CPOs in violation of 7 U.S.C. § 6m(1).

157. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) solicited funds, securities, or property for a pooled investment vehicle from investors who were not ECPs, as defined by 7 U.S.C. § 1a(18), for the purpose of trading in retail forex transactions (as defined by 17 C.F.R. § 5.1(m)); thus, OIG, OM, and Satellite Holdings (acting as a common enterprise) acted as CPOs engaged in retail forex transactions as defined by 17 C.F.R. § 5.1(d)(1).

158. Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) were not registered with the Commission as CPOs engaged in retail forex transactions, and therefore violated 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc) and 17 C.F.R. § 5.3(a)(2)(i).

159. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities,

or property for a participation in a commodity pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 1.3.

160. During the Relevant Period, Defendants DaCorta, Montie, Duran, and Haas were not registered with the Commission as APs of a CPO; thus, Defendants DaCorta, Montie, Duran, and Haas acted as unregistered APs of CPOs in violation of 7 U.S.C. § 6k(2).

161. By reason of the foregoing, Defendants DaCorta, Montie, Duran, and Haas associated with a retail forex CPO (as defined in 17 C.F.R. § 5.1(d)) as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions)), in a capacity that involved the solicitation of funds, securities, or property for a participation in a retail forex pool or the supervision of persons so engaged; therefore, Defendants DaCorta, Montie, Duran, and Haas acted as APs of CPOs as defined by 17 C.F.R. § 5.1(d)(2).

162. Defendants DaCorta, Montie, Duran, and Haas were not registered as APs of a CPO engaged in retail forex transactions, and therefore violated 17 C.F.R. § 5.3(a)(2)(ii).

163. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc) and 6m(1) and 17 C.F.R. § 5.3(a)(2)(i).

164. Each instance that Defendants OIG, OM, and Satellite Holdings acted as a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

165. Each instance that Defendants DaCorta, Montie, Duran, and Haas acted as an AP of a CPO but failed to register with the Commission as such is alleged as a separate and distinct violation.

COUNT FOUR

Violation of Regulation 4.20(b)-(c), 17 C.F.R. § 4.20(b)-(c) (2018)
(Failure To Receive Pool Funds in Pools' Names and Commingling Pool Funds)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

166. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

167. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

168. Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2018), prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

169. 17 C.F.R. § 4.20(c) (2018), prohibits a CPO, whether registered or not, from commingling the property of any pool it operates with the property of any other person.

170. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise), while acting as CPOs for the Oasis Pools, failed to receive

to pool participants' funds in the names of the Oasis Pools and commingled the property of the Oasis Pools with property of Defendants or others.

171. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.20(b)-(c).

172. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings's conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.20(b)-(c).

173. Each act of improperly receiving pool participants' funds and commingling the property of the Oasis Pools with non-pool property, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.20(b)-(c).

COUNT FIVE

Violation of Regulation 4.21, 17 C.F.R. § 4.21 (2018)
(Failure To Provide Pool Disclosures)

(Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, and Haas)

174. Paragraphs 1 through 117 are re-alleged and incorporated herein by reference.

175. Regulation 5.4, 17 C.F.R. § 5.4 (2018), states that Part 4 of the Regulations, 17 C.F.R. pt. 4 (2018), applies to any person required to register as a CPO pursuant to Part 5 of the Regulations, 17 C.F.R. pt. 5 (2018), relating to forex transactions.

176. Regulation 4.21, 17 C.F.R. § 4.21 (2018), provides that

> each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

177. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) failed to provide to prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2018).

178. By reason of the foregoing, Defendants OIG, OM, and Satellite Holdings (acting as a common enterprise) violated 17 C.F.R. § 4.21.

179. Defendants DaCorta, Anile, Montie, and Haas control OIG, OM, and/or Satellite Holdings, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, OIG's, OM's, and Satellite Holdings' conduct alleged in this Count. Therefore, under Section 13(b) of the Act, 7 U.S.C. § 13c(b) (2012), DaCorta, Anile, Montie, and Haas are liable for OIG's, OM's, and Satellite Holdings's violations of 17 C.F.R. § 4.21.

180. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants, including but not limited to those specifically alleged herein, is alleged as a separate and distinct violation of 17 C.F.R. § 4.21.

VI. RELIEF REQUESTED

WHEREFORE, the Commission respectfully requests that this Court, as authorized by Section 6c of the Act, 7 U.S.C. § 13a-1 (2012), and pursuant to its own equitable powers:

A. Find that Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas violated Sections 4b(a)(2)(A)-(C), 4k(2), 4m(1), 4*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) of the Act, 7 U.S.C. §§ 6b(a)(2)(A)-(C),6(k)(2), 6m(1), 6*o*(1)(A)-(B), 2(c)(2)(iii)(I)(cc) (2012), and 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)(iii) (2018);

B. Enter an order of permanent injunction enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, who receive actual notice of such order by personal service or otherwise, from engaging in the conduct described above, in violation of 7 U.S.C. §§ 6b(a)(2)(A)-(C), 6m(1), 6*o*(1)(A)-(B), and 2(c)(2)(iii)(I)(cc) and 17 C.F.R. §§ 4.20(b)-(c), 4.21, 5.2(b)(1)-(3), and 5.3(a)(2);

C. Enter an order of permanent injunction restraining and enjoining Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, and their affiliates, agents, servants, employees, successors, assigns, attorneys, and all persons in active concert with them, from directly or indirectly:

1) Trading on or subject to the rules of any registered entity (as that term is defined by Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2012));
2) Entering into any transactions involving "commodity interests" (as that

term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2018)), for accounts held in the name of any Defendant or for accounts in which any Defendant has a direct or indirect interest;

3) Having any commodity interests traded on any Defendants' behalf;

4) Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

5) Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling of any commodity interests;

6) Applying for registration or claiming exemption from registration with the CFTC in any capacity, and engaging in any activity requiring such registration or exemption from registration with the CFTC except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2018); and

7) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2018)), agent, or any other officer or employee of any person registered, exempted from registration, or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9).

D. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act and Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

E. Enter an order directing Relief Defendants Mainstream Fund Services, Inc.,

Bowling Green, Lagoon, Roar of the Lion, 444, 4064 Founders Club, 6922 Lacantera,13318 Lost Key and 4Oaks, including any third-party transferee and/or successors thereof, to disgorge, pursuant to such procedure as the Court may order, all benefits received including, but not limited to, salaries, commissions, loans, fees, revenues, and trading profits derived, directly or indirectly, from acts or practices which constitute violations of the Act or Regulations as described herein, from April 15, 2014, to the present, including pre-judgment and post-judgment interest;

F. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to make full restitution to every person who has sustained losses proximately caused by the violations described herein, including pre-judgment and post-judgment interest;

G. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas, as well as any successors thereof, to rescind, pursuant to such procedures as the Court may order, all contracts and agreements, whether implied or express, entered into between, with or among Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas and any of the pool participants whose funds were received by Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas as a result of the acts and practices that constituted violations of the Act and Regulations as described herein;

H. Enter an order directing Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay a civil monetary penalty assessed by the Court, in an amount not to exceed the penalty prescribed by Section 6c(d)(1) of the Act, 7 U.S.C. § 13a-1(d)(1) (2012), as adjusted for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Pub. L. 114-74, tit. VII, § 701, 129 Stat. 584, 599-600, *see* Regulation 143.8, 17 C.F.R. § 143.8 (2018), for each violation of the Act and

Regulations, as described herein;

I. Enter an order requiring Defendants OIG, OM, Satellite Holdings, DaCorta, Anile, Montie, Duran, and Haas to pay costs and fees as permitted by 28 U.S.C. §§ 1920 and 2413(a)(2) (2012); and

J. Enter an order providing such other and further relief as this Court may deem necessary and appropriate under the circumstances.

Dated: June 12, 2019

Respectfully submitted,

COMMODITY FUTURES TRADING COMMISSION

By: /s/ Jennifer J. Chapin
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CERTIFICATE OF SERVICE

I hereby certify that on June 12, 2019, I filed a copy of the foregoing with the Clerk of the Court via the CM/ECF system, which served all parties of record who are equipped to receive service of documents via the CM/ECF system.

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to:

Gerard Marrone
Law Office of Gerard Marrone P.C.
66-85 73rd Place
Second Floor
Middle Village, NY 11379
gmarronelaw@gmail.com
COUNSEL FOR DEFENDANT JOSEPH S. ANILE, II

I hereby certify that on June 12, 2019, I provided service of the foregoing via electronic mail to the following unrepresented party:

Francisco "Frank" L. Duran
fduran@oasisig.com

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

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP, LIMITED; OASIS MANAGEMENT, LLC; SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE, III; FRANCISCO "FRANK" L. DURAN; and JOHN J. HAAS

MISC 19 1863

Defendants,

and

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

Relief Defendants.

_____/

CONSOLIDATED RECEIVERSHIP ORDER

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

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

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

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

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

1. Except as otherwise specified in the Consent Order of Preliminary Injunction Against Defendant Montie, the Consent Order of Preliminary Injunction Against Defendants Haas and SHC, and the Consent Order of Amended Preliminary Injunction Against Duran, the Court hereby takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the following Defendants and Relief Defendants: Oasis International Group, Limited; Oasis Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Raymond P. Montie, III; Francisco "Frank" L. Duran; John J. Haas; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar Of The Lion, Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, "Receivership Defendants").

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

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

I. Asset Freeze

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

II. General Powers and Duties of Receiver

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

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

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

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

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

A. To use reasonable efforts to determine the nature, location and value of all property interests of the Receivership Defendants, including, but not limited to: real estate, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable thereto, of whatever kind, which the Receivership Defendants own, possess, have a beneficial interest in, or control directly or indirectly (collectively, the "Receivership Estates");

B. To take custody, control and possession of all Receivership Property and records relevant thereto from the Receivership Defendants; to sue for and collect, recover, receive and take into possession from third parties all Receivership Property and records relevant thereto;

C. To manage, control, operate and maintain the Receivership Estates and hold in his possession, custody and control all Receivership Property, pending further Order of this Court;

D. To use Receivership Property for the benefit of the Receivership Estates, making payments and disbursements and incurring expenses as may be necessary or advisable in the ordinary course of business in discharging his duties as Receiver;

E. To take any action which, prior to the entry of this Order, could have

been taken by the officers, directors, partners, managers, trustees and agents of the Receivership Defendants;

F. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisers, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers;

G. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;

H. To issue subpoenas or letters rogatory to compel testimony of persons or production of records, consistent with the Federal Rules of Civil Procedure, except for the provisions of Fed. R. Civ. P. 26(d)(1), concerning any subject matter within the powers and duties granted by this Order;

I. To bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver;

J. To pursue, resist, and defend all suits, actions, claims, and demands which may now be pending or which may be brought by or asserted, directly or indirectly, against the Receivership Estates;

K. To request the assistance of the U.S. Marshals Service, in any judicial district, to assist the Receiver in carrying out his duties to take possession, custody, and control of, or identify the location of, any Receivership Assets, documents or other materials belonging to the Receivership Defendants. In addition, the Receiver is authorized to request similar assistance from any other federal, state, county, or civil law enforcement officer(s) or constable(s) of any jurisdiction; and,

L. To take such other action as may be approved by this Court.

III. Access to Information

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

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

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

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

present:

A. Identifying every account at every bank, brokerage, or other financial institution: (a) over which Receivership Defendants have signatory authority; and (b) opened by, in the name of, or for the benefit of, or used by, the Receivership Defendants;

B. Identifying all credit, bank, charge, debit, or other deferred payment card issued to or used by each Receivership Defendant, including but not limited to the issuing institution, the card or account number(s), all persons or entities to which a card was issued and/or with authority to use a card, the balance of each account and/or card as of the most recent billing statement, and all statements for the last twelve months;

C. Identifying all assets received by any of them from any person or entity, including the value, location, and disposition of any assets so received; and

D. Identifying all funds received by the Receivership Defendants, and each of them, in any way related, directly or indirectly, to the conduct alleged in Plaintiffs' Complaint. The submission must clearly identify, among other things, all investors, the securities they purchased, the date and amount of their investments, and the current location of such funds.

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

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

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

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

IV. Access to Books, Records and Accounts

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

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

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

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

A. Not liquidate, transfer, sell, convey, or otherwise transfer any assets, securities, funds, or accounts in the name of or for the benefit of the Receivership Defendants, except upon instructions from the Receiver;

B. Not exercise any form of set-off, alleged set-off, lien, or any form of self-help whatsoever, or refuse to transfer any funds or assets to the Receiver's control, without the permission of this Court;

C. Within five (5) business days of receipt of such notice, file with the Court and serve on the Receiver and counsel for Plaintiffs a certified statement setting forth, with respect to each such account or other asset, the balance in the account or description of the assets as of the close of business on the date of receipt of the notice; and,

D. Cooperate expeditiously in providing information and transferring funds, assets, and accounts to the Receiver or at the direction of the Receiver.

V. Access to Real and Personal Property

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

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

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

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

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

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

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

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

the term of the receivership.

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

VI. Notice to Third Parties

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

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

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

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

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

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

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

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

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

VII. Injunction Against Interference with Receiver

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

A. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, subpoena, replevin, execution, or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any Receivership Property;

B. Hinder, obstruct or otherwise interfere with the Receiver in the performance of his duties; such prohibited actions include but are not limited to concealing, destroying, or altering records or information;

C. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include but are not limited to releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments, or claims against any Receivership Property or any Receivership Defendant, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate the due date of any lease, loan, mortgage, indebtedness, security agreement, or other

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

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

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

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

VIII. Stay of Litigation

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

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

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

employment of process.

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

IX. Managing Assets

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

38. The Receiver may, without further Order of this Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.

39. Subject to Paragraph 40, immediately below, the Receiver is authorized to locate, list for sale or lease, engage a broker for sale or lease, cause the sale or lease, and take all necessary and reasonable actions to cause the sale or lease of all real property in the Receivership Estates, either at public or private sale, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such real property.

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

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

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

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

X. Investigate and Prosecute Claims

43. Subject to the requirement in Section VIII above, that leave of this Court is required to resume or commence certain litigation, the Receiver is authorized, empowered, and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property.

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

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

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

XI. Bankruptcy Filing

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

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

XII. Liability of Receiver

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

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

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

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

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

XIII. Recommendations and Reports

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

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

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

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

56. The Quarterly Status Report shall contain the following:

A. A summary of the operations of the Receiver;

B. The amount of cash on hand, the amount and nature of accrued administrative expenses, and the amount of unencumbered funds in the estate;

C. A schedule of all the Receiver's receipts and disbursements (attached as Exhibit A to the Quarterly Status Report), with information for the quarterly period covered and information for the entire duration of the receivership;

D. A description of all known Receivership Property, including approximate or actual valuations, anticipated or proposed dispositions, and reasons for retaining assets where no disposition is intended;

E. A description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in: (i) reducing the claims to judgment; and, (ii) collecting such judgments);

F. The status of creditor claims proceedings, after such proceedings have been commenced; and,

G. The Receiver's recommendations for a continuation or discontinuation of the receivership and the reasons for the recommendations.

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

XIV. Fees, Expenses and Accountings

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

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

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

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

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

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

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

64. Each Quarterly Fee Application shall:

A. Comply with the terms of the CFTC billing instructions agreed to by the Receiver; and,

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

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

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

Hon. Virginia M. Hernandez Covington
United States District Judge

Hon. Sean P. Flynn
United States Magistrate Judge

From: Brent Winters
To: Bea McConnell; Tara Dillon
Subject: waiver request
Date: Thursday, June 11, 2020 9:42:44 PM
Attachments: OASIS—list of Brent"s Clients.pdf

M. McConnell,

Please see attached a list of my clients.

Brent Allan Winters
Attorney & Counselor at Law
Trusts, Federal Grand Juries, Legal Services
To contact us, click HERE
For legal services, click HERE

Exhibit "I"

Brent Allan Winters
Attorney & Counsellor at Law
5105 South Highway 41
Terre Haute, Indiana 47802
(317) 515-7695
brentallanwinters@nym.hush.com

Beatriz McConnell
Englander and Fischer LLP
721 First Ave. North
St. Petersburg, Florida 33701

M. McConnell:

The following are names of my clients.

1) Hicks, Chad and Amy
2) Agugliaro, Tony
3) Arduini, Chris & Shelley
4) Breese, Walt and Julie
5) Burnell, Clifford and Lois
6) Burrows, Michael
7) Crowley, Kayla:
8) Devine, John
9) Finch: David & Elizabeth Carnevele
10) Finch, Robert & Darlene
11) Flander, Patrick
12) Frances, Dr. Michael
13) Frost, Dane
14) Fuksman, Henry
15) Gable, Jeff & Kym
16) Gould, Carol c/o Michele Utter
17) Gudipati, Neelima
18) Hineman, Judy
19) Hunte, Tim
20) Johnson, Kevin
21) Johnston, Alan
22) Kerrigan, Kevin

23) Lawrence, Ronald Dale
24) Lipinczyk, David
25) Mann, Jeff
26) Marrone, Len
27) Miner, Tom
28) Nagel, Frank
29) Nicolau, Mario
30) Obay, Michael
31) Peterson, Stephen
32) Petralis, Sr, Vince & Sharon
33) Petralis, Jr, Vince
34) Prouty, John & Kimberly
35) Reinecker, Erich & Carol
36) Russo, Karen
37) Stedman, Nancy
38) Ulinger, Tim
39) Vona, Joseph
40) Whitesides, James & Melanie

Sincerely,

/s/ Brent Allan Winters

Sent from my iPhone

Begin forwarded message:

From: Michele Utter <shelutter@me.com>
Date: May 17, 2020 at 8:21:47 PM EDT
To: Shel Utter <shelutter@icloud.com>
Cc: Greg Melick <tradinggraces@use.startmail.com>, Jason McKee <jmckee573@gmail.com>
Subject: Quick note regarding Oasis—Power of Attorney and Non-Disclosure Agreement

Hi Everyone,

This is a quick email to confirm that Greg Melick has not received your **notarized** Power of Attorney and your Non-Disclosure Agreement. I have spoken with some of you, and I know the papers are in the mail and on their way to him as I type this.

Without the NDA, you will not be able to receive the confidential email that I am sending out later tonight to those who have hired our group attorney. This sensitive information has essential instructions that you **MUST complete by the deadline of May 29th**. As soon as Greg receives your NDA, be assured that I will forward that email to you.

If you have mailed your NDA, and want to receive this confidential email ASAP, please email Greg with your signed NDA. You can email him at: tradinggraces@use.startmail.com. As soon as he lets me know he has received your emailed copy, I will send the confidential email out to you.

If you have decided to opt-out of our group attorney, and not complete the NDA and POA, please let me know.

Have a great night!
Michele

Exhibit "J"

POWER OF ATTORNEY

I, _____ living in _____, _____ do hereby appoint, Brent Allan Winters, of Terre Haute, Indiana as my private Counsel and Agent to act for me in any lawful way in respect to the following subjects:

Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching upon my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned and arising or deriving exclusively from *COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LTD*; OASIS MANAGEMENT, LLC, SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE III; FRANCISCO "FRANK" L. DURAN; JOHN J. HAAS; DEFENDANTS AND/OR RELIEF DEFENDANTS per Case Number 8:19-cv-00886-VMC-SPF in the United States District Court Middle District of Florida, Tampa Division. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Counsel and Agent shall deem proper solely as relates directly to the foregoing specific complaint and/or such case(s) as may derive directly from it, including derivative civil and/or criminal cases.

Appearance. To appear, cross-examine witnesses, take deposition(s), offer evidence in my defense, submit Affidavits and other pertinent paperwork, plead or defend on my behalf before any competent court of Jurisdiction respecting the aforesaid case and any derivative thereof.
THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF INDIANA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this _____ day of _____, 2020

Signed: _____
(print name):_____

Notary Public's Jurat and Acknowledgment

State of _____)
)
County of _____)

BEFORE ME, the undersigned authority, a Notary Public, of the County:_____,
State of_____, this _____day of _____ 2020 A.D,
_____, did personally appear and was known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man whose name is subscribed on this **Power of Attorney**, and who, upon first being duly sworn or affirmed, deposes and says that the foregoing declarations in this **Power of Attorney** respecting the certain facts described are true to the best of his knowledge and belief.

WITNESS my hand and official seal.

/s/ _____

SEAL NOTARY PUBLIC

My Commission Expires On:

Notary Seal

LEGAL NOTICE

The Certifying Notary is an independent contractor and not a party to this claim. In fact the Certifying Notary is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. *Tampering with a witness, victim, or an informant*. The Certifying Notary also performs the functions of a quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violations of the U.S. Postal regulations as an Officer of the Executive Department. Intimidating a Notary Public under Color of Law is a violation of Title 18, U.S. Code, Section 242, titled "Deprivation of Rights Under Color of Law," which primarily governs police misconduct investigations. This Statute makes it a crime for any person acting under the Color of Law to willfully deprive any individual residing in the United States and/or United States of America those rights protected by the Constitution and U.S. laws.

ACKNOWLEDGMENT OF COUNSEL

BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, THE COUNSEL ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF LAWFUL COUNSEL.

Brent Allan Winters
[Name of Counsel]

_____ Date: _____
[Signature of Counsel]

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made on _____, 2020 by and between _____ ("Recipient") and Brent Allan Winters ("Agent") (together the "Parties"), respecting all of Brent Allan Winters's undiscoverable work-product and documents not made public record by filing into the court, in relation to the case *Commodity Futures Trading Commission v. Oasis International Group, LTD*: Case Number 8:19-cv-00886-VMC-SPF in the United States District Court Middle District of Florida, Tampa Division ("Oasis").

Recipient agrees to protect the confidentiality of any and all material and information disclosed between Agent and the Recipient that is undiscoverable and not filed into the public record. Therefore, the Parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Agent, whether or not Agent owned or developed, which is not generally known other than by the Agent and Recipients (defendant in the above-cited case *Oasis International Group, LTD*) ("Oasis"), and which the Recipient may obtain through any direct or indirect contact with Agent or other Oasis Recipients, or Agent's contacts. Confidential Information shall include but not be limited to any information that the Agent or his contacts provide, concerning business, technology, and information of Agent and any third party with which Agent deals; including, without limitation, business records, plans, strategies, contracts, financial information, computer programs and listings, investment details, private correspondences, the content of texts, emails, and any other written materials, webinars, recordings, whether audio or video, on-line meetings, phone conversations, strategic alliances, partners, and client lists. The nature of the information this Agreement classes as confidential, and the manner of disclosure, is such that a reasonable person would understand it to be confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that Confidential Information is that which the Agent has developed or obtained by the investment of significant time, effort, and expense; and that the Confidential Information is a valuable, special, and unique asset of Agent and needs to be protected from improper disclosure. The Recipient further understands and acknowledges that improper disclosure of Confidential Information may result in serious loss or damages to other Oasis Recipients, and may therefore give rise to claims against Recipient for damages. In consideration for Recipient's receipt of such Confidential Information, the Recipient agrees as follows:

A. Unauthorized Use. Recipient shall promptly advise Agent if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.

B. No Disclosure. Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any person or entity without the Agent's prior written consent.

C. **No Copying or Modifying.** Recipient shall not copy or modify any Confidential Information without Agent's prior written consent.
D. **Application to Employees.** Recipient shall not disclose any Confidential Information to any of the Recipient's employees, friends, or family members, unless each permitted employee, friend, or family member to whom Recipient has disclosed Confidential Information shall have signed a non-disclosure agreement, substantially the same as this Agreement, before being authorized to obtain, review, or have knowledge of the Confidential Information.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION-INJUNCTION. If it appears to the Agent that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Agent shall be entitled to an injunction to bar the Recipient from disclosing the Confidential Information. This provision shall not bar Agent from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon the request of Agent, the Recipient shall return to Agent all materials, in whatever form these are held or recorded, containing the Confidential Information. Within five days of the Agent's request for return of Confidential Information, the Recipient shall also deliver to Agent a written statement signed by the Recipient, certifying that he has returned all such confidential materials.

VI. RELATIONSHIP OF PARTIES. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party, or commercially offer any products using or incorporating the Confidential Information. This Agreement creates no any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. AGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AGENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Any actions taken the Recipient take in response to the disclosure of the Confidential Information shall be solely at the Recipient's risk.

VIII. LIMITED LICENSE TO USE. The Recipient acquires no intellectual property rights under this Agreement, except the limited right to use as set forth above. The Recipient acknowledges that, as between Agent and the Recipient, the Confidential Information and all related rights and other intellectual property rights, are (and at all times will be) the property of Agent, even if suggestions, comments, and-or ideas the Recipient has made are incorporated into the Confidential Information, or related materials, during the term of this Agreement.

IX. INDEMNITY. Recipient agrees to defend, indemnify, and hold harmless the Agent, and any of his agents, representatives, or employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses, resulting from the indemnifying Recipient's material breach of any duty, representation, or warranty under this Agreement.

X. TERM. The obligations of this Agreement shall survive THREE YEARS from the Effective Date of this Agreement, or until the Agent sends the Recipient written notice releasing the Recipient from this Agreement. After the Recipient receives such written notice, the Recipient must continue to protect the Confidential Information he received during the term of this Agreement from unauthorized use or disclosure, for an additional ONE year.

XI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both Parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either Party. Neither Party may delegate its duties under this Agreement, without the prior written consent of the other Party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times, in accordance with the term of this Agreement. If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and shall be construed so as to best achieve the original intent and purpose of this Agreement.

This Agreement by and between _____ (Recipient) and Brent Allan Winters (Agent) and delivered in the manner law prescribes as of the date below.

RECIPIENT:

Signed: _____

(print name) _____ Date: _____

AGENT:

Brent Allan Winters

Signed: _____ Date: _____