

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

COMMODITY FUTURES TRADING
COMMISSION,

Case No. 8:19-CV-886-T-33SPF

Plaintiff,

v.

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

Defendants,

and

FUNDAMINISTRATION, INC., et. al;

Relief Defendants.

**RECEIVER’S MOTION TO APPROVE SETTLEMENTS
WITH RAYMOND P. MONTIE, JOHN J. HAAS,
LEO PORTELA, ROB MARCHIONY, AND STEPHEN DRIBUSCH**

Burton W. Wiand, as receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**” and the “**Receivership**”), moves the Court to approve settlements with defendants Raymond P. Montie (“**Montie**”) and John J. Haas (“**Haas**”), as well as with insiders Leo Portela

(“**Portela**”), Rob Marchiony (“**Marchiony**”), and Stephen Dribusch (“**Dribusch**”). The resolution of the Receiver’s claims against Montie, Haas, Portela, Marchiony, and Dribusch will conserve the parties’ and the Court’s resources while avoiding the harshest outcomes, including bankruptcies and the imposition of constructive trusts and equitable liens on homestead and other property. *See, e.g., Lee v. Wiand*, 603 B.R. 161 (M.D. Fla. 2018). Given the risks inherent in litigation and the desire to conserve resources, the Receiver believes the settlements in this motion are reasonable, equitable, and in the best interests of the Receivership.

BACKGROUND

On April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**”) filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); Haas; and Montie (collectively, the “**defendants**”) and (2) relief defendants Fundadministration, Inc. (“**FAI**”); Bowling Green Capital Management, LLC (“**Bowling Green**”); Lagoon Investments, Inc. (“**Lagoon**”); Roar of the Lion Fitness, LLC (“**Roar of the Lion**”); 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”); 4064 Founders Club Drive, LLC (“**4064 Founders Club**”); 6922 Lacantera Circle,

LLC (“**6922 Lacantera**”); 13318 Lost Key Place, LLC (“**13318 Lost Key**”); and 4Oaks LLC (“**4Oaks**”) (collectively, the “**relief defendants**”). The foregoing defendants and relief defendants are referred to as the “**Receivership Entities.**”

The CFTC’s complaint charges the defendants with violations of the Commodity Exchange Act and CFTC regulations and seeks to enjoin their violations of these laws regarding a fraudulent foreign currency (“**forex**”) trading scheme.¹ The CFTC alleges that between mid-April 2014 and April 2019, the defendants fraudulently solicited over 700 U.S. residents to invest in two commodity pools – Oasis Global FX, Limited and Oasis Global FX, S.A. (collectively, the “**Oasis Pools**”). The CFTC also asserts that the defendants raised approximately \$75 million from these investors and misappropriated over \$28 million of the pool funds to make payments to other pool participants and over \$18 million for unauthorized personal and business expenses, including the transfer of at least \$7 million to the relief defendants.²

¹ The Receiver’s claims against the defendants and other settling parties are different than the claims asserted by the CFTC. The Receiver understands that certain defendants have also agreed to proposed consent orders with the CFTC. In some cases, the defendants’ settlements with the Receiver will be credited against their disgorgement obligations but not their civil penalties. The CFTC filed a separate motion to approve its proposed consent orders. *See* Doc. 783.

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

At the request of the CFTC, the Court appointed the Receiver on April 15, 2019 and directed him, in relevant part, to “[t]ake exclusive custody, control, and possession of the Receivership Estate,” which includes “all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants.” Doc. 7 at p. 14, ¶ 32 & p. 15, ¶ 30.b. On July 11, 2019, the Court entered a Consolidated Receivership Order, which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver’s activities. *See* Docs. 177 & 390 (collectively, the “**Consolidated Order**”).

The Court found that entry of the Consolidated Order was necessary and appropriate for the purposes of marshaling and preserving all assets, including in relevant part, assets that “were fraudulently transferred by the Defendants and/or Relief Defendants.” Doc. 177 at 2. The Consolidated Order authorized, empowered, and directed the Receiver to “investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted...” *Id.* ¶ 44. The Court also authorized the Receiver “to sue for and collect, recover, receive and take into possession all Receivership Property” (*id.* ¶ 8.B.) and “[t]o bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems necessary or appropriate in discharging his duties as Receiver” (*id.* ¶ 8.I.). Similarly, the

Court authorized, empowered, and directed the Receiver to “prosecute” actions “of any kind as may in his discretion, and in consultation with the CFTC’s counsel, be advisable or proper to recover and/or conserve Receivership Property.” *Id.* ¶ 43.

The Receiver’s Claims Against Montie

On April 14, 2020, the Receiver and certain Receivership Entities filed an action against Montie, styled *Wiand v. Montie*, Case No. 8:20-cv-00863 (M.D. Fla.), alleging statutory claims for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty (the “**Montie Litigation**”). The Receiver sought to recover fraudulent transfers in the amount of \$1.7 million that Montie received from the scheme and additional damages based on his tortious conduct.

The parties mediated their dispute on April 30, 2021, but did not reach a resolution. On May 25, 2021, the Department of Justice moved to stay the Montie Litigation to protect its ongoing criminal investigation, including Michael DaCorta’s impending trial. The court supervising the Montie Litigation granted that motion on May 28, 2021. DaCorta’s criminal trial concluded in 2022, and the Montie Litigation subsequently resumed. In July 2023, the Receiver settled the Montie Litigation for \$549,410.88. A copy of the settlement agreement is attached as **Exhibit A**. The settlement was reached after extensive negotiations with Montie, including the exchange of

financial information and the evaluation of the Receiver's claims and prospects of collection. Specifically, the Receiver evaluated Montie's assets and his ability to satisfy any judgement against him and believes that the settlement provides a reasonable maximization of funds that could be collected. Certain escrowed funds as well as monies already seized by the Receiver will be credited to the settlement amount. Montie must pay the remainder pursuant to a negotiated schedule. If Montie fails to pay any portion of the settlement amount or otherwise breaches the settlement agreement, after 10-days' notice and unless the default or breach is cured within that time, Montie consents to the immediate entry of a judgment against him in the amount of \$1,709,687.69, plus interest and reasonable attorneys' fees necessary to enter, enforce, and collect the judgment, minus amounts previously paid. *See* Ex. A at 3.

The Receiver's Pre-Litigation Claims Against Haas, Portela, Marchiony, and Dribusch

The Receiver believes that he has similar claims against Haas, Portela, Marchiony, and Dribusch as those alleged against Montie in the Montie Litigation, including statutory claims for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty. Dribusch, Haas, and Marchiony executed tolling agreements with the Receiver on March 30, 2020, April 3, 2020, and April 10, 2020. The tolling agreements afforded the

Receiver additional time to evaluate the potential claims against them and to establish their liability to the Receivership.

Settlement with John Haas

Haas is an individual who played a substantial role in the distribution of Oasis investments. He received over \$1 million dollars for his efforts in the distribution of notes that were unregistered securities. He sold millions of dollars of unregistered securities. The Receiver's evaluation of an action against Haas is controlled by the fact that Haas has little or no assets and while an action against him would produce a substantial judgement, it could never be collected. It would be a pyrrhic victory.

On June 22, 2023, the CFTC, Haas, and the Receiver participated in a mediation. Following the mediation, the CFTC, Haas, and the Receiver continued to discuss settlement. On June 28, 2023, the Receiver and Haas settled the Receiver's potential claims against Haas for \$50,000. A copy of the settlement agreement is attached as **Exhibit B**. The settlement was reached after extended discussions with Haas, including the exchange of financial information and the evaluation of the Receiver's claims and prospects of collection. The Receiver evaluated Haas's assets and ability to satisfy any judgement against him, which ability is extremely limited, and he believes that the settlement provides a reasonable maximization of funds that could be realistically collected from Haas. Haas must pay the settlement amount

pursuant to a negotiated schedule. If Haas fails to pay any portion of the settlement amount or otherwise breaches the settlement agreement, he consents to the entry of a judgment against him in the amount of \$1,103,597.24, as well as reasonable attorneys' fees necessary to enter, enforce, and collect the judgment. *See* Ex. B at 3.

Settlement with Stephen Dribusch

Dribusch is a long time associate of DaCorta who aided the scheme by conducting losing trades on behalf of OIG that were used to deceive investors into believing that active trading was producing profits. In total, Dribusch received \$126,000 for his role in the scheme. On November 13, 2023, the Receiver and Dribusch reached an agreement to, subject to Court approval, resolve the potential claims against him for \$30,000. A copy of the settlement agreement is attached as **Exhibit C**.

The settlement was reached after extensive discussions with Dribusch, including the exchange of financial information and the evaluation of the Receiver's claims and prospects of collection. The Receiver evaluated Dribusch's assets and ability to satisfy any judgement against him and believes that the settlement provides a reasonable maximization of funds that could realistically be collected from Dribusch. If Dribusch fails to pay any portion of the settlement amount or otherwise breaches the settlement agreement, he consents to the entry of a judgment against him in the amount

of \$126,000, minus any payments already made on this amount, plus pre-judgment interest at the rate of six percent from the date of the execution of the settlement agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent. *See* Ex. C at 3.

Settlement with Robert Marchiony

Marchiony was an investor in OIG who unfortunately also took on the role of recruiting other investors. The Receiver believes his conduct was inconsistent with state and federal laws. On October 18, 2023, the Receiver and Marchiony agreed subject to Court approval to settle the potential claims against Marchiony for \$139,657. A copy of the settlement agreement is attached as "**Exhibit D.**" The settlement was reached after extensive negotiations with Marchiony, including the evaluation of the Receiver's claims and prospects of collection. Marchiony has agreed to repay all of the funds he received. The Receiver believes that the settlement provides a reasonable resolution for the Receivership and that litigation over interest would not benefit the Receivership estate. Mr. Marchiony accepted the error of his conduct in an honorable manner and has agreed to repay the amount he has benefited. If Marchiony fails to pay any portion of the settlement amount or otherwise breaches the settlement agreement, he consents to the entry of a judgment against him in the amount of \$139,657, minus any payments already made on this amount, plus pre-judgment interest at the

rate of six percent from the date of the execution of the Settlement Agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent. *See* Ex. D at 2.

Settlement with Leo Portela

On November 14, 2023, the Receiver and Portela settled the Receiver's potential, pre-litigation claims against Portela for \$5,000. A copy of the settlement agreement is attached as **Exhibit E**. The settlement was reached after extensive negotiations with Portela, including the evaluation of the Receiver's claims and prospects of collection. The settlement amount is higher than the net disbursements to Portela as reflected in receivership records. The Receiver believes that the settlement provides a reasonable maximization of funds that could be realistically collected from Portela. If Portela fails to pay any portion of the settlement amount or otherwise breaches the settlement agreement, he consents to the entry of a judgment against him in the amount of \$5,000 minus any payments already made on this amount, plus pre-judgment interest at the rate of six percent from the date of the execution of the settlement agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent. *See* Ex. E at 2.

MEMORANDUM OF LAW

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership

is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). A court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety Fin. Serv., Inc.*, 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys "wide

discretionary power” related to its “concern for orderly administration”) (citations omitted).

As noted above, the Consolidated Order authorizes, empowers, and directs the Receiver to “investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted....” Doc. 177 ¶ 44. It also authorizes the Receiver “[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.; *see also* ¶ 8.J. (authorizing the Receiver to “pursue ... all suits, actions, claims, and demands, which may now be pending or which may be brought by ... the Receivership Estates.”).

The Receiver filed the Montie Litigation pursuant to this mandate and with the Court’s express approval. Montie, Haas, Dribusch, Marchiony, and Portela have reached mediated or negotiated settlement agreements with the Receiver, taking into consideration the risks inherent in litigation, their ability to pay, and other unique circumstances. The Receiver is also charging interest on Haas’s settlement because it contains a payment plan. These settlements will avoid expensive litigation with Montie, Haas, Dribusch, Marchiony, and Portela, some of which would be almost pointless. The Settlements provide substantial financial benefit to the Receivership and provide efficient resolution to potential claims.

CONCLUSION

For the foregoing reasons, the Court should approve the settlements. Montie, Haas, Dribusch, Marchiony, and Portela have reached mediated or negotiated agreements, and approval of the settlements will avoid unnecessary litigation.

LOCAL RULE 3.01(G) CERTIFICATION

The Consolidated Order requires the Receiver to consult with the CFTC regarding certain litigation. *See* Doc. 177 ¶ 43. As such, undersigned counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC does not oppose the relief requested in this motion. Like his previous motions to approve settlements (Docs. 280, 281, 312, 314, 350, 357, 379, 383, 399, 404, 425, 427), the Receiver's counsel has also conferred with the other defendants who remain in the case. No objections have been raised to this motion.

Respectfully submitted,

/s/ Chemere Ellis _____

Ailen Cruz

Florida Bar Number 105826

acruz@guerrapartners.law

aavery@guerrapartners.law

Chemere K. Ellis

Florida Bar Number 125069

cellis@guerrapartners.law

droush@guerrapartners.law

GUERRA & PARTNERS, P.A.

The Towers at West Shore
1408 N. West Shore Blvd.
Suite 1010
Tampa, FL 33607
Tel.: (813) 347-5100
Fax: (813) 347-5198

Jared J. Perez, FBN 0085192
jared.perez@jaredperezlaw.com
JARED J. PEREZ P.A.
301 Druid Rd W
Clearwater, FL 33756-3852
Tel.: (727) 641-6562

*Attorneys for Burton W. Wiand,
Receiver*

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on December 15, 2023, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I have also provided the following non-CM/ECF participants with a true and correct copy of the foregoing by 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

John J. Haas
xlr8nford@yahoo.com

Raymond P. Montie, III
RayMontie7@yahoo.com

/s/ Chemere Ellis
Chemere Ellis, FBN 125069

EXHIBIT A

MONTIE SETTLEMENT AGREEMENT

WHEREAS, on April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**”) filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) (collectively, the “**defendants**”) and (2) relief defendants Fundadministration, Inc. (“**FAI**”); Bowling Green Capital Management, LLC (“**Bowling Green**”); Lagoon Investments, Inc. (“**Lagoon**”); Roar of the Lion Fitness, LLC (“**Roar of the Lion**”); 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”); 4064 Founders Club Drive, LLC (“**4064 Founders Club**”); 6922 Lacantera Circle, LLC (“**6922 Lacantera**”); 13318 Lost Key Place, LLC (“**13318 Lost Key**”); and 4Oaks LLC (“**4Oaks**”) (collectively, the “**relief defendants**”); and

WHEREAS, on April 15, 2019, Burton W. Wiand was appointed receiver (*see* Doc. 7) (the “**Receiver**”) over the defendants and relief defendants (collectively, the “**Receivership Entities**”) in the above-referenced action, M.D. Fla. Case No. 8:19-CV-886-T-33SPF (the “**CFTC Receivership Action**” and the presiding “**CFTC Receivership Court**”); and

WHEREAS, the Receiver and certain Receivership Entities filed an action against Montie, styled *Wiand v. Montie*, Case No. 8:20-cv-00863 (M.D. Fla.), alleging statutory claims for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty (the “**Montie Action**”), and

WHEREAS, the CFTC has entered or will enter into a proposed consent order (“**Consent Order**”) with Montie that will be presented to the CFTC Receivership Court for approval, and the Consent Order will delegate authority to the Receiver to collect the disgorgement portion of the monetary sanctions that will be imposed against Montie in the CFTC Receivership Action; and

WHEREAS, the Receiver has evaluated Montie’s assets and ability to satisfy any judgement against him and believes that the settlement described herein provides a reasonable maximization of funds that could be reasonably collected from Montie through the pursuit of collection efforts; and

WHEREAS, Montie, without admitting liability, wishes to resolve these matters globally and amicably; and

WHEREAS, any resolution of the CFTC Receivership Action or the Montie Action by agreement of the Receiver and Montie is subject to approval by the CFTC Receivership Court;

NOW, THEREFORE, and subject to the approval of the CFTC Receivership Court, Montie has agreed to pay, and the Receiver has agreed to accept, \$549,410.88 (the “**Settlement Amount**”) in full settlement of all claims, including the disgorgement portion of the Consent Order (but excluding the civil penalty). The Settlement Amount shall be paid from three sources. First, \$303,824.46 of the Settlement Amount shall be paid from the escrow account that holds the proceeds from the sale of Montie’s former home in Hauppauge, NY as well as proceeds from the sale of certain personal property and an automobile. Second, an additional \$156,869.36 of the Settlement Amount shall be

paid from four bank accounts belonging to Montie that the Receiver has already frozen, liquidated, and seized – e.g., TD Bank *2805, *6068, *1952, *0306. Third, the remaining \$88,717.16 of the Settlement Amount shall be paid by Montie from any other sources within one year of the approval of this Settlement Agreement by the CFTC Receivership Court.

If Montie fails to pay any portion of the Settlement Amount or otherwise breaches this Settlement Agreement, after 10-days' notice and unless the default or breach is cured within that time period, Montie consents to the immediate entry of a judgment against him in the amount of \$1,709,687.69 plus interest and reasonable attorneys' fees necessary to enter, enforce, and collect the judgment minus amounts previously paid.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Montie of and from any and all claims asserted, or which could have been asserted, in the CFTC Receivership Action, the Montie Action, or in any other ancillary litigation, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Receivership Entities.

Montie agrees to waive and does hereby waive any claim that he had, currently has, or may have against the Receiver, the Receivership Entities, and/or any employees, agents, or affiliates of the Receiver.

The Receiver and Montie understand and agree that, subject to the approval of the CFTC Receivership Court, the payment of the Settlement Amount and waiver of claims is

in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.

After execution of this Settlement Agreement by all parties and the finalization of the CFTC's Consent Order with Montie, the Receiver will move the CFTC Receivership Court for approval of this Settlement Agreement. The CFTC will also move the Court to enter the Consent Order with Montie. To the extent necessary, Montie agrees to assist the Receiver in seeking the CFTC Receivership Court's approval of this Settlement Agreement. If the Court refuses to approve or otherwise give effect to this Settlement Agreement, it shall be null and void.

Montie also agrees to provide an affidavit regarding his role with OIG and the other Receivership Entities and to assist the Receiver with ancillary litigation, as the Receiver may require or deem necessary.

Montie understands and agrees that each party shall bear their own costs and attorneys' fees incurred in the resolution of this matter.

The Receiver and Montie agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Montie also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: Raymond P. Montie III
Raymond P. Montie, III

By: Burton W. Wiand
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: 11/10/2023

Date: 11-13-2023

EXHIBIT B

HAAS SETTLEMENT AGREEMENT

WHEREAS, on April 15, 2019, the Commodity Futures Trading Commission (“**CFTC**”) filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited (“**OIG**”); Oasis Management, LLC (“**Oasis Management**”); Michael J. DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) (collectively, the “**defendants**”) and (2) relief defendants Fundadministration, Inc. (“**FAI**”); Bowling Green Capital Management, LLC (“**Bowling Green**”); Lagoon Investments, Inc. (“**Lagoon**”); Roar of the Lion Fitness, LLC (“**Roar of the Lion**”); 444 Gulf of Mexico Drive, LLC (“**444 Gulf of Mexico**”); 4064 Founders Club Drive, LLC (“**4064 Founders Club**”); 6922 Lacantera Circle, LLC (“**6922 Lacantera**”); 13318 Lost Key Place, LLC (“**13318 Lost Key**”); and 4Oaks LLC (“**4Oaks**”) (collectively, the “**relief defendants**”); and

WHEREAS, on April 15, 2019, Burton W. Wiand was appointed receiver (*see* Doc. 7) (the “**Receiver**”) over the defendants and relief defendants (collectively, the “**Receivership Entities**”) in the above-referenced action, M.D. Fla. Case No. 8:19-CV-886-T-33SPF (the “**CFTC Receivership Action**” and the presiding “**CFTC Receivership Court**”); and

WHEREAS, the Receiver and the Receivership Entities have statutory claims against Haas for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty, and

WHEREAS, the CFTC has entered or will enter into a proposed consent order (“**Consent Order**”) with Haas that will be presented to the CFTC Receivership Court for approval, and the Consent Order will delegate authority to the Receiver to collect the

disgorgement portion of the monetary sanctions that will be imposed against Haas in the CFTC Receivership Action; and

WHEREAS, the Receiver has evaluated Haas's assets and ability to satisfy any judgement against him and believes that the settlement described herein provides a reasonable maximization of funds that could be reasonably collected from Haas through the pursuit of collection efforts; and

WHEREAS, Haas, without admitting liability, wishes to resolve these matters globally and amicably; and

WHEREAS, any resolution of this action by agreement of the Receiver and Haas is subject to approval by the CFTC Receivership Court;

NOW, THEREFORE, and subject to the approval of the CFTC Receivership Court, Haas has agreed to pay, and the Receiver has agreed to accept, \$50,000 (the "**Settlement Amount**") in full settlement of all claims. Haas shall pay the Settlement Amount in eight quarterly installments of \$6,250 (plus interest accruing on the outstanding principal balance beginning as of the date of the first required payment) over two years. The first payment shall be due 10 days after the CFTC Receivership Court enters an order approving this Settlement Agreement but no sooner than sixty (60) days from the date of this Agreement. The second and all subsequent payments shall be due on the first day of the pertinent quarter – *e.g.*, October 1, 2023; January 1, 2024; April 1, 2024; July 1, 2024, *etc.* The Settlement Amount will bear interest at 5% per annum until paid in full. The Receiver will provide an amortization schedule before the first payment is due. Prepayment of the Settlement Amount is permitted without penalty. The Settlement Amount and/or the quarterly installments may be paid by check to "Burton W.

Wiand, as Receiver” and mailed to Burton W. Wiand, 114 Turner Street, Clearwater, FL 33756.

In addition, Haas waives any right to or interest in any monies previously frozen, liquidated, and/or collected by the Receiver. The Settlement Amount shall be paid entirely from money that is not already in the Receiver’s possession.

If Haas fails to pay any portion of the Settlement Amount or otherwise breaches this Settlement Agreement, he consents to the entry of a judgment against him in the amount of \$1,103,597.24 as well as reasonable attorneys’ fees necessary to enter, enforce, and collect the judgment.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Haas of and from any and all claims asserted, or which could have been asserted, in the CFTC Receivership Action or in any ancillary litigation, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Receivership Entities.

Haas agrees to waive and does hereby waive any claim that he had, currently has, or may have against the Receiver and/or the Receivership Entities.

The Receiver and Haas understand and agree that, subject to the approval of the CFTC Receivership Court, the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.

After execution of this Settlement Agreement by all parties and the finalization of the CFTC’s Consent Order with Haas, the Receiver will move the CFTC Receivership

Court for approval of this Settlement Agreement. The CFTC will also move the Court to enter the Consent Order with Haas. To the extent necessary, Haas agrees to assist the Receiver in seeking the CFTC Receivership Court's approval of this Settlement Agreement. If the Court refuses to approve or otherwise give effect to this Settlement Agreement, it shall be null and void.

Haas understands and agrees that each party shall bear their own costs and attorneys' fees incurred in the resolution of this matter.

The Receiver and Haas agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Haas also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

John J. Haas
By: John J. Haas (Jun 28, 2023 14:25 EDT)
John J. Haas

By: Burton W. Wiand
Burton W. Wiand, as Receiver
for the Receivership Entities

Date: _____

Date: July 24, 2023







2023.06.28 Haas Settlement Agreement (6) 1406

Final Audit Report

2023-06-28

Created:	2023-06-28
By:	Greg Holder (greg@zinoberdiana.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAATTgQRZKQlwpmTqNvAW_xWo5BTgtRi5hm

"2023.06.28 Haas Settlement Agreement (6) 1406" History

-  Document created by Greg Holder (greg@zinoberdiana.com)
2023-06-28 - 6:08:24 PM GMT
-  Document emailed to xlr8nford@yahoo.com for signature
2023-06-28 - 6:08:45 PM GMT
-  Email viewed by xlr8nford@yahoo.com
2023-06-28 - 6:10:32 PM GMT
-  Signer xlr8nford@yahoo.com entered name at signing as John J. Haas
2023-06-28 - 6:25:02 PM GMT
-  Document e-signed by John J. Haas (xlr8nford@yahoo.com)
Signature Date: 2023-06-28 - 6:25:04 PM GMT - Time Source: server
-  Agreement completed.
2023-06-28 - 6:25:04 PM GMT

Signature:

Email: jared.perez@jaredperezlaw.com

EXHIBIT C

SETTLEMENT AGREEMENT

WHEREAS, on April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**") filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited ("**OIG**"); Oasis Management, LLC ("**Oasis Management**"); Michael J. DaCorta ("**DaCorta**"); Joseph S. Anile, II ("**Anile**"); Francisco "Frank" L. Duran ("**Duran**"); Satellite Holdings Company ("**Satellite Holdings**"); John J. Haas ("**Haas**"); and Raymond P. Montie, III ("**Montie**") (collectively, the "**defendants**") and (2) relief defendants Fundadministration, Inc. ("**FAI**"); Bowling Green Capital Management, LLC ("**Bowling Green**"); Lagoon Investments, Inc. ("**Lagoon**"); Roar of the Lion Fitness, LLC ("**Roar of the Lion**"); 444 Gulf of Mexico Drive, LLC ("**444 Gulf of Mexico**"); 4064 Founders Club Drive, LLC ("**4064 Founders Club**"); 6922 Lacantera Circle, LLC ("**6922 Lacantera**"); 13318 Lost Key Place, LLC ("**13318 Lost Key**"); and 4Oaks LLC ("**4Oaks**") (collectively, the "**relief defendants**"); and

WHEREAS, on April 15, 2019, Burton W. Wiand was appointed receiver (*see* Doc. 7) (the "**Receiver**") over the defendants and relief defendants (collectively, the "**Receivership Entities**") in the above-referenced action, M.D. Fla. Case No. 8:19-CV-886-T-33SPF (the "**CFTC Receivership Action**" and the presiding "**CFTC Receivership Court**"); and

WHEREAS, the Receiver and the Receivership Entities have statutory claims against Stephen Dribusch ("**Dribusch**") for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty; and

WHEREAS, Dribusch, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the Receiver has evaluated Dribusch's assets and ability to satisfy any judgement against him and believes that the settlement described herein provides a reasonable maximization of funds that could be reasonably collected from Dribusch through the pursuit of collection efforts; and

WHEREAS, any resolution of this action by agreement of the Receiver and Dribusch is subject to approval by the CFTC Receivership Court;

NOW, THEREFORE, and subject to the approval of the CFTC Receivership Court, Dribusch has agreed to pay, and the Receiver has agreed to accept, **\$30,000.00** (the "**Settlement Amount**") in full settlement of all claims. Dribusch shall pay the Settlement Amount within 14 days after the CFTC Receivership Court enters an order approving this Settlement Agreement. The Settlement Amount may be paid by check to "Burton W. Wiand, as Receiver" and mailed to Burton W. Wiand, 114 Turner Street, Clearwater, FL 33756.

In addition, Dribusch waives any right to or interest in any monies previously frozen, liquidated, and/or collected by the Receiver. The Settlement Amount shall be paid entirely from money that is not already in the Receiver's possession.

If Dribusch fails to pay any portion of the Settlement Amount or otherwise breaches this Settlement Agreement, he consents to the entry of a judgment against him in the amount of \$126,000.00 minus any payments already made on the Settlement Amount, plus pre-judgment interest at the rate of six percent from the date of the execution of the Settlement Agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and

assigns, shall be deemed to have released and forever discharged Dribusch of and from any and all claims asserted, or which could have been asserted, in the CFTC Receivership Action or in any ancillary litigation, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Receivership Entities.

Dribusch agrees to waive and does hereby waive any claim that he had, currently has, or may have against the Receiver and/or the Receivership Entities.

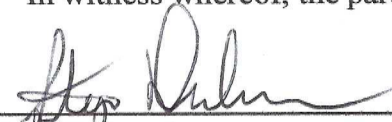
The Receiver and Dribusch understand and agree that, subject to the approval of the CFTC Receivership Court, the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.

Dribusch understands and agrees that each party shall bear their own costs and attorneys' fees incurred in the resolution of this matter.

The Receiver and Dribusch agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Dribusch also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: 
Stephen Dribusch

By: 
Burton W. Wiand, as Receiver
For the Receivership Entities

Date: 11.9.2023

Date: 11-13-2023

EXHIBIT D

SETTLEMENT AGREEMENT

WHEREAS, on April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**") filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited ("**OIG**"); Oasis Management, LLC ("**Oasis Management**"); Michael J. DaCorta ("**DaCorta**"); Joseph S. Anile, II ("**Anile**"); Francisco "Frank" L. Duran ("**Duran**"); Satellite Holdings Company ("**Satellite Holdings**"); John J. Haas ("**Haas**"); and Raymond P. Montie, III ("**Montie**") (collectively, the "**defendants**") and (2) relief defendants Fundadministration, Inc. ("**FAI**"); Bowling Green Capital Management, LLC ("**Bowling Green**"); Lagoon Investments, Inc. ("**Lagoon**"); Roar of the Lion Fitness, LLC ("**Roar of the Lion**"); 444 Gulf of Mexico Drive, LLC ("**444 Gulf of Mexico**"); 4064 Founders Club Drive, LLC ("**4064 Founders Club**"); 6922 Lacantera Circle, LLC ("**6922 Lacantera**"); 13318 Lost Key Place, LLC ("**13318 Lost Key**"); and 4Oaks LLC ("**4Oaks**") (collectively, the "**relief defendants**"); and

WHEREAS, on April 15, 2019, Burton W. Wiand was appointed receiver (*see* Doc. 7) (the "**Receiver**") over the defendants and relief defendants (collectively, the "**Receivership Entities**") in the above-referenced action, M.D. Fla. Case No. 8:19-CV-886-T-33SPF (the "**CFTC Receivership Action**" and the presiding "**CFTC Receivership Court**"); and

WHEREAS, the Receiver and the Receivership Entities have statutory claims against Robert Marchiony ("**Marchiony**") for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty; and

WHEREAS, Marchiony, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the Receiver has evaluated Marchiony's assets and ability to satisfy any judgement against him and believes that the settlement described herein provides a reasonable maximization of funds that could be reasonably collected from Marchiony through the pursuit of collection efforts; and

WHEREAS, any resolution of this action by agreement of the Receiver and Marchiony is subject to approval by the CFTC Receivership Court;

NOW, THEREFORE, and subject to the approval of the CFTC Receivership Court, Marchiony has agreed to pay, and the Receiver has agreed to accept, **\$139,657** (the "**Settlement Amount**") in full settlement of all claims. Marchiony shall pay the Settlement Amount within 14 days after the CFTC Receivership Court enters an order approving this Settlement Agreement. The Settlement Amount may be paid by check to "Burton W. Wiand, as Receiver" and mailed to Burton W. Wiand, 114 Turner Street, Clearwater, FL 33756.

In addition, Marchiony waives any right to or interest in any monies previously frozen, liquidated, and/or collected by the Receiver. The Settlement Amount shall be paid entirely from money that is not already in the Receiver's possession.

If Marchiony fails to pay any portion of the Settlement Amount or otherwise breaches this Settlement Agreement, he consents to the entry of a judgment against him in the amount of \$139,657 minus any payments already made on this amount, plus pre-judgment interest at the rate of six percent from the date of the execution of the Settlement Agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and

assigns, shall be deemed to have released and forever discharged Marchiony of and from any and all claims asserted, or which could have been asserted, in the CFTC Receivership Action or in any ancillary litigation, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Receivership Entities.

Marchiony agrees to waive and does hereby waive any claim that he had, currently has, or may have against the Receiver and/or the Receivership Entities.

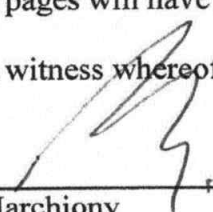
The Receiver and Marchiony understand and agree that, subject to the approval of the CFTC Receivership Court, the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.

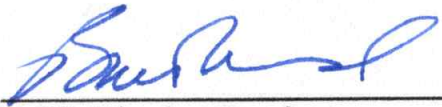
Marchiony understands and agrees that each party shall bear their own costs and attorneys' fees incurred in the resolution of this matter.

The Receiver and Marchiony agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Marchiony also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By:  _____
Robert Marchiony

By:  _____
Burton W. Wiand, as Receiver
For the Receivership Entities

Date: 10/14/23

Date: 10/18/2023

EXHIBIT E

SETTLEMENT AGREEMENT

WHEREAS, on April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**") filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited ("**OIG**"); Oasis Management, LLC ("**Oasis Management**"); Michael J. DaCorta ("**DaCorta**"); Joseph S. Anile, II ("**Anile**"); Francisco "Frank" L. Duran ("**Duran**"); Satellite Holdings Company ("**Satellite Holdings**"); John J. Haas ("**Haas**"); and Raymond P. Montie, III ("**Montie**") (collectively, the "**defendants**") and (2) relief defendants Fundadministration, Inc. ("**FAI**"); Bowling Green Capital Management, LLC ("**Bowling Green**"); Lagoon Investments, Inc. ("**Lagoon**"); Roar of the Lion Fitness, LLC ("**Roar of the Lion**"); 444 Gulf of Mexico Drive, LLC ("**444 Gulf of Mexico**"); 4064 Founders Club Drive, LLC ("**4064 Founders Club**"); 6922 Lacantera Circle, LLC ("**6922 Lacantera**"); 13318 Lost Key Place, LLC ("**13318 Lost Key**"); and 4Oaks LLC ("**4Oaks**") (collectively, the "**relief defendants**"); and

WHEREAS, on April 15, 2019, Burton W. Wiand was appointed receiver (*see* Doc. 7) (the "**Receiver**") over the defendants and relief defendants (collectively, the "**Receivership Entities**") in the above-referenced action, M.D. Fla. Case No. 8:19-CV- 886-T-33SPF (the "**CFTC Receivership Action**" and the presiding "**CFTC Receivership Court**"); and

WHEREAS, the Receiver and the Receivership Entities have statutory claims against Leo Portela ("**Portela**") for the recovery of fraudulent transfers as well as tort claims, including breach of fiduciary duty; and

WHEREAS, Portela, without admitting liability, wishes to resolve these matters amicably; and

WHEREAS, the Receiver has evaluated Portela's assets and ability to satisfy any judgement against him and believes that the settlement described herein provides a reasonable maximization of funds that could be reasonably collected from Portela through the pursuit of collection efforts; and

WHEREAS, any resolution of this action by agreement of the Receiver and Portela is subject to approval by the CFTC Receivership Court;

NOW, THEREFORE, and subject to the approval of the CFTC Receivership Court, Portela has agreed to pay, and the Receiver has agreed to accept, **\$5,000.00** (the "**Settlement Amount**") in full settlement of all claims. Portela shall pay the Settlement Amount within 14 days after the CFTC Receivership Court enters an order approving this Settlement Agreement. The Settlement Amount may be paid by check to "Burton W. Wiand, as Receiver" and mailed to Burton W. Wiand, 114 Turner Street, Clearwater, FL 33756.

In addition, Portela waives any right to or interest in any monies previously frozen, liquidated, and/or collected by the Receiver. The Settlement Amount shall be paid entirely from money that is not already in the Receiver's possession.

If Portela fails to pay any portion of the Settlement Amount or otherwise breaches this Settlement Agreement, he consents to the entry of a judgment against him in the amount of \$5,000.00 minus any payments already made on this amount, plus pre-judgment interest at the rate of six percent from the date of the execution of the Settlement Agreement, reasonable attorneys' fees, and post-judgment interest at the rate of six percent.

Upon receipt and clearing of the full Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns,

shall be deemed to have released and forever discharged Portela of and from any and all claims asserted, or which could have been asserted, in the CFTC Receivership Action or in any ancillary litigation, as well as any and all other claims, demands, rights, promises, and obligations arising from or related in any way to the Receivership Entities.

Portela agrees to waive and does hereby waive any claim that he had, currently has, or may have against the Receiver and/or the Receivership Entities.


The Receiver and Portela understand and agree that, subject to the approval of the CFTC Receivership Court, the payment of the Settlement Amount and waiver of claims is in full accord and satisfaction of and in compromise of disputed claims, and the payment and waiver are not an admission of liability, which is expressly denied, but are made for the purpose of terminating a dispute and avoiding further litigation.


Portela understands and agrees that each party shall bear their own costs and attorneys' fees incurred in the resolution of this matter.

The Receiver and Portela agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

The Receiver and Portela also agree that electronically transmitted copies of signature pages will have the full force and effect of original signed pages.

In witness whereof, the parties have set their hands as of the dates indicated.

By: 
Leo Portela

By: 
Burton W. Wiand, as Receiver
For the Receivership Entities

Date: 11/9/23

Date: 11-14-2023