

**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

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 4 OAKS LLC,

Relief Defendants.

_____ /

**RECEIVER'S MOTION TO APPROVE
SALE OF DEFAULT JUDGMENTS**

Burton W. Wiand, as receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) moves the Court to approve the sale of 26 default judgments to SLFAQ LLC (“**SLFAQ**”) for \$22,000.00, pursuant to the agreement attached hereto as **Exhibit A**. As explained below, the Receiver believes the proposed sale is commercially reasonable, given the potentially uncollectable nature of the judgments, and will result in a fair and equitable recovery for the Receivership Estate. The sale will bring the Receiver’s total “clawback” recovery to approximately \$1.5 million.

BACKGROUND

At the request of the Commodity Futures Trading Commission (“**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. The Court also directed the Receiver to develop a plan for the liquidation of Receivership assets (Doc. 44 ¶¶ 51, 52), which the Receiver filed on June 7, 2019 (Doc. 103) (the “**Liquidation Plan**”). That same day, the Receiver moved the Court to approve (1) the Liquidation Plan, (2) a

Memorandum of Understanding between the Receiver and the United States Marshals Service, and (3) a Consent Forfeiture Agreement between the Receiver and the Department of Justice. Doc. 105. The Court granted the Receiver's motion and approved the attached documents on June 13, 2019. Doc. 112. On July 11, 2019, the Court entered a Consolidated Receivership Order (Doc. 177) (the "**Consolidated Order**"), which combined and superseded two prior orders (Docs. 7 & 44) and is now the operative document governing the Receiver's activities.

The Court's Preauthorization to Sell Personal Property

In the Consolidated Order, the Court authorized the Receiver to sell personal property without obtaining leave of Court:

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.

Doc. 177 ¶ 38. In the Liquidation Plan, however, the Receiver stated that he would only exercise that authority in connection with items valued individually at \$10,000 or less. Because the total value of this transaction is

greater than \$10,000, the Receiver seeks the Court's approval of the proposed sale, as a matter of prudence and transparency.¹

The Clawback Litigation and Default Judgments

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 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.

Pursuant to that mandate, the Receiver obtained pre-suit clawback settlements collectively worth \$246,497.09. On April 14, 2020, the Receiver filed a complaint against almost 100 non-settling investors, seeking to

¹ Technically, each default judgment is individually valued at less than \$10,000, but the Receiver believes it appropriate to consult the Court on this matter, as mentioned above, for prudence and transparency.

recover approximately \$4.4 million plus costs and prejudgment interest. A copy of the complaint can be found on the [Receiver's website](#). *See also Wiand v. Arduini et al.*, Case No. 8:20-cv-00862 (M.D. Fla.) (the “**Clawback Action**”). Through the Clawback Action, the Receiver obtained post-suit or post-judgment settlements worth approximately \$1.2 million, and default judgments worth approximately \$2.1 million. The liability portion of the Clawback Action is complete, but the Receiver continues (pending approval of this proposed sale) to register default judgments, seek writs of garnishment, and employ other collection mechanisms, including post-judgment discovery.

As a result of this activity, the Receiver has determined that the following judgments (*i.e.*, almost all judgments still outstanding as of the date of this filing) will be uncollectable or cost-prohibitive to collect:

NAME	AMOUNT	COLLECTED
Arduini, Chris & Shelley	\$32,699.86	\$0.00
Berry, Todd	\$23,250.38	\$0.00
Black Dragon Capital, LLC	\$62,843.97	\$0.00
Clark, Ron & Kim	\$7,759.47	\$0.00
Charles, Joseph & Cushaun	\$35,536.23	\$0.00
Commonwealth Network Marketing Corp.	\$64,794.80	\$0.00
DeYoung, Michael	\$54,037.76	\$23,852.95
Duenas, Mariana	\$30,103.60	\$0.00
Flander, Patrick	\$17,772.82	\$0.00
Fuksman, Anna & Henry	\$27,122.48	\$0.00
Gladman, Jason	\$30,452.78	\$1,443.89
Hicks, Chad	\$6,294.58	\$0.00
Hubbard, Richard & Courtney	\$36,033.41	\$1,290.03
Huckabee, Charles	\$32,018.78	\$5,370.77
Impulse Ventures, Inc.	\$38,984.72	\$0.00
Kerrigan Mgt.	\$321,118.55	\$0.00

LaVecchia, Joseph & Lynne	\$690,258.07	\$0.00
Leach, Matthew	\$182,878.38	\$0.00
Life's Elements	\$63,580.04	\$84.12
Lipinczyk, David Paul	\$215,827.00	\$0.00
Luda, Piotr	\$8,826.19	\$0.00
Marshall, Shawn	\$41,662.16	\$1,540.72
McClare, Kathryn	\$8,941.26	\$6.42
Petralis, Jr., Vince	\$40,042.73	\$0.00
Petralis, Sr., Vince	\$34,005.72	\$0.00
Renner, Jay	\$18,917.55	\$0.00
TOTALS	\$2,125,763.29	\$33,588.90

The Receiver served post-judgment discovery on the defaulting defendants and later moved to compel responses. CA Docs. 1088, 1113. After a hearing, the Magistrate Judge found the requests to be overbroad and agreed with the Receiver's alternative proposal requiring each defendant to complete a Fact Information Sheet on Florida Form 1.977. CA Doc. 1157, 1158. Notwithstanding the Magistrate Judge's order directing completion of the Fact Information Sheet, most of the defendants responded "I assert my Fifth Amendment right" to each section of the form and refused to provide the Receiver with any documents or data. *See, e.g.*, CA Doc. 1176.

Despite these obstacles, the Receiver obtained a charging order against two defendants (which satisfied the judgment against them) and successfully moved to dismiss another defendant's bankruptcy, salvaging a judgment secured by real property worth nearly \$328,000 (which is not included in this sale). Additionally, the Receiver obtained and served numerous writs of garnishment but typically found empty bank accounts and/or exempt assets.

To date, the Receiver has been able to collect \$33,588.90 on the above-listed judgments. Through the Clawback Action, the Receiver has been able to collect (counting executory payment plans) at least \$1,495,003.08, including \$246,497.09 through pre-litigation settlements, \$1,214,917.09 through post-litigation or post-judgment settlements, and \$33,588.90 through post-judgment garnishments. Because any possible collection of the remainder of the judgment amounts would be impossible or cost-prohibitive, the Receiver has determined that the interests of the Receivership Estate are best served by selling the judgments to SLFAQ for the negotiated amount of \$22,000.00.

The Proposed Sale of the Default Judgments

The Receiver has previously attempted to sell judgments in this and other receiverships with limited success because potential purchasers typically want to enter into some form of contingency or blended retainer arrangement. The Receiver, however, wishes to dispose of these judgments with finality and without additional costs to the Receivership Estate. After negotiations and due diligence, SLFAQ will purchase the judgments for a flat fee of \$22,000.00. In the debt collection industry, that amount is commercially reasonable, given the risks associated with attempting to collect amounts the Receiver believes to be uncollectable. As such, the Receiver asks the Court to approve the proposed sale of the above-listed default judgments.

ARGUMENT

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). The 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).

Given these principles, the Court should approve the proposed sale because it is in the best interests of the Receivership Estate. The sale amount is commercially reasonable, and it will immediately monetize the judgments and prevent the need to engage in further collection activities. Aside from claims against ATC Brokers and others, which are still being litigated, the judgments are some of the last assets in the Receivership Estate, and their sale will facilitate the closing of this matter. Finally, the Court has already preauthorized the sale through the Consolidated Order, and the nature of the proposed transaction does not implicate any concerns that would require additional process or expense.

CONCLUSION

As explained above, the Court should approve the proposed sale because it is equitable, commercially reasonable, and will ultimately benefit the Receivership Estate.

LOCAL RULE 3.01(G) CERTIFICATION

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. The Receiver has not consulted with defendants DaCorta, Anile, Duran, Haas, and Montie because they were not parties to the Clawback Action. In addition, they have either lost on the merits (pending appeal in DaCorta's case), defaulted, or settled the CFTC's claims against them through the entry of consent orders and judgments and are thus no longer active participants in this litigation. The Receiver has also not consulted with the United States, as an intervening party, because the stay of this action the government obtained expired on July 24, 2022, and the criminal case against DaCorta has concluded.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 24, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

Respectfully submitted,

s/ Jared J. Perez

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Tel.: (813) 347-5100
Fax: (813) 347-5198

Attorneys for the Receiver, Burton W. Wiand

Asset Purchase Agreement

This Asset Purchase Agreement (this “Agreement”), dated as of April 16, 2025, is by and between **Oasis International Group, Limited** (OIG), **Oasis Management, LLC** (OM), and **Satellite Holdings Company** (Satellite) (collectively, the “Company”) through Burton W. Wiand, as receiver (the “Receiver” and the “Receivership”) of and over **Oasis International Group, Limited** (OIG), **Oasis Management, LLC** (OM), and **Satellite Holdings Company** (Satellite) (the Company and the Receiver are collectively referred to herein as the “Seller”) and SLFAQ LLC (the “Purchaser”).

W I T N E S S E T H:

WHEREAS, on or about April 15, 2019, Burton W. Wiand was appointed Receiver for **Oasis International Group, Limited** (OIG), **Oasis Management, LLC** (OM), and **Satellite Holdings Company** (Satellite) by the United States District Court, Middle District Florida, Tampa Division (the “Receivership Court”). Pursuant to the Consolidated Receivership Order (Doc. 177), the Receiver has been charged with liquidating the assets of the Company, which are part of the Receivership estate, for the benefit of creditors;

WHEREAS, at the time of the execution of this Agreement and continuing into the future, there may be property of the Receivership estate remaining, consisting of the default judgments set forth on Exhibit A (collectively, the “Default Judgments”);

WHEREAS, the Receiver desires to sell the Default Judgments on behalf of the Receivership estate;

WHEREAS, the Default Judgments are limited to the items identified on Exhibit A and specifically exclude: (1) cash held at the time of this Agreement in the Seller’s fiduciary bank accounts for the Receivership estate; (2) claims, including without limitation, claims being litigated by Seller against third parties; and (3) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

WHEREAS, following the Receivership Court’s mandatory approval of this Agreement, the Seller will have the power and authority to sell and assign all right title and interest in and to the Default Judgments to Purchaser, including but not limited to the proceeds thereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, Seller and Purchaser hereto agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of TWENTY-TWO THOUSAND (\$22,000.00) (the “Purchase Price”) payable within 3 business days of receipt by Purchaser of Court approval of the executed Agreement.

2. **Assignment of Default Judgments.** Effective upon Court approval of this Agreement, Seller hereby irrevocably and unconditionally sells, assigns transfers and conveys to Purchaser all of the Seller’s right title and interest under, in, and to the Default Judgments set forth on Exhibit A as well as any and all claims and rights related to the Default Judgments, including without limitation, all cash, securities, instruments and other property that may be paid or issued in

conjunction with the Default Judgments and all amounts, interest and costs due under the Default Judgments.

3. **Authority to Sell.** The sale of the Default Judgments by Seller is made pursuant to the authority vested in the Seller and the approval of the Receivership Court. Except as otherwise set forth in this Agreement, the Receiver represents and warrants to the Purchaser as follows:

(a) That he is the duly-appointed Receiver of and over the Company; and

(b) That he has all requisite power and authority to enter into and perform the Receivership's obligations under this Agreement, subject to the prior approval of this Agreement by the Receivership Court.

4. **Payments Received on the Judgments.** Seller further agrees that any future payments received by Seller on account of any Default Judgments shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment(s) to Purchaser at Purchaser's address set forth below. Seller agrees to use reasonable efforts to forward to Purchaser notices received with respect to any Default Judgments.

5. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, the Seller represents and warrants to Purchaser that Seller has full lawful right, title, power, and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Default Judgments as is set forth in this Agreement, subject only to the approval of this Agreement by the Receivership Court.

6. **No Assumption of Liabilities.** Notwithstanding any other provision of this Agreement, the parties agree that Purchaser is acquiring only the Judgments and rights and interests related thereto, and that Purchaser is not acquiring or assuming, nor shall it be deemed to have acquired or assumed, any liabilities or obligations, including lien obligations, of Seller or its affiliates of any kind or nature, whatsoever, whether known or unknown, existent or future, arising out of, or in connection with, the Judgments except as may otherwise expressly be provided herein.

7. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. Furthermore, Purchaser may require the jurisdiction of the District Court for prosecution and enforcement of certain rights; provided, however, that any request to reopen the case(s) shall be the responsibility of Purchaser. Purchaser shall reimburse Seller for its reasonable costs associated with such action and compliance. After the administrative closing of the Receivership, Seller shall have no further obligations under this paragraph.

8. **Limited Power of Attorney.** Solely with respect to the Default Judgments, and to the extent permitted by law, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Default Judgments herein assigned. Seller grants unto Purchaser full authority to do all

things necessary to enforce the transfer of the Default Judgments to Purchaser and its rights thereunder pursuant to this Agreement.

9. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

10. **Benefits and Binding Effect.** All provisions contained in this Agreement, or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida. Any disputes arising from this Agreement shall be submitted exclusively to the Receivership Court.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument, and copies or facsimiles of execution signatures shall be equivalent to original signatures

THIS AGREEMENT has been duly executed as of the day and year first above written.

Notices if to the Receiver:

Burt Wiand
Burton W. Wiand PA
114 Turner St
Clearwater, FL. 33756
burt@burtonwwiandpa.com

Notices if to the Buyer:

Denise M. Fava
SLFAQ LLC
670 White Plains Road, Fl. PH
Scarsdale, New York 10583
denise@slfaqllc.com

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized signatories as of the date first above written.

BURTON W. WIAND, RECEIVER

By: 

Burton W. Wiand, Receiver

4/16/2025

(Date)

SLFAQ, LLC

By: 

Name: Denise M. Fava

Its Managing Director of Marketing

4/23/2025

(Date)

EXHIBIT A

Name	Status	Judgment/Sett. Amount
Arduini, Chris & Shelley	Judgment recorded Fulton Cty. & NDNY	32,699.86
Berry, Todd	Judgment recorded Dutchess Cty. & SDNY	23,250.38
Black Dragon Capital, LLC	Judgment recorded EDNY; need abstract	62,843.97
Clark, Ron & Kim	Judgment recorded Orange Cty., FL	7,759.47
Charles, Joseph & Cushman Commonwealth Network	Judgment recorded EDNY; mailed to Richmond Cty. F	35,536.23
Marketing Corp.	Judgment recorded EDNY; need abstract	64,794.80
DeYoung, Michael	Judgment recorded Broward Cty., FL	54,037.76
Duenas, Mariana	Judgment recorded Westchester Cty & SDNY	30,103.60
Flander, Patrick	Judgment recorded Fulton Cty. & NDNY	17,772.82
Fuksman, Anna & Henry	Judgment recorded Chemung Cty. & WDNY	27,122.48
Gladman, Jason	Judgment recorded Dutchess Cty. & SDNY	30,452.78
Hicks, Chad	Judgment recorded Jackson Cty. And SDIL	6,294.58
Hubbard, Richard & Courtney	Judgment recorded Fulton Cty. & District of NJ	36,033.41
Huckabee, Charles	Judgment recorded Orange Cty., FL	32,018.78
Impulse Ventures, Inc.	Judgment recorded Orange Cty., FL and Dist. Of DE	38,984.72
Kerrigan Mgt.	Judgment recorded SDNY & Sumter Cty.	321,118.55
LaVecchia Joseph & Lynne	Judgment recorded NDNY	690,258.07
Leach, Matthew	Judgment recorded in NDNY and Green Cty.	182,878.38
Life's Elements	Judgment recorded in EDNY and Lackawanna Cty. PA	63,580.04
Lipinczyk, David Paul	Judgment recorded WDNY	215,827.00
Luda, Piotr	Judgment recorded EDTX and	8,826.19
Marshall, Shawn	Judgment recorded EDNY	41,662.16
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Renner, Jay	Judgment recorded NDNY but need abstract	18,917.55
		2,125,763.29