

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

TRANS NATIONAL COMMUNICATIONS  
INTERNATIONAL, INC.,

Plaintiff,

v.

Case No: 8:03-cv-1722-T-30EAJ

OASIS TRAVEL GROUP, INC.,  
SUNSHINE PROMOTIONS OF TAMPA  
BAY, INC., MODERN MARKETING  
SOLUTIONS, INC., STEVEN E.  
MORRIS, and JAMES A. BOWMAN,

Defendants.

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**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

THE TRIAL OF THIS MATTER COMING TO BE HEARD on December 1, 2004, due notice having been given, the Court having heard witnesses' testimony, argument of counsel, considered the evidence, reviewed the exhibits, documents, and authorities submitted in connection therewith, and being otherwise fully advised in the premises,

IT IS HEREBY ORDERED AND ADJUDGED, as follows:

1. The Court makes the following findings of fact in accordance with Federal Rules of Civil Procedure 52:

A. Trans National Communications International, Inc. ("TNCI") is a Delaware corporation with its principal place of business at Two Charlesgate West, Boston,

Massachusetts.

B. TNCI resells telecommunications services throughout the United States from its headquarters in Boston.

C. Defendant Oasis Travel Group, Inc. (“Oasis”) is an administratively dissolved Florida corporation whose principal place of business was located at 13137 North Dale Mabry Highway, Tampa, Florida (the “Office Location”).

D. During its operation, Oasis was a telemarketing company whose telephone salespersons sold discount vacation packages to targeted consumers on behalf of third-party time-share sales companies.

E. Defendant Modern Marketing Solutions, Inc. (“Modern Marketing”) is an administratively dissolved Florida corporation whose principal place of business was also located at the Office Location.

F. Modern Marketing continued Oasis’s tele-marketing business from the Office Location after Oasis ceased operations.

G. Modern Marketing was the successor corporation to Oasis.

H. Defendant Steven Morris (“Morris”) is one of two officers, directors, and shareholders of Oasis and the sole officer, director, and shareholder of Modern Marketing.

I. Defendant James Bowman (“Bowman”) is the only other officer, director, and shareholder of Oasis.

J. Defendant Morris incorporated Oasis with the intent to defraud its creditors.

K. Defendant Morris failed to observe the corporate formalities in operating Oasis.

L. TNCI and Oasis entered agreements for the provision of telecommunications services to the Office Location on or about April 17, 2002, June 11, 2002, and July 5, 2002 (collectively, the “Agreements”).

M. In accordance with the Agreements, TNCI provided all telecommunications services requested to the Office Location.

N. A total unpaid balance of \$81,633.55 remains outstanding for telecommunications services provided by TNCI to the Office Location in accordance with the Agreements.

O. Oasis’s failure to pay TNCI for the value of the telecommunications services provided to the Office Location is a breach of the Agreements.

P. As a result of Oasis’s failure to pay the amounts due TNCI, Oasis is obligated to pay TNCI interest on the past due amount, cancellation charges, and TNCI’s costs of collection in accordance with the Agreements.

Q. TNCI is entitled to recover reimbursable installation fees in accordance with the Agreements in the amount of \$25,350.00.

R. TNCI is entitled to recover cancellation fees due in accordance with the Agreements in the amount of \$153,790.34.

S. TNCI is entitled to recover pre-judgment interest in accordance with the Agreements in the amount of \$40,653.73.

T. TNCI is entitled to recover costs of collection in the amount of \$9,943.37.

U. TNCI, then, is entitled to recover a total amount of \$311,370.99 in accordance with the Agreements.

V. When Oasis ceased operations, it did not reserve adequate money and/or assets to satisfy its known debts, including its debt to TNCI.

W. Oasis improperly transferred all of its assets to its successor entity and Morris's wholly owned corporation, Modern Marketing so that Modern Marketing could continue its operations under a different name without (a) receiving reasonably equivalent value for those assets; (b) observing corporate formalities; and (c) making adequate provisions for Oasis's creditors, including TNCI.

X. A default judgment as to liability was entered against Oasis, Modern Marketing, and Bowman on July 19, 2004.

2. The Court makes the following findings of fact in accordance with Federal Rules of Civil Procedure 52:

A. Oasis, Modern Marketing, and Bowman are liable for damages to TNCI, jointly and severally, as a result of the default judgment as to liability entered on July 19, 2004 in the amount of \$311,370.99. See Fed. R. Civ. P. 8(d) (2004); see also Transatlantic Marine Claims Agency, Inc. v. Ace Shipping Corp., 109 F.3d 105, 108 (2d. Cir. 1997).

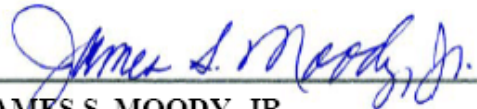
B. Morris, individually, is also jointly and severally liable for Oasis's corporate debt to TNCI because Morris (a) organized Oasis to mislead creditors; (b) failed to observe the corporate structure and formalities in his operation of Oasis; and (c) engaged in improper conduct by fraudulently transferring Oasis's only assets to another entity wholly owned by Morris and violating his duties as a corporate director in violation of Fla. Stat. §726.106(1) (2004) and Fla. Stat. §607.0831, respectively. See Dania Jai-Alai Palace, Inc. v. Sykes, 450 So.2d 1114 (Fla. 1984) (setting forth elements for individual liability for corporate debts).

C. Morris violated Florida's Uniform Fraudulent Transfer Act because he knowingly transferred all of Oasis's assets without receiving a reasonably equivalent value in exchange for the transfer and he knowingly allowed Oasis to become insolvent as a result of the transfer. See Fla. Stat. §726.106(1) (setting forth elements of fraudulent transfer as to present creditors); see also Taylor v. Wellington Station Condo. Assoc., Inc., 633 So.2d 43, 45 (Fla. 5<sup>th</sup> Dist. Ct. App. 1994) (finding that wrongdoing in the form of fraud, self-dealing, or unjust enrichment will trigger individual liability).

3. In accordance with Fed. R. Civ. P. 58, the Court hereby directs the Clerk to enter a final judgment against Defendants Oasis Travel Group, Inc., Modern Marketing Solutions, Inc., Steven Morris, and James Bowman, jointly and severally, in the amount of **\$311,370.99**, plus post-judgment interest at the applicable statutory rate for which let execution issue forthwith.

4. The Clerk is directed to terminate any pending motions and close this file.

**DONE** and **ORDERED** in Tampa, Florida on December 14, 2004.

  
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**JAMES S. MOODY, JR.**  
**UNITED STATES DISTRICT JUDGE**

Copies furnished to:  
Counsel/Parties of Record

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