

**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.;
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 SUPPLEMENTAL INTERIM REPORT
REGARDING THE CONTINUING OBSTRUCTION OF THE
RECEIVERSHIP AND POSSIBLE RECOVERY SCAM
TARGETING INVESTOR VICTIMS**

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**”), pursuant to 18 U.S. Code § 3057 and the Court’s order dated July 11, 2019 (the “**Consolidated Order**”¹), submits this supplemental interim report to notify the Court of the continuing obstruction of the Receivership and recent developments in a possible recovery scam targeting defrauded investors.

SUMMARY

As discussed in the Nineteenth Interim Report, the Receiver suspects that Michael DaCorta’s legal defense has been funded with money obtained from defrauded investors after the appointment of the Receiver through misrepresentations that the funds will be used to recover the full amount of all victims’ losses. *See* Doc. 800 at 12-20. The Receiver has recently obtained emails sent by the so-called “Oasis Helpers Group” (the “**Helpers Group**”)² which demonstrate that his suspicions are true; the claimants are being asked to continue to fund DaCorta’s legal expenses based on the

¹ On July 11, 2019, the Court entered the Consolidated Order (Doc. 177), which combined and superseded two prior orders (Docs. 7 and 44) and is the operative document governing the Receiver’s activities. *See also* Doc. 390 (reappointing Receiver).

² *See* <https://oasisreplevin.net/?page=about> (“We are an informal, largely volunteer, group of people who are working together to right a serious injustice that has been visited upon our friends and family members by our government agents. Our group has in it an electrician, a nurse, an attorney, a couple paralegal assistants, a couple former law-enforcement officers, business men [*sic*] and women, a teacher, a Forex trading coach, an accountant, and a professional computer programmer. Additionally, others lend us a hand when the need arises. We are wholly dedicated to the complete restoration of Oasis International Group’s assets and those of its lenders.”).

misrepresentation that their contributions will lead to a full recovery of their losses.

Beginning on April 10, 2024, the Receiver and his professionals have been inundated by email with so-called “Final Address Confirmation Forms.” These forms were created by Brent Winters and/or the Helpers Group. They serve no purposes other than to justify fees being charged to claimants by Winters and the Helpers Group, waste Receivership time and resources, and attempt to prevent any communication with claimants by the Receiver and his professionals. The emails sent by the Helpers Group urging that claimants complete these forms are rife with misinformation and are to the detriment of all claimants, especially those who are being duped by Winters and the Helpers Group to pay more money with the empty and impossible promise that it will lead to a greater recovery.

**CLAIMANT VICTIM INVESTORS ARE FUNDING,
AT A MINIMUM, DACORTA’S APPEALS**

Both civil and criminal courts have found that DaCorta perpetrated a fraudulent scheme on the Oasis investors. On December 6, 2023, the Court granted the CFTC’s motion for summary judgment and denied DaCorta’s motion for summary judgment. Doc. 780. In a detailed 46-page order outlining all claims against DaCorta, the Court emphasized that there was no genuine dispute of material fact regarding any of those claims. In stark

contrast to the assertions made by the Helpers Group and DaCorta's lawyers, the Court found that DaCorta did not provide any evidence that created a dispute that he violated the Commodities Futures Act, committed ongoing fraud, and conducted a Ponzi scheme. The Court found that DaCorta's scheme was carried out to intentionally defraud the Oasis investors. The Court entered judgment against DaCorta in the amount of \$53,270,336.08 plus post-judgment interest and a civil penalty of \$8,453,629. On January 5, 2024, DaCorta filed a notice of appeal of the Court's order. Doc. 795.

Similarly, DaCorta stood trial in April 2022, and after two weeks of testimony and argument, a jury found him guilty on all counts, including mail and wire fraud and money laundering. *See United States of America v. Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.), Doc. 192. On October 20, 2022, DaCorta was sentenced to 23 years in prison for his role in this scheme. DaCorta is appealing his conviction while in prison. *Id.* Doc. 234.

Ronald J. Kurpiers represented DaCorta in the civil proceeding as co-counsel with Winters (who has never successfully appeared in this or any related action). As explained on prior occasions, Winters also purports to represent more than 400 victim investors pursuant to power of attorney agreements.³ Determining the nature and scope of Winters' representation

³ Winters submitted more than 400 proof of claim forms on behalf of claimants pursuant to powers of attorney. Since that time, given conflicting reports from claimants, the precise number of claimants still represented by Winters is less clear. Currently approximately 281

has been difficult because of gamesmanship and inconsistent positions. Despite the plain language of engagement agreements and other documents the Receiver has obtained, Winters claims he is acting as an “attorney-in-fact” rather than an “attorney-at-law.” From numerous conversations with claimants associated with Winters, the claimants do not understand this distinction. Indeed, the Helpers Group itself refers to Winters as the claimants’ attorney without qualification.⁴ See Email dated April 13, 2023, attached as **Exhibit 1** (instructing claimants to not communicate in any way with “the RECEIVER or any of his agents. Your attorney is handling this.”)⁵

By subpoena, the Receiver obtained the retainer agreement for Kurpiers, effective July 29, 2022, which showed that Winters paid Kurpiers \$100,000 to act as “co-counsel” with him on DaCorta’s behalf in this CFTC enforcement action. The Receiver subpoenaed and received documents from

claims have designated Winters as the authorized address to receive all communications including distribution checks, and claimants for an additional approximately thirteen claims have communications copied to Winters.

⁴ Aside from these dubious distinctions, Winters’ involvement has concerned the Receiver from the outset because he is not licensed to practice in the state of Florida, has been unable to appear *pro hac vice* in this case or any related litigation, and was suspended from the practice of law for nearly four years because he was convicted in criminal court for filing a false tax return. In addition, as discussed below, the Receiver has been unable to locate any office for Winters nor has Winters provided a physical address to the Receiver for service of a subpoena despite repeated requests.

⁵ *Cf.* Doc. 177 ¶ 32 (“The Receivership Defendants and ... any person acting or purporting to act on their behalf shall cooperate with and assist the Receiver in the performance of his duties.”); *id.* ¶ 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.”).

the bank that transferred the \$100,000 to Kurpiers and has uncovered that those funds were derived, at least in part if not wholly, from deposits made by Oasis investors who claimed to be represented by Winters. The Receiver has attempted to serve Winters with a subpoena at least four times at four separate addresses across three states. To date, efforts at service of this subpoena have been unsuccessful because Winters has no discernible residence. His published office address is a UPS store. The Receiver highly doubts that the Helpers Group has informed the victim claimants of this or that Winters is a convicted felon. Winters also has not responded to the Receiver's professionals' emails requesting that he accept service of the subpoena or provide a physical address.⁶

On February 2, 2024, the Helpers Group sent an email to at least one investor seeking to collect outstanding amounts allegedly pledged for legal services "being provided on their behalf." See Email dated February 2, 2024 attached as **Exhibit 2**.⁷ The email states as follows:

We have not yet received the full amount of the pledge you promised to help pay for legal services being provided on your behalf. If you have sent a check since our request of January

⁶ The Receiver also served a subpoena on Intermountain Precious Metals ("IPM"), which received more than \$190,000 in funds from the subject bank account. The company is refusing to comply with the subpoena. From the form of the papers filed by the owner of IPM in opposition to the subpoena, it appears that Winters is also representing or assisting with the representation of IPM.

⁷ The Receiver has redacted possible identifying information to protect the privacy of the claimant who provided this email.

20th, please ignore this message. Otherwise please send a check for the balance shown below at your earliest convenience.

A filing deadline set by the **Court of Appeals** made it necessary for one of your fellow Lenders to provide a bridge loan in order to cover the attorney's fee so he can begin work without further delay.

Ex. 2 (emphasis added). The email then provides that the total alleged pledge amount is 2.5% of the claimants' claim. The Receiver understands that this email is exemplary of communications sent by the Helpers Group used to raise money that was used and is currently being used for DaCorta's defense. As shown above, the email states that the requested funds are for legal services provided on **the claimant's behalf**, but then states that the money is going to repay a bridge loan extended by another "Lender" (a.k.a., investor) for work in the **Court of Appeals**. There is no action involving any claimant in any appellate court relating to this case. The only pending appellate actions are those filed by DaCorta. It is clear that the defense of a perpetrator of the Oasis Ponzi scheme could not conceivably benefit any of the victims from whom the Helpers Group is raising money.

In another email from the Helpers Group, dated December 15, 2023, the group attacks the Receiver and his professionals and spews misrepresentations in an effort to obtain more money from investors. The group claims that it cannot achieve its "goal of full restitution for everyone in our group without more financial support." See Email from Helpers Group,

dated December 15, 2023, attached as **Exhibit 3**. This has all the hallmarks of a recovery fraud.⁸ The Helpers Group is clearly misleading investors into believing that, if they provide more funds to the group, they can recover all of their money. This is not true. Even if DaCorta wins his appeals, there is no more money available to the victims other than that which the Receiver has already been able to recover. Pursuant to the Court's mandate and as explained in prior interim reports, DaCorta's assets have been seized and liquidated for the benefit of investors with allowed claims. DaCorta should have no funds available to repay claimants, as evidenced by his apparent reliance on investors to fund his appeal(s). The assertion that the Helpers Group is attempting to recover all of the victims' money is fraudulent.

The Receiver believes that the obstruction of the claims process and vilification of the Receiver and his professionals is an attempt by Winters and the Helpers Group to justify additional fees and to keep the claimants from discovering this new fraud. In the Nineteenth Interim Report and prior interim reports, the Receiver has previously detailed Winters' and the Helpers Group's disruption of the claims process and the unnecessary fees

⁸ See www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/RecoveryFrauds.html ("Recovery scams are a form of advance-fee fraud—when you are asked to pay upfront for the chance of getting a much bigger sum of money later. Recovery frauds target victims already harmed by other frauds.")

and costs that have been incurred as a result.⁹ These efforts are continuing through the date of this report.

FURTHER OBSTRUCTION OF CLAIMS PROCESS

As mentioned above, on April 10, 2024, the Receiver and several of his professionals began receiving by email so-called “Final Address Confirmation Forms” from claimants represented by Winters. A copy of a Final Address Confirmation form is attached as **Exhibit 4**. The forms claim to prevent the Receiver from wasting resources by purportedly requiring the Receiver to send distribution checks and related communications only to Winters. To the contrary, the Final Address Confirmation Forms are unnecessarily causing significant expense to the Receivership and delaying the second interim distribution. The forms are being sent to four emails associated with the Receivership, copying winterslaw@nym.hush.com and info@oasisreplevin.net. This means each form is being received in quadruplicate. The Receiver’s professionals are forced to review these unnecessary forms to confirm that there is no change to the mailing information for a distribution check.

The Receiver stated in his Motion to Approve Second Interim Distribution (Doc. 805) that he would mail courtesy copies of the

⁹ Ironically, the Helpers Group has repeatedly taken issue with fees that the Receiver’s professionals purportedly charge and urged the claimants to not communicate with the Receiver to save money when, in reality, it is the gamesmanship and malpractice committed by the group and Winters that has imposed significant unnecessary expenses and delays.

correspondence and check that will be sent to Winters also to the respective claimant so that the claimant could ensure that the check was timely negotiated. Neither Winters nor any party or claimant objected to this proposed courtesy. Nevertheless, the Helpers Group has characterized the Receiver's courtesy copies to claimants as disregarding the power of attorney given to Winters and an attempt to line the pockets of the Receiver and his professionals. *See* Email from the Helpers Group, dated April 21, 2023, attached as **Exhibit 5**. In reality, the Receiver is doing everything possible to try to protect innocent victims from being further victimized.

The Receiver will again send courtesy copies to claimants for the approximately 281 second interim distribution checks to be mailed directly to Winters. A copy of the form letter to be sent to claimants with the second distribution is attached as **Exhibit 6**.¹⁰ These letters and respective

¹⁰ The Helpers Group claims that the Receiver is violating the Florida Bar Rules of Professional Conduct by sending letters and communicating directly to claimants. Not surprising for an attorney who is not licensed to practice in the State of Florida, this is false. A power of attorney does not preclude contact with the person who conferred the power of attorney, especially when that person has represented that he is not representing the individuals as an attorney-at-law, as Winters has done repeatedly. *See, e.g.*, Letter from Winters, dated August 31, 2020, attached as **Exhibit 7** ("Mr. Winters affirms again that he is not attorney-at-law for any clients in the United States District Court for the Middle District of Florida; in fact, he has not entered an appearance on behalf of any client in the Case. Accordingly, Mr. Winters renews his demand to not communicate with him, or continue to refer to him, as though he represents clients before the U.S. District Court, Middle District Florida as an attorney-at-law. Mr. Winters is rather under power-of-attorney to his principles [*sic*]: certain Oasis Claimants. Mr. Winters's principles [*sic*] have delegated authority to him as POA to provide the Receiver with information relative to their claims."). Further, even if the power of attorney constituted representation by an attorney in the State of Florida, the Receiver is not acting as an attorney in this matter and is allowed to communicate directly with claimants as a client would be able to communicate

envelopes were prepared prior to the onslaught of the Final Address Confirmation Forms. The Receiver had hoped to promptly send distribution checks to claimants upon entry of the Court's order approving the second interim distribution, but these efforts have been confounded by the Helpers Group.

The Receiver has also obtained these new forms from certain claimants whose claims were denied due to Winters' failure to ensure that the claimants properly complied with the Court's approved claims procedures. Winters also failed to object to the denial of these claims within the time allowed by the objection procedure and did not include them in his (and Kurpiers') untimely efforts to object to the Magistrate Judge's Report and Recommendation (Doc. 705), which determined that the Receiver's motion to approve a first interim distribution of \$10 million should be granted (Docs.

with an opposing client in any legal matter. "A receiver is a neutral court officer appointed by the court, usually to take control, custody, or management of property that is involved in or is likely to become involved in litigation for the purpose of undertaking any appropriate action." *Sterling v. Stewart*, 158 F.3d 1199, 1201 n.2 (11th Cir. 1998). "It is well recognized that a receiver is the agent only of the court appointing him; he represents the court rather than the parties." *Ledbetter v. Farmers Bank & Tr. Co.*, 142 F.2d 147, 150 (4th Cir. 1944); *United States v. Smallwood*, 443 F.2d 535, 539 (8th Cir. 1971) ("A receiver is an officer of the court. He is not an agent or employee of either party to the litigation in which he was appointed.") (citation omitted); *S.E.C. v. Loving Spirit Found. Inc.*, 392 F.3d 486, 490 (D.C. Cir. 2004) ("Neither a plaintiff nor a defendant, the receiver functions as an arm of the court appointed to ensure that prevailing parties can and will obtain the relief it orders.") (citation omitted); *S.E.C. v. N. Am. Clearing, Inc.*, 2015 WL 13389926, at *3 (M.D. Fla. Jan. 12, 2015) (describing receiver as an officer of the court), *aff'd* 656 F. App'x 969 (11th Cir. 2016); *S.E.C. v. Nadel*, 2010 WL 146832, at *1 (M.D. Fla. Jan. 11, 2010) (same).

715-723 (purported objections)). More than two years after the deadline to submit objections, Winters has directed these claimants to submit a fabricated form to the Receiver with mailing instructions under the apparent misapprehension that this will somehow allow a claimant to recover on a claim that Winters and the Helpers Group failed to protect. These efforts are too little and too late.¹¹ Any recourse on behalf of claimants with denied or unsubmitted claims must be sought from the Court.

It appears that Winters blames his malpractice on not receiving the claimants' claim numbers. This is completely untrue. Winters was sent correspondence identifying the assigned claim numbers for all claims he submitted on behalf of claimants beginning on March 25, 2022. *See* Example of Form Letter Sent to Claimants with Claim Determination and Objection Procedure, attached as **Exhibit 8**. Further, all claimants were sent this same correspondence with their respective claim number(s). The Helpers Group asserts that 92% of claimants did not know their claim number. *See* Email from Helpers Group, dated April 17, 2024, attached as **Exhibit 9**; *see also* **Exhibit 3**. This is not possible given the correspondence that has been sent

¹¹ While Winters and the Helpers Group have directed claimants in submitting inappropriate, false, and unnecessary documents - many of which have been stricken by this Court - they have failed to help a significant number of claimants submit necessary documents in this case, unfortunately causing some claimants to lose their opportunity for recovery.

to Winters and the claimants with their claim numbers. If it was true, it begs the question as to how the other more than 300 claimants who did not provide a power of attorney to Winters and submitted their own claims without paying any additional money all apparently know their claim numbers and understand the claims procedure while receiving the identical communications from the Receiver.

CONCLUSION

The Receiver files this report due to his ongoing concern that the victim claimants of this Receivership are being misled and swindled by individuals posing as agents and/or attorneys who claim to be providing them assistance. The Receiver wants to ensure that the Court, parties, and claimants are aware of this ongoing problem. Pursuant to the Receiver's obligation as a fiduciary and under Section 3057(a) of Title 18, United States Code, this report along with its exhibits and additional evidence are being provided to appropriate law enforcement agencies.

/s/ Burton W. Wiand
Burton W. Wiand, as Receiver

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on April 19, 2024, 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 K. 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 Westshore
1408 N. West Shore Blvd.,
Suite 1010
Tampa, FL 33607
Tel.: (813) 347-5100
Fax: (813) 347-5198
Attorneys for Burton W. Wiand, Receiver

EXHIBIT 1

From: The Oasis Team <helpingoasis@gmail.com>

Date: April 13, 2023 at [REDACTED]

To: [REDACTED]

Subject: Message to Lenders (4/13)

Reply-To: helpingoasis@gmail.com

Hello Lenders,

Our attorney's internet connection has been down all day. We're waiting for it to be restored so we can give you specific instructions concerning the letters you've been getting from the Receiver. Hopefully, that will happen later this evening or tomorrow.

PLEASE DO NOT SEND ANY CORRESPONDENCE (letters, forms, emails, or phone calls) TO THE RECEIVER or any of his agents. Your attorney is handling this.

The Receiver's office bills in minimum 6-minute increments. This means that the lender fund will be drained for 10% of an attorney's hourly billable rate if you take up even 1 minute of their time to respond or log your information. This is why we asked Brent to file all the claims at once and, more importantly, it's why HE and he alone needs to be the person that the Receiver corresponds with about your claim.

ANY correspondence with the Receiver group costs the lender fund between \$13.50 and \$36.00 for just 1-6 minutes of their time.

Imagine what it would cost the aggregated lender funds, which your money will eventually come out of, if they could deal with all 400+ people in our group! In a short while, there would be very little left of the fund to make a second distribution with.

If each of you called, or wrote an email, phoned, or sent in a form JUST ONCE and it took the Receiver's office less than 6 minutes to deal with it, the fund would be depleted by \$5,400 at minimum! And that's if you contacted the lowest level paralegal and not a more expensive lawyer, which wouldn't happen.

We'll have a LOT more to say about this in the near future, but just for now - PLEASE be patient just a little bit longer before you cash your check or respond with an address verification.

Thank you,

The Oasis Helper Group

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You are receiving this email because you opted in via our website.

Our mailing address is:

Helping Oasis

PO Box 165

Intervale, NH 03845-0165

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



EXHIBIT 2

On Feb 2, 2024, [REDACTED] Michele <oasishelpers@oasisreplevin.net> wrote:

The Trust, LLT

P.O. Box 626

Elkville, IL 62932

Email: oasishelpers@oasisreplevin.net

<Oasis Replevin Logo sm.jpg>

February 2, 2024

Dear [REDACTED]

We have not yet received the full amount of the pledge you promised to help pay for legal services being provided on your behalf. If you have sent a check since our request of January 20th, please ignore this message. Otherwise please send a check for the balance shown below at your earliest convenience.

A filing deadline set by the Court of Appeals made it necessary for one of your fellow Lenders to provide a bridge loan in order to cover the attorney's fee so he can begin work without further delay.

Given recent FirstClass delivery inconsistencies, we advise that you mail your contribution by U.S. Priority Mail, which will provide a tracking number for your records. We are not set up to receive bank wires, ACH transfers, or any other form of digital deposit.

Below is a summary record of your contributions to date. If you had more than one Oasis account, they've been added into one to calculate the Balance Due.

██████████	Total Pledge Amount (2.5% of your claim)
██████████	Amount of 1 Quarterly Installment
██████	Number of Contributions Made
██████████	Balance Due

Please bring your account current as soon as possible by mailing a check made to "The Trust, LLT" for the Balance Due shown above via Priority Mail to:

The Trust, LLT
P.O. Box 626
Elkville, IL 62932

Best Regards,
Oasis Helpers Group

EXHIBIT 3

From: Oasis Helpers <oasishelpers@oasisreplevin.net>

Date: December 15, 2023 at [REDACTED]

To: [REDACTED]

Subject: A Letter to our Oasis Friends and Family - Where We're At and Why We're Here

Dear [REDACTED]

NOTE: This may be a duplicate of the email we sent this morning. Nearly a third of them bounced back so we're sending it again. Please forgive the intrusion if you've received this before and just delete it.

I know most of you have not been keeping up with the activities going on with all the Oasis cases. Most have just been wondering if they were going to get more money back. The answer to that is we don't know. We should because in the Receiver's latest interim report he says he has another almost \$11 million in hand from the liquidation of Oasis assets. As we know, he would be more than happy trying to keep it for himself and his minions. They have already made more money off Oasis than any of the Defendants ever did.

The reason for this letter is to inform you and to educate you on some facts of what's really gone on with our money. You may have recently received an email from paralegal Amanda Stevens, who works for the receivership. In that email, she tells you that the judge granted a summary judgment in favor of the CFTC. Thereafter in the email she attacks the Oasis Helpers Group, trying to discredit us because of all the corruption and lawlessness that our group is exposing (and we've really just begun). Remember, most of us in the Helpers Group have also lost all of our money. So why would we not be trying to help everyone get back as much as possible? Those working for you in the Oasis Helpers Group are not spending countless hours for any other reason than to achieve our goal of helping everyone in our group get back all the money that's due them. Aside from that, it's important for you to know that almost all of our work is done voluntarily, without compensation. To date, not counting our attorneys' time, the volunteers in our group have logged over 6,500 hours of work on your behalf since April 2020.

From the beginning the Receiver has continuously attacked us in his court filings and emails, obstructed our efforts to secure legal counsel, and even tried to get our Power of Attorney, Mr. Winters, disbarred for practicing law in Florida without a license. First off

you don't need a law license to be a POA. You would think an entire law firm of lawyers should know that, right? Well, they did but that's lawfare. Since you can't have someone exposing your corruption, make them out to be the criminal. Mr. Winters had to hire his own attorney to defend against the Receiver's charge and then the Florida bar threw it out. Meanwhile, the Receiver charged the Receivership Estate thousands of dollars for the time he spent attacking Mr. Winters. How does that benefit you? It didn't. It only benefited the Receiver.

Through thousands of hours of research we have uncovered a multitude of bad actors and unlawful behavior. The funny thing is that the perps are not all those you may have suspected. Almost all of the evidence that proves our case comes from the government's own submissions of evidence and statements. For starters, and the very first red flag that made us ask questions coming out of Mike DaCorta's trial, is what we refer to as "the whiteboard question".

Do this math problem and pretend that it's your checking account.

OIG funds deposited into ATC London Account	\$22,000,000 (funds in)
<u>Trading losses</u>	<u>- \$60,000,000 (funds out)</u>
Balance (Positive)	\$ 2,000,000

How did your math work out? Did you get a positive balance after subtracting \$60M from \$22M? We didn't.

Would your checkbook balance the same way this trading account did? Put in 22 take out 60 and still have 2 not bad at all.

- The government claimed that Oasis lost all this money in a trading account.
- Evidence shows the trading account earned \$54,000,000 in spread fee income.
- But during the criminal trial the Government said that spread fees were fairy dust.
- The whole reason Oasis needed the broker dealer license was to charge and collect spreads to in return pay you your loan interest if the earned monthly spread fees came to more than the 1% otherwise guaranteed in your Promissory Note.

It is so hard not to get off into the weeds trying to explain every little statement made in order to show you the supporting evidence that backs up that statement. We wanted to keep this as short as possible, but hopefully pique your interest and understand why we feel that all this work is worth the effort. Even this summary is just the tip of the iceberg. There's so much more we'd like to share and we're doing our best to do so, but you have to engage with us for that to work.

This is your money and ours and we are fighting for transparency. Our Strength is our ability to stand together. They have never encountered a group where everyone is only 2

degrees separated from anyone else in the group. We are dealing with evil people who don't care who they put in prison or whose money they take, as long as they get it all. They are operating a distinctly corrupt business model designed to steal as much as they can from you and others like you under cover of law. Shut down companies seize all cash and assets. Make sure no one can afford to defend themselves and make the steal stick through misdirection, misrepresentations of evidence, falsifications, suppression of discovery, and other court operations. It's really easy to see if you follow the money and where the majority ends up when the smoke clears. I promise it won't be in our pockets.

The Oasis Helpers have given us an opportunity to peel back the onion. The more we peel back, the more rotten and disgusting it gets. This is why we have done many things like created a website (OasisReplevin.net) and made videos to explain what happened in the trial, with more to come. We turned the videos into audio files so you could listen to them while on the road or wherever you are. We produced several dozen email update Reports with timelines and supporting documents and attachments and actual court filings and much more. This takes massive amounts of time to do and, again, it's most all done voluntarily. The whole purpose is to find the Truth!

We understand Mike DaCorta was convicted. Once again, not to get too far into the weeds, but here's just one example of what wasn't submitted at the criminal trial. This was a financial crimes case, a so-called Ponzi scheme, which is tried as fraud, yet the financials of the company were never submitted as evidence during trial. Not by prosecution, nor by Mike's public defender. No financials were shown anywhere until our group produced a balance sheet that showed the solvency of the companies. No one had ever made a balance sheet to see the financial health of the company. This is critically important because:

- By law a Ponzi scheme is defined as insolvent from its inception. You prove solvency by "a balance sheet test".
- The Government, Receiver, and all parties involved have thrown around the word Ponzi from the very first complaint. Wouldn't you think some of these federal investigators at the CFTC, FBI, and IRS would have completed a balance sheet test before making such allegations, shutting the Company down, seizing and liquidating all of its assets?
- Assumptions and allegations not facts
- The Receivership Estate has paid hundreds of thousands to forensic accountants to do something. What did they do?
- See the Receiver's deposition page 7 – 9, attached.

The Oasis balance sheets show that both Oasis Companies were solvent!

From the beginning, this whole case was built and prosecuted exclusively on accusations and allegations. They made Mike DaCorta into a criminal through a show trial

where the defense was given only two days (the prosecution had 10), only 3 of the 33 witnesses prepared to testify on Mike's behalf were allowed to take the stand, and exculpatory evidence and expert witnesses available to the Defense were not presented to the jury. Then they use that judgment to shut down the civil case. The CFTC did not want this to go to trial in the civil case. For a summary judgment to be made there cannot be any material facts in dispute. In this case, about 45 facts in dispute were presented to the Court. The 5 counts in the civil case are all based upon the allegation that Oasis operated commodity pools. Oasis didn't have commodity pools. Oasis was an Eligible Contract Participant (ECP) trading exclusively for itself, not for individual investors. In the summary judgment Order, the five counts were never discussed. They were also never discussed in the criminal trial, so the judgments in the criminal should never have been allowed to persuade judgment in the civil trial, but they did.

Also in his deposition, the Receiver claimed Oasis had only minimal assets, yet all the Houses, office and apartment real estate, Rental incomes, gold, and silver were owned by OIG and not by Mike DaCorta. (Deposition, page 8 line 10 – 14)

- All of those assets sold off for millions more than the \$10M credited in the Receiver's Deposition.
- The receiver was so kind to give us back 17.5% of our original contribution. Has he ever said anything else about the almost \$11,000,000 that he still has of ours? In his June 15, 2023 Deposition and in the last two Interim reports he identifies having those funds.
- Did he ever tell us all the property that the local police, United States Marshall Service, seized they are keeping? The United States Marshall Service is keeping almost \$6 million of real estate sold that the Receiver seized and sold for them – not for us.
- All the assets of Oasis were bought as a hedge and used to build a financial foundation for the company. Every property was owned by Oasis International Group or Oasis Management, and almost all properties were paid in full. Mike DaCorta personally owned none of them. Did you know the Receiver sold all the properties, did all the legwork for the United States Marshall Service, and then gave them all the money, which the Dept. of Justice will keep? Did you know that for all this work the Receiver charged the Receivership Estate (i.e. you) for all that time, and also charged over \$757,000 in commissions for selling them.
- So, what we are saying is that Mike goes to prison for 23 years for supposedly living the high life after he's illegitimately convicted a criminal. There is no civil jury trial allowed to review the facts of the case presented by a non-governmental, independent attorney (Ron Kurpiers). Long before Mike's criminal trial even happens and even though all the real estate was bought with our money and all properties were solely owned by OIG or OM, the Receivership, United States Marshal Service, and all parties involved in their liquidation charged us to sell them, and then kept all the money from the sales instead of giving it back to us, the so-called victims. That's what Civil Asset Forfeiture does.
- In the past five years how many times has the Receivership sent out an update email to the so-called victims? I think three or four, but each one of them was basically trying to attack the Oasis Helpers Group so we could never find out what's really going on.

- Starting with Michele Utter in autumn 2019, the Receiver has tried to crush absolutely everyone who has asked questions or tried to defend themselves regarding this case.
- Let me ask you this, when did you lose all your money? Was it during Oasis operations or after the government came in and shut Oasis down? Before the government made one, no one had ever filed a complaint against Oasis, nor had anyone been unable to receive their principal plus interest back if requested.
- At the end of 2018 if you did not sign the new promissory note your money plus interest would have been sent back to you, even if you didn't ask for it. The people who were automatically refunded that way later became Clawback Defendants, sued by the Receiver. Side note: who, running a Ponzi scheme, sends people back their money plus interest without them requesting it because they didn't sign some paperwork?

We are not saying that everything Oasis was peachy. Mike DaCorta, Joe Anile, and Ray Montie did not have a tight business operation or adequate partnership communications. Too much trust and authority was given out without good checks and balances. With no contractual agreements for partner compensations, poor bookkeeping, inadequate staff (no CFO), it all added up to disaster and made it easier for the CFTC to do what they have done.

- Oasis PARTNERS had major losses in the trading account, but these were largely offset by tens of millions in spread fee revenues, which is how the "the white board" test works – while +\$22M deposited minus the alleged \$60M in losses should result in a negative \$38M, the undisputed fact that there was a \$2M positive balance left in the account is explained by the fact that Oasis earned more than \$40M in spread fees, which were kept in the account.
- After OIG was formed, Joe Anile had exclusive control of the purse strings. The government-supplied account records that our people spent over 2,500 hours of uncompensated time expertly examining, show that after Anile gained financial control he began overpaying himself and also embezzled about \$2.7M from the Company. That's probably why he made the plea deal and his criminal behavior enabled the government to use him as a puppet on the stand during the criminal trial.
- Even though every witness, both prosecution and defense, identified Anile as Oasis' attorney, he denied being the company attorney and lied about almost everything. The defense had all the evidence to prove him a liar and never used it. The prosecution used the Anile testimony to dig Mike's grave.
- The jury may not have understood anything else in the complicated and confusing string of allegations made at Mike's trial, but they were told by the Receiver, an FBI Agent, and Joe Anile, Mike's own partner, that Mike was operating a Ponzi scheme. Anile falsely testified that Mike had admitted that to him. Every juror certainly knew that a Ponzi scheme is a fraud, so even if they took nothing else away, they were given to believe that Mike perpetrated a fraud and that's what he was convicted for.

There is still a possibility for Mike to appeal the Summary Judgment against him in the civil trial. He is already appealing the criminal trial. We are going to continue to help everyone in our group as much as we can, but much of the work ahead of us will require

help from attorneys and they are very expensive. We cannot hope to achieve our goal of full restitution for everyone in our group without more financial support. Many folks have pledged, but not yet produced, a contribution to the legal efforts. We will soon be asking that they fulfill their pledges.

Our only real satisfaction comes from helping you, but for the most part our work is done with almost no feedback from the more than 400 lenders in this group. We'd like to hear from you. We set up OasisReplevin.net to make it easy for you to post questions and comments, but so far no one has – why? When our update reports go out, typically only 3 or 4 responses come back to show that they're being read and even then, the most common responses simply ask if there's more money coming. Even if you don't understand everything in the Reports, please read them. If you only understand 50%, then ask about the parts that aren't clear by posting questions on our website. Chances are you're not the only one who would like an answer to the questions you have. We spent hundreds of hours making the trial review videos found on OasisReplevin.net, but there's practically no indication that anyone has watched them. Why? There's no better way for you to understand what happened at Mike DaCorta's trial and the implications it has for you than to watch the videos, which explain the depraved miscarriage of justice that took place last April and May. We understand that the first 3 videos are kind of dry because they just go over jury selection and the legal foundation of the government's claims. But that's important, and after those first 3 the others get a bit more interesting and more entertaining too. We can't encourage you enough to go watch (or listen to) them.

Civil Asset Forfeiture is real and it needs to be exposed for the corrupt practices it produces, the inversion of our fundamental rule of law that the accused is innocent until proven guilty, and for the theft of innocent people's property's that result from it as has happened in our case. The Receivership, those who worked for it, and the U.S. DOJ, all made millions off this case and are already looking for the next one. Who would spend hundreds of thousands of dollars to hire lawyers to expose the truth to get a hundred thousand back? Therefore, when they tell you that you are a victim, they either get the defense attorneys to settle for a huge amount or go criminally convict one of the civil case Defendants to use that conviction to prevent an effective defense in the original civil case. After that, they hope you will take your 17.5% refund and consider yourself lucky, while they ride off as heroes with millions, fully aware that this corrupt business that they created may continue to make them wealthy until Congress steps in and takes civil asset forfeiture off the books. Senator Rand Paul (R-Kentucky) has a bill before the Senate designed to do just that. We'll be letting you know how you can help get it passed!

Enc: Pages 7-9 of Burton Wiand Deposition Transcript 06-15-2023.pdf

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[Oasis Helpers](https://OasisReplevin.net)

EXHIBIT 4

FINAL Address Confirmation Form
C.F.T.C. v. Oasis International Group, Ltd., et al.

INSTRUCTIONS: Due to the enduring uncertainty and ambiguity resulting from the Receiver's confusion over Personal Verification Forms timely submitted by claimants or their Power of Attorney and any other imprecision that may persist in his office regarding my claim(s), I am respectfully submitting this Address Confirmation Form (ACF) with final answers to the questions previously requested by the Receiver, to which I have previously responded. If any additional information is required, the Receiver is hereby instructed to make requests for clarification through my Power of Attorney, Brent Allan Winters, at his postal and email addresses provided here below.

To assure that this message is properly acknowledged, duplicate copies will be simultaneously emailed to the addresses below. If a copy is not returned as undeliverable by my email server, confirmation of delivery will be assumed:

- info@guerraking.com (as originally instructed)
- Jared.Perez@jaredperezlaw.com (for attorney Jared Perez)
- acruz@guerrapartners.law (for attorney Ailen Cruz)
- Burt@BurtonWWiandPA.com (for receiver Burton Wiand)
- winterslaw@nym.hush.com (for attorney-in-fact Brent Winters)
- info@oasisreplevin.net (for the record)

1. The full name of the claimant(s) (the person or entity who submitted the claim or who had a claim submitted on his, her, its, or their behalf).

[REDACTED]

2. All claim numbers for which this address confirmation is being submitted.

[REDACTED]

3. The **one** mailing address where the claimant authorizes the receipt of **all** future communications relating to the claim(s) identified in number 2 above, including any distribution checks the claimant(s) may be entitled to receive.

[Winters](#)

[5105 S. Hwy 41](#)

[Terre Haute, Indiana 47802](#)

4. **The ONLY** email address where the claimant authorizes the receipt of all future electronic communications relating to the above claim(s) is:

winterslaw@nym.hush.com

The Receiver is instructed to process the mailing of distribution check(s) for my claim(s) through the offices of Attorney-in-fact Winters via the postal address given below.

NOTICE to Agent is Notice to Principal. Do NOT contact me directly again. All future correspondence with respect to my claim(s) is to be directed to my Power of Attorney.

Brent Allan Winters is my representative under Power of Attorney for all claim-related matters. Direct all future correspondence to him.

It is the Claimant's responsibility or that of his agent to advise the Receiver of any changes to the mailing and email addresses after submission of this form.

Signature of Claimant: /s/

[REDACTED]

Date:

[REDACTED]

Title (if any):

If joint claim:

Signature of Claimant: /s/

[REDACTED]

Date:

[REDACTED]

Title (if any):

EXHIBIT 5

Begin forwarded message:

From: The Oasis Team <helpingoasis@gmail.com>

Date: April 21, 2023 at [REDACTED]

To: [REDACTED]

Subject: ngo ng onsense (4/ 1)

Reply-To: helpingoasis@gmail.com

Ongoing Nonsense

You have to give the Devil his due now and then...so we will.

The latest wrinkle in the on-going fiasco the Receiver's office designed to collect as much revenue from the simple task of getting a refund check into your hands is that some of you may receive a mailed letter with a COPY of your check in it, but not the real thing. That's still coming (at least you'll learn how much you're going to receive - as well as the secret "claim" number you were assigned).

The following TOTALLY unnecessary, expensive and time-consuming steps will have to be taken place for you to receive such a letter:

Your name and address be printed on an envelope - (paper, ink and time to print added)

Your check will be copied - (more paper, copy toner, and the copier's time)

Your address on the INSIDE letter will be changed to c/o Brent Allen (sic) Winters (time billed)

The letter printed - (paper, ink, and time)

All 3 pages stuffed into the envelope - (time)

Postage added - (63¢ each)

A trip to the Post Office unless picked up at the office

A copy of this all mailed to Brent (with all the above repeated)

Mind you - This already happened at least once before when some people received a letter with a check and most others without one included. So this is the second time for a mailing, not including the 3 boxes of copies sent to Brent

this past week - which included ALL of the pages when only the first one was needed.

ALL of this is, and always was, unnecessary so ALL of the associated charges should be restored to the Receivership Estate. Why? Because all the Receiver ever had to do was send ALL the checks to your Power of Attorney and you would have had your check in hand **2-3 weeks ago**.

There was never a need to assign a unique "claim" number to every lender. Because you already had TWO unique numbers - your Oasis Account Number and Your Oasis IB number. They were just as anonymous as the claim numbers assigned by the Receiver, except that your P.O.A. knew who was associated with them and the Receiver DID NOT disclose who associated with his "claim" numbers to your agent. As far as we can tell from talking to nearly a hundred folks, about 93% of you didn't know what your claim number was either.

All of this added a tremendous amount of unnecessary time, expense, and frustration to the whole debacle. All that money, paid to attorneys and paralegals, needs to be restored to the Estate and sent back to you, the lenders.

The Receiver's mandate is to maintain the value of Oasis' property on behalf of its creditors, not to enrich himself and his friends. That's what all receivers are authorized to do. Not what's been happening.

Have a great weekend. All things must pass.

The Oasis Helper Group

P.S. We are still working to obtain the necessary forms and contact information for the 4 different IRA/401k custodial companies Oasis used. You will need to deposit your IRA or 401k refund check into the custodial company that your check is made out to. We expect to have that information for you sometime next week.

We will be unable to supply information beyond that.

For directions on how to handle the tax aspects of these refunds, please contact your professional tax preparer or CPA for advice.

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You are receiving this email because you opted in via our website.

Our mailing address is:

Helping Oasis

PO Box 165

Intervale, NH 03845-0165

[Add us to your address book](#)

Want to change how you receive these emails?

You can [update your preferences](#) or [unsubscribe from this list](#).



EXHIBIT 6

**BURTON W. WIAND, COURT-APPOINTED RECEIVER
FOR OASIS INTERNATIONAL GROUP, LTD. ET AL.**

[REDACTED]

[REDACTED]

Re: Oasis Receivership
Claimant Name:
Claim Number:

[REDACTED]

Dear Claimant:

I am writing to you as the Court-appointed Receiver in the above matter. Recently, the Court granted my Motion to Approve a Second Interim Distribution as it relates to the above claim (see www.oasisreceivership.com). Pursuant to this order, I am happy to enclose your second interim distribution check. This interim distribution totals approximately \$9 million, and this check represents this claim's r r share of the distribution. The amount of the check equals approximately 15.76% of the claim's approved amount. **The enclosed check must be negotiated within 120 days.** After 120 days, the check will be null and void and the money will revert to the Receivership. Further, please be advised that claimants will be charged a \$100.00 administrative fee for the reissuance of a distribution check that was brought about by a claimant's own voluntary actions, such as a change of custodian after the issuance of a distribution check.

The work to gather and distribute assets for victim investors is long and difficult. Through the hard work of the attorneys who have assisted me, as well as accountants and others, we have achieved success in recovering assets to offset your losses. Our work is not done, and we hope to increase the amount recovered. I am unable to predict when these efforts will end or the total that will be recovered, but rest assured my goal is to maximize the assets collected and distributions to victim investors.

I recognize this process is not an expeditious one and I appreciate your patience. To minimize expenses to the Receivership, if you have any questions regarding this distribution, please email info@guerrapartners.law. If you would like a return call, be sure to include in the email your phone number and the claim number about which you are inquiring. For more information regarding the progress of the Receivership, please refer to the Receivership website, www.oasisreceivership.com.

Sincerely yours,



Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To:

[REDACTED]

EXHIBIT 7

Brent Allan Winters

5105 S. Hwy 41
Terre Haute, Indiana 47802
317-515-7695
brentwinters@use.startmail.com
Power of Attorney *for certain*
Oasis-Group Claimants
Case 8-19-cv-00886

Lawrence J. Dougherty
Wiand Guerra King
5505 W. Gray Street
Tampa, Florida 33609

August 31, 2020

Lawrence J. Dougherty,

In response to your most recent requests, the following is Mr. Winters's understanding of relevant facts of the Case No. 8:19-CV-886-T-33SPF, U.S. District Court, Middle District Florida (sometimes herein the "Case"):

The Receiver in this Case ("Receiver") is a Court-appointed officer. (Dkt. 44: Order of April 30, 2019, Appointing Receiver and Staying Litigation).

Chronology of Communication Respecting Oasis Claimants

June 15, '20	Mr. Winters sends certain Beneficiaries' claim forms to Receiver as attorney-in-fact under Claimants' grant of Power-of-Attorney ("POA").
July 8, '20	Lawrence Dougherty ("Mr. Dougherty"), legal counsel for the Receiver, sends Letter #1 to Mr. Winters.
July 31, '20	Englander-Fischer attempts to contact Mr. Winters by telephone, and leaves a voice message, asking him to call.
July 31 '20	Mr. Winters returns that call to Englander-Fischer, but got only a recording with voicemail; Mr. Winters leaves a voice message identifying himself;
July 31 '20	Mr. Winters then sends a Letter to the firm Englander-Fischer, instructing it not to contact him respecting Clawback Defendants in Case 8:20-CV-00862 because Mr. Winters does not represent those Defendants as attorney-at-law; Englander-Fischer has not attempted to contact Mr. Winters since.
Aug. 8, '20	Mr. Winters answers Lawrence Dougherty's Letter of July 8, 2020, and at the same time sends copies of his principles' (Claimants in the No. 8:19-CV-886-T-33SPF) POAs to Mr. Dougherty by Fed Ex.
Aug. 21, '20	Mr. Dougherty, legal counsel for the Receiver, sends Letter #2 to Mr. Winters, asking some of the same questions Mr. Winters had

answered in response to Mr. Dougherty's Letter #1; and accusing Mr. Winters of practicing law without a license.
Aug. 31, '20 Mr. Winters sends this Letter in response to Mr. Dougherty's Letter #2.

Mr. Winters affirms again that he is not attorney-at-law for any clients in the United States District Court for the Middle District of Florida; in fact, he has not entered an appearance on behalf of any client in the Case.

Accordingly, Mr. Winters renews his demand to not communicate with him, or continue to refer to him, as though he represents clients before the U.S. District Court, Middle District Florida as an attorney-at-law. Mr. Winters is rather under power-of-attorney to his principles: certain Oasis Claimants. Mr. Winters's principles have delegated authority to him as POA to provide the Receiver with information relative to their claims.

The following are Mr. Winters's responses to Mr. Dougherty's questions of his Letter #2 to Mr. Winters:

Question 1 Response: Except for the Claimant's identification, provided on page two on each power-of-attorney ("POA"), the first page of each POA is identical. Mr. Winters did this in order to save the Beneficiaries' money. It is neither necessary nor cost-effective to expend time, effort, and expense to duplicate the first page of each POA for each Claimant. As a fiduciary I trust you understand the importance of taking such cost-saving measures.

Question 2 Response: The Receiver has asked and Mr. Winters has answered this request of Question #2 in his response to Receiver's Letter #1 of July 8, 2020. Mr. Winters signed the claim forms he submitted to the Receiver on behalf of individual Claimants in Case No. 8:19-CV-886-T-33SPF, as power-of-attorney only; and not as attorney-at-law, in accord with the Receiver's instructions to Claimants. (Proof of Claim Forms, Receiver's Instructions, p. 2, para. 2). Accordingly, Mr. Winters follows his signature on each claim form with the letters "POA."

Question 3 Response: Receiver has already asked this question in his Letter of July 8, 2020, regarding changes made to the claim form. And Mr. Winters has answered it in full detail in his previous response to that Letter. Further, references to claim amounts have no bearing upon the immaterial changes Mr. Winters made to the claim form or the explanation thereof that he made to Question 3. Moreover, Mr. Winters made these changes by the leave of the Receiver's instructions.

Mr. Winters wrote the following in his response to Receiver's Letter #1 of July 8, 2020:

Winters made the following modifications to the Proof of Claim Form for the following reasons:

On 17 March 2020, the Receiver issued a letter Re: Oasis Receivership directed to “Dear Potential Claimant,” which stated in pertinent part (¶ 1),

[Y]ou MUST submit a completed and signed Proof of Claim Form (**or a form that substantially conforms to the attached Proof of Claim Form** and which contains responses to all of the questions in the Proof of Claim Form) . . . (bold and underline added).

All Claimants, having delegated a power of attorney to Mr. Winters, have complied with this instruction.

In short, Mr. Winters made no “wholesale change” to any claim forms he submitted to Receiver, but only small adjustments to format for easier reading.

Question 4 & 5 Response: All claims arose and were submitted during the pendency of Case 8:19-cv-00886, which, by definition was, and remains to date, in suspense.

To sum up: Mr. Winters is not attorney-at-law for the Claimants in the Case No. 8:19-CV-886-T-33SPF, nor for Clawback Defendants in the Case 8:19-cv-00862. He does not presently represent, as attorney-at-law, any clients in the United States District Court for the Middle District of Florida. He is however, attorney-in-fact in the Case No. 8:19-CV-886-T-33SPF; and has exercised that limited POA under authority of certain Claimants, by preparing, filling out, and submitting claim forms, along with additional relevant information.

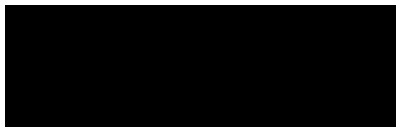
Finally, Exhibit A of the June 11, 2020 letter, refers to only claimants having granted power-of-attorney to Mr. Winters in the Case, and nothing further. Mr. Winters’s email of July 31, 2020—which you provide as Exhibit B—clarified that point to you.

Brent Allan Winters

EXHIBIT 8

**BURTON W. WIAND, COURT-APPOINTED RECEIVER
FOR OASIS INTERNATIONAL GROUP, LTD. ET AL.**

March 25, 2022



Re: Oasis Receivership
Claimant Name:
Claim Number:



Dear Claimant:

I am writing to you as the Court-appointed Receiver in the above matter. On March 7, 2022, the Court entered an Order granting my Motion to (1) Approve Determination and Priority of Claims, (2) Pool Receivership Assets and Liabilities, (3) Approve Plan of Distribution, and (4) Establish Objection Procedure (the Motion). A copy of this Motion and Order are available on my website at www.oasisreceivership.com. If you are unable to access this website, you may contact Amanda Stephens at astephens@guerraking.com or (813) 347-5120 to request a copy of the Motion and Order.

The Court has approved my recommended determination of the above claim. This determination is set forth in the Exhibits attached to the Motion and is addressed in the body of the Motion. ou are strongly urged to review my Court-approved determination of your claim as stated in the Motion and its Exhibits. There are instances where the Court approved my recommendation to either deny a claim or allow a portion of the amount claimed. There are also instances where the claimant is required to take additional action to maintain the claim. For instance, if you submitted your claim through Brent Winters, you are required to complete and return a Personal Verification Form. Also, certain claimants who invested through New Horizon Capital Ventures, Inc. are required to submit a Proof of Claim Form for their respective claim. If you are required to submit any such form, documentation, or additional information, you must do so **no later than April 1, 2022** or your claim may be deemed denied. The Personal Verification Form and Proof of Claim Form are available on the Receiver's website or may be requested through Ms. Stephens.

If you wish to dispute my determination of the above claim, its priority, or the plan of distribution, you **MUST** serve me with a written objection **no later than April 1, 2022**. Our objection must clearly state the nature and basis of the objection and provide all supporting statements and documentation that you wish me and, if we are unable to resolve your objection, the Court to consider. Please also include your claim number, name, and telephone number with your objection.

Failure to properly and timely serve an objection to the determination of your claim, its priority, or plan of distribution shall permanently waive your right to object to or contest the determination of your claim, its priority, and plan of distribution and your final claim

amount shall be set as the Allowed Amount determined by me and approved by the Court as set forth in the Exhibits attached to the Motion.

By submitting an objection, you reaffirm your submission to the jurisdiction of the United States District Court for the Middle District of Florida. If you serve an objection, you are entitled to notice of Court filings or proceedings, but only with respect to the adjudication of your particular objection and the claim to which it is directed.

All objections, Personal Verification Forms, Proof of Claim Forms, or other required documentation must be served on me at Burton W. Wiand, as Receiver c/o Maya M. Lockwood, Esq., Guerra King P.A., The Towers at Westshore, 1408 N. Westshore Blvd., Suite 1010, Tampa, Florida 33607, and should not be filed with the Court. Proper service may be accomplished by sending your objection, required form, or other documentation by one of the following means: (1) U.S. mail to the above address (2) facsimile to the above address at (813) 347-5198 or (3) overnight or other express delivery to the above address. Service by mail is completed upon mailing and service by facsimile is completed upon transmission.

I may attempt to settle and compromise any claim or objection subject to the Court's final approval. At such times as I deem appropriate, I will file with the Court: (1) my further determination of a claim with any supporting documents or statements I consider are appropriate (2) any unresolved objections, with supporting statements and documentation, as served on me by claimants and (3) any settlements or compromises that I wish the Court to rule upon.

The Court may make a final determination based on the submissions identified above or may set the matter for hearing and, following the hearing, make a final determination. If you dispute my determination of your claim, you will have the burden to prove that your position should prevail. I will provide you notice of the hearing if the Court sets a hearing on your particular objection.

As noted above, the Court approved my proposed plan of distribution, which contemplates interim distributions to be made on an interim basis and subject to certain exceptions discussed in the Motion. I intend to file a motion to approve a first interim distribution to investor claimants with allowed claims as soon as practicable after the period for objections has expired and I have had the opportunity to review any objections. I will make every effort to make a prompt distribution. However, depending on the nature of any timely objection I receive, the first interim distribution may be delayed until any objection warranting such delay is resolved.

I have tried to make the claims process as simple and unintrusive as possible. I have carefully considered each claim and believe that all claims have been afforded fair and equitable treatment. Unfortunately, this is not an expeditious process, and I appreciate your patience. I am unable to predict the total that will be recovered, but please know my goal is to maximize the assets collected and the amount of distributions to victim investors.

If you have any questions, please feel free to call or email Ms. Stephens or Larry Dougherty at (813) 347-5100, ldougherty@guerraking.com.

Sincerely yours,



Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To:
Brent Allan Winters

EXHIBIT 9

Begin forwarded message:

From: Oasis Helpers <oasishelpers@oasisreplevin.net>

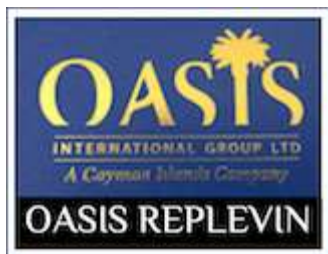
Date: April 1 , 2024 at [REDACTED]

To: [REDACTED]

Subject: Lender date re nd e und Distribution

The Trust, LLT
P.O. Box 626
Elkville, IL 62932

Email: oasishelpers@oasisreplevin.net



(Note: A better formatted copy of this update is attached in pdf format)

April 17, 2024

Dear [REDACTED]

Good afternoon, I just sent you the final address confirmation forms to the emails enclosed in your request, within minutes the receiver called me, asking why I sent him this form. I told him it was because he was not accepting Mr. Winters as my POA , he then said Oh he is not your lawyer.

I then said, "I cannot talk to you." and I hung up.

- Email from lender G.C. - 12 April 2024 4:39 pm

This Message At-A-Glance

- Please return the Final Address Confirmation Form (FACF) sent to you by email on April 10th. It's important. We explain why.
- The Receiver's shenanigans produced unnecessary, expensive, and time-consuming divisions in our group of lenders. In the first refund cycle, you

ended up in one of 7 groups that were each served differently. We explain the differences.

- As the second round of refunds is being prepared, the FACF is meant to overcome the confusion experienced in the first round. (BTW: the second release of funds has been approved by the Court)
 - The Receiver spent a lot of time, effort, and money trying to remove your Power of Attorney, Brent Winters, from helping you. He even went to the extreme of filing a criminal complaint against him. We explore why he did that and mention that he continues to do so.
 - We ask you to confirm your postal mailing address.
-

The Final Address Confirmation Form is Necessary:

- 1) because the Receiver is not acknowledging Brent Winters as your Power of Attorney (P.O.A.) despite having no authority to decide who is or isn't your P.O.A.; and
 - 2) to reduce the confusion caused by the Receiver's division of our lenders into several different groups; and
 - 3) so that all checks are sent in one or two packages to your P.O.A.; and
 - 4) so we can keep track of who is and who isn't being paid properly and thus help Mr. Winters address problems (of which there were many the first time).
-

The First Refunds Divided Us

Here's what happened in the first round of refunds... Our group's claims were divided into seven divisions based on the way they were (or weren't) handled by the Receiver:

Group 1: 16 lenders were denied a refund because they were in the clawback group. Most of these were not assigned a "claim number" by the Receiver, but 4 were.

Group 2: 18 were partially denied for various bogus reasons, but in his motion for a second refund the Receiver lied to the Court by stating that all but 3 of these folks were PAID IN FULL the total amount "allowed" when they were not. One lady was denied over \$60,000, but he told the Court he had paid her in full.

Group 3: 23 were entirely denied a refund for specious reasons, including 8 who were denied because they had some relationship with a Defendant in the case

(however distantly), despite the fact that refunds were issued before any judgment had been made in the case.

Group 4: without any reason given, 8 lenders were not assigned a claim number at all and were thus denied a refund.

Group 5: 13 were denied a refund because they had not personally returned a Personal Verification Form, even though the Receiver acknowledged that their P.O.A., Brent Winters, had done so for them, which was proper legal procedure.

Group 6: 176 Received their first refund directly from the Receiver, despite the fact that he had copies of their Power of Attorney contracts with Brent Winters and thus was legally obligated to send the checks through Mr. Winters and not to them directly.

PLEASE NOTE: It is especially important for those in this group to return the Final Address Confirmation Form. Here follows the claim numbers for this group:

1, 9, 13, 20, 46, 112, 140, 151, 154, 156, 180, 182, 196, 202, 204, 217, 242, 272, 279, 282, 283, 284, 286, 287, 289, 290, 297, 301, 302, 305, 306, 308, 309, 310, 311, 312, 313, 318, 319, 320, 321, 322, 323, 329, 330, 334, 339, 343, 344, 345, 349, 350, 354, 355, 356, 357, 368, 370, 371, 378, 382, 383, 386, 387, 388, 389, 390, 392, 393, 394, 395, 397, 401, 403, 405, 406, 407, 410, 411, 412, 419, 425, 426, 434, 438, 440, 441, 446, 447, 448, 450, 451, 456, 457, 458, 460, 461, 462, 465, 466, 476, 477, 483, 484, 485, 486, 499, 501, 502, 503, 504, 512, 514, 523, 524, 525, 526, 527, 528, 532, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 548, 549, 551, 563, 575, 581, 583, 586, 587, 589, 597, 598, 601, 602, 603, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 621, 622, 623, 635, 639, 640, 646, 651, 656, 659, 671, 673, 676, 677, 679, 680, 693, 695, 696

Group 6b: 1 person was assigned claim number 681 and hopefully received a refund directly from the Receiver who acknowledged they had a P.O.A. with Brent Winters, but we don't know who that person is.

Group 7: 201 Appropriately received their first refund through Mr. Winters. Turn-around was same day in every case.

The Receiver Blocked Your Power of Attorney

When Mr. Winters inquired about any refund deduction or denial, he was told that his inquiries were barred by a deadline established at the time the claim numbers and proposed distribution amounts for the first refund were filed. That would have been at least 5 months before checks were issued and Mr. Winters had the first opportunity to learn who was associated with which claim number.

Neither Mr. Winters nor 92% of his lenders were told which claimant was correlated to which number. The Receiver's publication of his distribution plans in November 2021 and again in December 2022 only included claim numbers for reference, so there was no way to make a timely complaint about the proposed

distributions, deductions, or refund denials! Mr. Winters didn't begin to know who correlated with which claim number until checks were issued last year. The checks showed the claim numbers, which allowed him to begin identifying the names attached to them. But, according to the Receiver it was by then too late to argue about denials and other issues with the distributions.

By the Florida Bar Rules for Professional Conduct, the Receiver was barred from corresponding with Mr. Winters' clients and obligated to notify him of the claim numbers assigned to his clients so that questions about refund issues could have been timely addressed. But that didn't happen. According to the professional rules of conduct attorneys are not supposed to contact other attorney's clients without permission.

The Receiver questioned the accuracy of information provided in your filed claim form, which included your name, account number, and IB number, any of which could privately identify you with your claim. Additionally, your claim form stated that all communications about it should be directed to your Power of Attorney, Brent Winters.

As your Power of Attorney, Mr. Winters presented himself as the single person to help the Receiver get answers to questions concerning the more than 480 claims that Brent filed for his P.O.A. clients. Mr. Winters intended to streamline communications and facilitate a rapid distribution of refunds. This would have eliminated unnecessary billings by the Receiver since he wouldn't have to correspond with each individual lender. He didn't want that.

The Personal Verification Form Was Used to Complicate Things

Instead of choosing the quickest and most efficient way to process refunds through your P.O.A., the Receiver asked for permission to make you submit a Personal Verification Form (PVF). The unnecessary PVF merely verified the information already given on your claim form. This resulted in more make-work for the Receiver and his team, allowing them to bill more hours to process them.

At paragraph 2. the PVF stated: "*Brent Winters is representing me in this Receivership. [sic] including my claim to any Receivership assets: Yes ___ No ___.*" You were expected to check off Yes or No. On the fillable form you used that question's answer was PRE-FILLED with an "X" on the "No" line, which couldn't be changed for a very good reason, but that answer created an alleged confusion that benefited the Receiver, delayed the refunds, and divided our group. The Receiver never contacted Brent to clarify his "confusion" about that answer.

The reason the PVF was PRE-FILLED "No" was because "representing" in law can mean "To serve as one's attorney." "Attorney" can be further defined as

an “attorney-at-law”, which is NOT the capacity in which Mr. Winters serves you as your P.O.A. By the time the PVFs were filled out, there were several good reasons to suspect the Receiver was trying to trap Mr. Winters and potentially destroy his legal career.

The Receiver Tried to Set Up Your P.O.A. and Cost him His Law License

Okay – now follow along here because the chronology of events leading up to the PVFs is very important. Take notice of the dates:

2020

- **03 February 2020:** The Receiver files a motion for the Court to approve his procedure to administer claims and proof of claim forms. No mention is made of issuing “claim numbers” to anyone. (Doc. 230)
- **17 March 2020:** The Receiver issues “Claims Process Instructions” which include the following text:
 - Page 4. “*Each Proof of Claim Form submitted must conform substantially to the Proof of Claim Form approved by the Court and provide responses to all of the questions in the Proof of Claim Form...*” and “*Each Proof of Claim Form must be legible...*” [underline added]
 - Adhering to these instructions, we created a “substantially” conforming Adobe Acrobat version of the Proof of Claim Form that could be filed out digitally, which assured that every form was legible. This was done so that no time or money would be wasted trying to read illegible entries. **The Receiver has since repeatedly complained that the digital Claim Form everyone in our group used was non-conforming, which is utterly false – just compare his version to ours!**
 - Page 5: the following appeared **in bold text**. “*A holder of a claim or potential claim against a Receivership Entity may wish to consult an attorney regarding this claims process. The firm of Wiand Guerra King P.A. acts as attorneys for the Receiver and its lawyers cannot give personal legal or other advice to Claimants.*” **This is EXACTLY what everyone in our group did by engaging Mr. Winters as their P.O.A.!**
- **June 2-15, 2020:** Brent Winters, acting as your P.O.A. files your claims. The Receiver reacts by demanding copies of EVERY Power of Attorney agreement given to Brent, hard copies of which were sent to him via Federal Express. The Receiver has a copy of your P.O.A. Agreement with Brent.
- **17 August 2020:** The Receiver notifies the Court that he may “contact the [Florida] bar” about an issue he has with Mr. Winters. He tells the Court

that the party he is concerned about (Brent) is licensed to practice law in Illinois (Clawback case Doc. 351)

- **31 August 2020:** The Receiver notifies the Court that he is filing a “Bar Complaint Regarding Brent Winters’ Unlicensed Practice of Law” (Clawback case Doc. 395) – even though he KNOWS that Mr. Winters IS LICENSED as he stated in the 17 August hearing. **His filing with the Bar constituted a CRIMINAL COMPLAINT against your P.O.A., which could have cost Mr. Winters his license!** During the August 17 meeting, even the Judge advised the Receiver against doing this.
- **9 November 2020:** The Receiver files a request to make those under Brent’s P.O.A. use the Personal Verification Form to confirm what’s already on the Claim Form itself. (all Claims had been filed by the end of June 2020) (Doc. 439).
 - The Judge, who expressly believed that Mr. Wiand was an “*experienced, trustworthy individual*” who “*has done a good job*”, simply gave Mr. Wiand permission to require a PVF. (See 22-12-12 Hearing Transcript on Motion to Dismiss, pp. 19-20)

2021

- **16 February 2021:** The Florida Bar closes the case that Mr. Wiand had filed against Mr. Winters 5 ½ months earlier and states that all of Mr. Winters’ activities were authorized under Bar Rules – see attached (“21-02-16 Florida Bar Acquittal”).
- **04 June 2021:** The Receiver files a motion for leave to file claimant identities under seal (hidden from the record). In this document he claims that “*The purpose of filing this information under seal is to protect the privacy of Oasis investors and the financial repercussions they experienced... Sealing the Cross-Reference List will neither prejudice any party’s interests nor cause any harm to any third parties.*” Further... “*The Receiver respectfully submits that the narrow request to file under seal a list of the names of the Claimants with corresponding claim numbers used in the Claims Determination Motion to protect the privacy of the Claimants outweighs the public’s qualified right of access to this information.*” (Doc. 405)
 - **Problem:** We assert that since virtually no one in the public could possibly have correlated the private Oasis account or IB numbers with anyone’s name, the real reason for this was to prevent your P.O.A. AND YOU from knowing what the Receiver was planning to do when he got around to distributing the first refund.
- **11 November 2021:** Receiver Wiand moves the Court to Approve his determination and priority of claims and plan of distribution. This is his first, but not the final plan by which claims are “allowed”, “allowed in part” (aka denied in part), or “denied”. Some of the claim numbers and the category they were placed in in this filing are later overridden by a

subsequent Motion made 14 months later (see next item). Copies of the PVF (Doc. 439-9) and one of Brent's Power of Attorney documents (Doc. 439-8) are included as exhibits. (Doc. 439).

2022

- **09 December 2022:** The Receiver files his final "MOTION FOR AN ORDER (1) APPROVING A FIRST INTERIM DISTRIBUTION OF \$10 MILLION; (2) APPROVING THE RECEIVER'S FINAL DETERMINATIONS REGARDING UNPERFECTED OR INCOMPLETE CLAIMS; AND (3) OVERRULING LIMITED OBJECTIONS TO CERTAIN CLAIM DETERMINATIONS". The Motion is Granted by the Court on 15 March 2022 and refunds start to issue on or about 06 April 2022 – they continue through August.

2023

- **~20 April 2023:** Mr. Winters starts receiving copies of letters mailed directly to his Group #7 P.O.A. clients informing them that they will not receive a check until they fill out yet another Address Confirmation Form (ACF). We spend months helping those in this group who need to get the new form sent in. At one point, well into the summer, more than 80 people still hadn't done so. We postal mailed them a letter with the ACF included. Eventually, they all sent in the ACF.
- **~20 April 2023:** Mr. Winters also receives SOME, but not all copies of letters sent by the Receiver directly to his Group #6 clients, which included refund checks.
 - **NOTE:** EVERYONE signed the same PVF with "No" checked off – so why did some receive a check from the Receiver while others had to submit yet another Address Confirmation Form before getting theirs?
 - **Further** – Why were those in Group #5 ENTIRELY DENIED a refund, even though the Receiver acknowledged getting a PVF from their P.O.A. and even though they had sent him an Address Confirmation Form?

On January 19, this year, we issued Report 9 in the Autumn/Winter 2023-24 series, which was entitled "Receiver Wiand's Misuse of Funds". In that Report we gave you the itemized list of charges billed against the Receivership Estate to pay the Receiver for trying to derail Mr. Winters' efforts to help you. Between June 2020 and May 2023, those costs were already up to \$24,802. They continue to mount up even now.

The Receiver's billings for personal contact with lenders between April 2019 and March 2020, which is as far as we researched, were \$12,357, but such charges continue to date.

If you want to review Report 9, see the attached Directory with hot links to all the Reports we've issued.

Do you see how lengthy, confusing, unnecessarily expensive, and in fact dangerous the Receiver has made this whole thing for you and your P.O.A.? We sincerely hope you do. And we earnestly hope that this letter has helped you appreciate a little better the massive amount of work being done behind the scenes to protect you and recover your losses.

If you haven't done so, please FOLLOW The DIRECTIONS in the email we sent to you on April 10th and return the **FINAL Address Confirmation Form (FACF)**. If you need another copy of that email, please let us know and we'll resend it.

Finally, to be sure that your next refund reaches you, please confirm that the mailing address shown below is correct. If it isn't, please notify us immediately of the correct address.

This applies only for checks processed by Brent Winters. He is no longer making address corrections for the Receiver since the Receiver is not supposed to be corresponding directly with you. If you don't return the FACF, there's a chance the Receiver may mail your check to the wrong address.

Street: [REDACTED]

Addr. 2:

Addr. 3:

City/Town: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]

Phone: [REDACTED]

As always, we wish you and yours only the best that life has to offer.

Pray for Replevin

Attached:

21-02-16 Florida Bar Acquittal [of Brent Winters]

24-03-04 Lender Live Update Directory