

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

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

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 MOTION FOR CONTEMPT AGAINST  
STEPHEN PREZIOSI**

BURTON W. WIAND, the Court-appointed receiver over the assets of the  
above-captioned defendants and relief defendants, (the “**Receiver**”), pursuant to

Fed. R. Civ. Pro. 45(g), hereby moves the Court for an Order holding third-party witness, Stephen Preziosi (“**Preziosi**”), in contempt of Court for failure to comply with the subpoena duces tecum served upon him on June 10, 2024 (“**Subpoena**”) and in support thereof states the following:

***Executive Summary***

As this Court is aware, throughout these proceedings, there has been “a scheme—clearly led and directed by one person or a group of people—to disrupt the orderly administration of this Receivership case.” See Doc. 638, p. 7. Attorney, Brent Winters (“**Winters**”), spearheaded this scheme, representing four-hundred Ponzi scheme victims. Winters along with the Oasis Helpers have continually impeded the Receivership by providing false information to victims and submitting meritless filings. Through Winters’ and the Oasis Helpers false representations, hundreds of thousands of dollars have been raised from misled investors to pay for legal fees for Michael DaCorta (“**DaCorta**”), who is serving a 23-year prison sentence for defrauding the same people. These Oasis Helpers and Winters are using victims’ funds to pay for DaCorta’s defense in this action and corresponding appeal. See Doc. 811.

After learning that Winters retained DaCorta’s trial counsel in this case and paid him \$100,000.00 (using victim funds) to act as his “co-counsel,” the Receiver subpoenaed documents from DaCorta’s lawyer before this Court (Mr. Kurpiers) and

recently his appellate lawyer—Preziosi. Preziosi’s sparse document production confirmed that he received \$155,450.00 to appeal this case for DaCorta, \$80,000.00 of which came from a 78-year-old investor victim. Preziosi failed to timely object to the Subpoena and admitted to the Receiver though he communicated with Winters and Winters’ office, he refused to produce documents evidencing those communications. He also acknowledged written and oral communications with various of the Oasis Helpers and claimed the few documents produced constituted all responsive documents—while insisting some documents were not required to be produced. Preziosi’s reluctance to comply with the Subpoena supports the Receiver’s theory that he is part of or being used by the scheme to undermine the Receivership. The Receiver believes this conduct and the use of victims’ funds to represent DaCorta constitutes “victim fraud.” Preziosi’s conduct serves to conceal these activities. His refusal to comply with the Subpoena has no basis and thus, Preziosi should be held in contempt of court for failing to obey the Subpoena and further directed to forthwith comply by producing the required evidence.

### ***Factual Background***

#### **A. CFTC Enforcement Action and the Receiver.**

On April 15, 2019, Plaintiff, the Commodity Futures Trading Commission (“CFTC”) filed this action against (1) defendants Oasis International Group, Limited (“OIG”); Oasis Management, LLC (“Oasis Management”); Michael J.

DaCorta (“**DaCorta**”); Joseph S. Anile, II (“**Anile**”); Francisco “Frank” L. Duran (“**Duran**”); Satellite Holdings Company (“**Satellite Holdings**”); John J. Haas (“**Haas**”); and Raymond P. Montie, III (“**Montie**”) (collectively, the “**defendants**”) and (2) relief defendants Fundadministration, Inc.; Bowling Green Capital Management, LLC; Lagoon Investments, Inc.; Roar of the Lion Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922 Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC (collectively, the “**relief defendants**”). The defendants and relief defendants are referred to as the “**Receivership Entities.**”

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

On the same day the CFTC filed its complaint, April 15, 2019, the Court entered an order appointing the Receiver as temporary receiver for the Receivership Entities (the “**SRO**”). The Court directed the Receiver, 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.” The SRO also imposed a temporary injunction against the defendants and relief defendants and froze their assets.

Subsequently, all defendants and relief defendants either defaulted or consented to the entry of a preliminary injunction against them. On July 11, 2019, the Court entered a Consolidated Receivership Order, which is now the operative document governing the Receiver’s activities (the “**Consolidated Order**”). Pursuant to the Consolidated Order and its predecessors, the Receiver has the duty and authority to (1) administer and manage the business affairs, funds, assets, and any other property of the Receivership Entities; (2) marshal and safeguard the assets of the Receivership Entities; and (3) investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary.

## **B. The Criminal Convictions.**

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme – (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II*, Case No. 8:19-cr-334-T-35CPT (M.D. Fla.). Similarly, on December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire and mail fraud as well as engaging in an illegal monetary transaction. *See United States of America v. Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.). After two weeks of testimony and argument before the Honorable William F. Jung and less than four hours of deliberation, a jury found DaCorta guilty on all three counts on May 4, 2022. Judge Jung also ordered DaCorta to pay restitution in the amount of \$53,270,336.08, jointly and severally with defendant Anile. DaCorta’s appeal of his criminal conviction was rejected by the 11<sup>th</sup> Circuit Court of Appeals. *See United States of America v. Michael J. DaCorta*, Case No. 22-13564 (11<sup>th</sup> Cir. 2024).

In this action, judgment has been entered against all defendants by default or consent except DaCorta. DaCorta, through Mr. Kurpiers’ representation, defended the case until the Court entered summary judgment in favor of the CFTC and denied DaCorta’s motion for summary judgment. DaCorta was found to have committed forex fraud (by making misrepresentations, misleading statements, or deception

omissions), committed fraud and deceit as a commodity pool operator (“**CPO**”) and associated person (“**AP**”) of a CPO, failed to register as a CPO and retail forex CPO and AP of a CPO and AP of retail forex CPO, failed to receive pool funds in pools’ names and commingled pool funds, and failed to provide pool disclosures. In granting summary judgment, this Court entered broad relief including injunctive relief, restitution, and a civil penalty.

### **C. Winters and the “Oasis Helpers” Revictimize Ponzi Scheme Investors.**

As early as April 16, 2020, investor victims of the Ponzi Scheme began to raise money for their “attorney,” Winters. The fundraising attempts were usually premised on the false assertion that individuals—Winters, the Oasis Helpers and others—can help the investors recover all their money if they only pay a few thousand dollars for his services. Winters appears to have been recruited by a small number of Oasis investors that identify themselves as the “Oasis Helpers,” a group led by an individual named Greg Mellick (“**Mellick**”). The group has its own website (oasisreplevin.net), which is rife with false and misleading information as well as personal attacks against the Receiver, his professionals, the CFTC, and prosecutors. The Receiver believes this website is intended to deceive claimants—400 of whom are represented by Winters in the claims process—while seeking contributions to fund frivolous legal efforts attacking the Receiver and the Receivership while defending DaCorta. The most recent solicitation advises victims

that DaCorta has a claim against the government for over \$700,000,000 and from that he will assure that his victims receive all of their money back. This claim is preposterous—and the victims are advised that only those who send in money will be able to participate in this fantasy recovery. The outrageous nature of this egregious fraud is enhanced by the fact that it is directed at innocent victims who naively follow the lies of the Oasis Helpers and contribute money that cannot possibly help them.<sup>1</sup>

As recently as last month, the Oasis Helpers invoiced an investor victim more than \$5,000 and acknowledged funds raised were used to pay Winters and other attorneys representing DaCorta—including Preziosi (“**Letter**”). The Letter is attached **Exhibit “1.”** Specifically, the Oasis Helpers stated that:

- Thank you for any advance contribution you made under the 2.5% plan! Those advances covered almost all the attorney costs accumulated since the opening of the case. Now it’s time to prepare for the next phase of anticipated legal expenses. With this Invoice, we’re preparing to meet the expenses that will be coming due as the case continues to develop. Exh. 1, p. 4.
- We previously explained that your Attorney-Client Agreement is a Contingency Agreement form of Contract with attorney Brent Winters. We also explained that quarterly installments that you contributed toward the Agreement will be deducted from the amount due under this first Invoice. Exh. 1, p. 3.
- As you know, the attorney who wrote and filed Michael’s Brief [Preziosi] was funded by our group's private money. Exh. 1, p. 2.

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<sup>1</sup> In addition—five victims, surely prompted by the Oasis Helpers, have filed complaints with the Florida Bar against Mr. Wiand the Receiver.



- We've examined court records, identified overlooked exculpatory facts, organized, and published informative explanations, and helped our attorneys use the law to build the strong case presented to the Appellate Court. Without your willingness to fund those attorneys, none of this would have been possible. Exh. 1, p. 1.

The Letter also misleads investors regarding the merits of the CFTC's claims against DaCorta and shows a scheme to squeeze more money out of investors with false hope that DaCorta could recover \$700,000,000 that he would reserve for these revictimized investors.

- We hope you read the Brief submitted to the Court of Appeals on behalf of Michael DaCorta because it clearly highlights the lack of due process and evidence supporting the CFTC's allegations. Exh. 1, p. 2.
- The CFTC's case was built on false allegations, ambiguities, and misunderstandings, not facts. *Id.*
- We've always focused on the core problem: the facts presented in the CFTC's case don't add up. Lenders should never have suffered the losses they have. *Id.*
- In other words, the government was aware when it tried Michael [DaCorta] that it was already potentially liable to return over \$700 million in damages if they lost the case against him. Exh. 1, p. 6.
- Since the Court specifically stated that lenders have no standing in the case, Michael has agreed to compensate those like you who help him prevail. Exh. 1, p. 4.
- ...there remains our work for restitution of all money pledged by the terms and conditions of your Promissory Note & Agreement. Exh. 1, p. 1.
- Some people are under the false assumption that if Michael wins the civil case that all lenders will be compensated as a result and for that reason, they haven't contributed anything to his defense. That's not how it works. Exh. 1, p. 4.

In addition to manipulating investor victims out of more money, the Letter villainizes the Receiver, claiming the Oasis Helpers have been holding the Receiver “accountable for identifiable abuses of the authority granted him by the Court,” and that the Receiver’s abuses are addressed in Preziosi’s appellate brief. Moreover, the Letter claims that the “Receiver and his associates have profited immensely from the Receivership.” *Id.* at 1, 2.

**D. DaCorta Retains Counsel—including Preziosi—for \$255,000.00 using Investor Victims’ Funds.**

Although the Receiver seized and liquidated some of DaCorta’s assets, he continues to be subject to an asset freeze. On July 29, 2022, Mr. Kurpiers entered an appearance in this case on DaCorta’s behalf and began to aggressively litigate the case. The Receiver questioned how DaCorta was paying for this lawyer and subpoenaed Mr. Kurpiers. According to Mr. Kurpiers’ Retainer Agreement, Winters paid him \$100,000.00, on DaCorta’s behalf, to act as his (Winters) “Co-Counsel,” even though Winters never made an appearance in this case. The Receiver uncovered that those funds were derived from deposits made by certain Oasis investors who have claimed to be represented by Winters. The bank account the Kurpiers fees came from is controlled by Winters’s wife, and certain Oasis Helpers. Bank records showed that over \$300,000 had been raised from victim investors—\$100,000 was used to pay Mr. Kurpiers and the rest was sent to Intermountain

Precious Metals—an Idaho entity that has so far refused to comply with a subpoena and has been held in contempt as a result. See attached **Exhibit “2.”**

Mr. Kurpiers unsuccessfully prosecuted and defended against cross motions for summary judgment. This Court granted the CFTC’s motion for summary judgment—finding no evidence to contest any material claim of the CFTC—and denied DaCorta’s motion. On December 6, 2023, this Court entered judgment against DaCorta in the amount of \$53,270,336.08 plus post-judgment interest and a civil penalty of \$8,453,628.48. Nothing has been paid.

With Winters’ and Mellick’s assistance, in January 2024, DaCorta retained Preziosi to appeal the summary judgment order and agreed to pay a \$155,450.00 retainer fee. The Receiver subpoenaed Preziosi to determine how DaCorta was paying him. In February of 2024, Prezioso received an \$80,000.00 check from a woman reported to be Mellick’s former girlfriend and 78-year-old victim of the Ponzi scheme. Subsequently, Preziosi received a \$75,450.00 wire transfer from another individual who is believed to be one of the Oasis Helpers. Preziosi filed an appellate brief on DaCorta’s behalf on June 25, 2024. *See generally C.F.T.C. v. DaCorta*, Case No. 24-10132-AA (11th Cir.). The appeal is intended, in part, to undermine the Receivership and the rights of the claimants. As set forth in the Letter, the victims were told that the appeal will somehow allow DaCorta to recover funds from the CFTC and the Receiver and he will compensate the victims. The deception

and abuse to the victims is outrageous as is the conflict that exists for the lawyers who are representing DaCorta supposedly to benefit the investors who Winters represents.

#### **E. The Preziosi Subpoena.**

On June 10, 2024, the Receiver served Preziosi with the Subpoena directing him to produce documents evidencing the source of funds used for his retention as DaCorta's appellate counsel and communications with Winters, Mellick, and the "Oasis Helpers." The Subpoena also required the production of all communications relating to Preziosi's retention and compensation. The Subpoena and Affidavit of Service are attached as **Exhibit "3."** Preziosi did not object within fourteen days after the Subpoena was served, as required by Rule 45(d)(2)(B), and instead contacted the Receiver confirming he spoke with Winters once and communicated with Mellick multiple times indicating that communications with the latter were in part in writing. Preziosi also has indicated that he communicated with Jason McKee, one of the Oasis Helpers and a signatory on a bank account used to hold victims' funds.

Preziosi produced four documents on July 11 and 19, 2024 (an engagement letter, a document showing Preziosi's receipt of a \$74,450.00 wire transfer [omitting the transferor information], a copy of the \$80,000.00 check) but refused to produce written communications with Mellick. Critically, Mellick is not an attorney or

paralegal. Preziosi also failed to produce any documents relating to arrangements for payment to him including documents arranging for the wire transfer and delivery of the check for \$80,000.00. On July 31, 2024, Receiver's counsel requested that Preziosi produce a log of withheld documents and to note the reason for withholding such documents within five days. In response, Preziosi claimed he produced all responsive documents and would be seeking to modify the Subpoena. Preziosi has since claimed he does not have any "logs" and filed a motion with this Court to be admitted Pro Hac Vice for the purpose of litigating the Subpoena. The Receiver did not oppose this motion. Preziosi later indicated that he would file objections with this Court by Monday August 12, 2024. This of course did not occur.

### ***Memorandum of Law***

Fed. R. Civ. Pro. 45(g) provides that the court may, "...hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it." Here, despite receiving the Subpoena in June and repeated requests to provide all responsive documents and a privilege log to identify withheld documents, Preziosi has refused to fully respond to the Subpoena. Moreover, Preziosi waived all objections to the Subpoena by failing to object within fourteen days of service. *See* Rule 45(d)(2)(B), *Federal Rules of Civil Procedure*.<sup>2</sup> Thus, Preziosi's failure to fully comply with the Subpoena is without adequate excuse and

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<sup>2</sup> *See also, Chiropractic v. Dental Equities, llc*, 2023 WL 8437705 (M.D. Fla. 2023).

warrants an order of contempt. The Court should further order that he comply with the subpoena forthwith, provide a log of all withheld documents stating the basis for his refusal to produce the documents and directing that he pay all of the legal fees incurred by the Receiver in enforcing the Subpoena.

WHEREFORE, the Receiver moves this Honorable Court to enter an order of contempt against Preziosi for his failure to obey the Subpoena, compelling Preziosi to produce all items requested in the Subpoena, including but not limited to all communications with Mellick and the Oasis Helpers, and directing Preziosi to reimburse the Receiver for attorney's fees and costs incurred herein.

Local Rule 3.01(g) Certification

The undersigned certifies that the Receiver has conferred with Preziosi, both by telephone and written correspondence, and was unable to agree on the resolution of this Motion. The CFTC raises no objection to this motion.

DATED: August 16, 2024.

ENGLANDER FISCHER

/s/ Beatriz McConnell

BEATRIZ MCCONNELL

Florida Bar No. 42119

Primary: [bmccconnell@eflegal.com](mailto:bmccconnell@eflegal.com)

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Attorneys for the Receiver

UNITED STATES DISTRICT COURT  
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TAMPA DIVISION

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Relief Defendants.

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**RECEIVER'S MOTION FOR CONTEMPT AGAINST  
STEPHEN PREZIOSI**

EXHIBIT “1”

From: **Oasis Helpers** <[oasishelpers@oasisreplevin.net](mailto:oasishelpers@oasisreplevin.net)>  
Date: Thu, Jul 18, 2024 at 9:18 AM  
Subject: Attorney-Client Invoice  
To: [REDACTED]

Dear [REDACTED],

## PRIVELEGED ATTORNEY-CLIENT CORRESPONDENCE

PRIVATE & CONFIDENTIAL – DO NOT SHARE OR DISTRIBUTE

We Stand on This: Deliver the Truth

*"Then you will know the truth, and the truth will set you free."*

John 8:32

### Thank You!

Thank you so much for your financial and emotional support in our fight to uncover the truth in the Oasis case. Without our collective efforts and your financial backing, this battle would have ended long ago, with every lender a loser. The struggle for truth has been hard and long, with no public victories with which to celebrate our progress. Yet, you have remained steadfast, united, and unwilling to accept falsehoods and victimhood. We celebrate you with sincere appreciation.

Our victories have come in the form of factual discoveries that exposed misleading, dishonest, and costly actions. We've examined court records, identified overlooked exculpatory facts, organized, and published informative explanations, and helped our attorneys use the law to build the strong case presented to the Appellate Court. Without your willingness to fund those attorneys, none of this would have been possible. However, there remains our work for restitution of all the money pledged by the terms and conditions of your Promissory Note & Agreement.

To ensure everyone understands our efforts and end goals, it's important to address some misconceptions. The Receiver has repeatedly claimed that our group has slowed down the



recovery process and interfered with his work. That is untrue. Following the advice he gave in his Claims Instruction form, we sought legal counsel to help streamline the claims process. Guided by your POA, Mr. Winters, we have always worked to simplify and expedite the Receiver's work, yet we've repeatedly had to clarify our position while holding him accountable for identifiable abuses of the authority granted him by the Court. Many of these abuses are addressed by the recently filed Appellate Brief.

Transparency in the handling of Oasis' assets is crucial because they are the repositories of lender money. The Receiver and his associates have profited immensely from the Receivership Estate, while lenders have only recovered 33% of their original investment and he offers little hope of our recovering much more from his efforts.

**WE'VE ALWAYS FOCUSED ON THE CORE PROBLEM: THE FACTS PRESENTED IN THE CFTC'S CASE DON'T ADD UP. LENDERS SHOULD NEVER HAVE SUFFERED THE LOSSES THEY HAVE.**

We hope you read the Brief submitted to the Court of Appeals on behalf of Michael DaCorta because it clearly highlights the lack of due process and evidence supporting the CFTC's allegations. The CFTC's case was built on false allegations, ambiguities, and misunderstandings, not facts. As you know, the attorney who wrote and filed Michael's Brief was funded by our group's private money. Without your support, the correct facts and arguments would not have reached the proper court for review as they now have.

The Receiver acts as if the money used to hire Mike's legal counsel was sourced out of assets that should belong to the Receivership Estate rather than from lender's personal funds. He tried to control our funds to prevent Mike from hiring a competent attorney to effectively argue the facts and expose the errors that occurred in the lower court. It's easier to defeat an opponent who doesn't have any means to defend himself.

In a hearing on 15 June 2021 (nearly a year before Mike's criminal trial), the Receiver revealed his mistaken belief that the civil case related to the criminal matter because "they relate to the same conduct" [though they don't], and that for the CFTC, Mike's criminal conviction "would probably leave the [civil] case with nothing more than a summary judgment to bring the case to a conclusion." [but it didn't, as clearly explained in the Appellant Brief] (See 21-06-15 Evidentiary Hearing Transcript, p. 102, lines 6-25)

Of necessity, the Brief only addresses the five counts in the civil case and not the unrelated issues presented in the criminal trial. By law, the Appeals Court is obliged to review ONLY those issues raised in the civil case proceedings. They will be looking for errors made in civil court, not to any that might be found in the criminal case.

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## Message At-A-Glance

- Calculate what a full recovery of your Oasis investment would mean.
- This the First Invoice on your Attorney-Client Agreement, which is based on Section III. – Attorney’s Compensation paragraph 2. Recovery Fee (15%) found on page 3 of your Attorney-Client Agreement.
- We previously explained that your Attorney-Client Agreement is a Contingency Agreement form of Contract with attorney Brent Winters. We also explained that quarterly installments that you contributed toward the Agreement will be deducted from the amount due under this first Invoice.
- You may have more than one Claim. If so, you will receive an email for each one showing individually how much was refunded to each individual claim and what the individual claim’s 15% share is, but **only ONE invoice will show the Sum of All Contingent Fees due (if any) and the Sum of All your contributions paid in Advance. That’s the ONLY Invoice you should pay from.**
- You’ll find the detailed discussion about contingency agreements from our earlier email at the end of this one in case you overlooked it.
- **NOTICE:** We recognize that you may be unable to pay the full invoice in one lump sum. For example, if the invoice is charged to a recovery that went into your IRA or 401k fund, you won’t have access to those funds without suffering a penalty for early withdrawal. If you’re in a situation like that, our Treasurer will be happy to work out terms for payment over time that your budget will comfortably accommodate. Contact information for him is on the last page.

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## Why Now?

Thank you for any advance contribution you made under the 2.5% plan! Those advances covered almost all the attorney costs accumulated since the opening of the case. Now it's time to prepare for the next phase of anticipated legal expenses. With this Invoice, we're preparing to meet the expenses that will be coming due as the case continues to develop.

Even though nothing is guaranteed, if Michael DaCorta wins his appeal, the Appellate Court will most likely return one of the following results:

1. The case will be returned to the District Court for a jury trial; or
2. The case will be returned to the District Court for settlement; or
3. The case will be dismissed for lack of judicial standing.

Any of these results will be good news, but no matter what, we'll still have to hire another attorney. In the first instance we'll need a new trial attorney to present the case to a jury. Under the second, we'll need one to help negotiate a settlement. Or we may need an attorney to press a new suit for expenses, losses, and damages.

NOTICE: Some people are under the false assumption that if Michael wins the civil case that all lenders will be compensated as a result and for that reason, they haven't contributed anything to his defense. That's not how it works.

As we've explained many times, Michael DaCorta is the only defendant left contesting the Summary Judgment awarded to the CFTC last December, and only those with Attorney-Client Agreements have made possible a winning defense for him. All the other named defendants signed off last year and surrendered their right to contest the settlements they agreed to. Consequently, the rewards of a win will justifiably belong to Michael DaCorta. Since the Court specifically stated that lenders have no standing in the case, Michael has agreed to compensate those like you who help him prevail.

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## Calculate Your Recovery Goal

Attached to this email is a little Excel spreadsheet you can use to instantly figure out approximately what the minimum amount of your claim would already be worth if it hadn't been interrupted by the CFTC's Complaint. Just enter your claim amount over the blue \$10,000 figure and the spreadsheet will calculate how much your claim would have earned year by year if you were just paid 1% per month (which compounds to 12.6825% per year). The result you get is our minimum goal for your full recovery.

If you don't have Excel, you can calculate the results for the anniversary dates of 4/12/25 and 4/12/26 by doing the following:

- For 2025: Multiply your claim amount by 2.047099
- For 2026: Multiply your claim amount by 2.306723

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## Oasis' Full Recovery

In December 2021, Michael DaCorta filed a Motion to Dismiss spreadsheet, included as Exhibit D, that showed estimated total personal and Company losses adding up losses totaling \$702,624,141. That was 3 ½ years ago.

Lender losses were included as part of the "OIG 3 years of Lost Spread Revenue" figure of \$350,000,000 in the "Cash and Lost Opportunity Costs" section because you would either have shared 25% of that figure or 1% of your loan balance under the terms of the Promissory Note and Loan Agreement paragraph 1 (Exhibit E).

In other words, the government was aware when it tried Michael that it was already potentially liable to return over \$700 million in damages if they lost the case against him. Is it any wonder that he lost the criminal trial when he was defended by public defenders working for the same government that practically had to convict him?

This explains why we're so happy you helped get the case moved to the Appeals Court where it's being handled by a skilled attorney who specializes in appeals, who doesn't work in the Tampa District Court, and has NO TIES TO THE GOVERNMENT!

**HELP REQUEST:** We are asking for help from anyone who is familiar with the use of Excel spreadsheets who would be willing to volunteer some hours to research court documents and compile information from them. Please contact us by return email to: [OasisHelpers@OasisReplevin.net](mailto:OasisHelpers@OasisReplevin.net) Thank you.

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## Invoice

All deductible contributions, whether paid by one account holder or credited to a bundled group, are shown in No. 9, below.

A copy of this email will be sent for each individual Oasis Acct. Pay only from the one email that shows a Total Due & Payable in **Blue at #10**). This amount is the total due individually or as one sum for your group.

**NOTICE: If the #10 in blue is in BRACKETS, it's a CREDIT on your account - DO NOT PAY a Number in Brackets!**

1. Oasis Acct. No. ----- [REDACTED]
2. Registered Acct. Name ----- [REDACTED]
3. Acct. Holder ----- [REDACTED]
4. Claim No.----- [REDACTED]
5. Total Claim Refund ----- \$- (Refunds for this claim only)
6. This Claim's 15% Share ----- \$-
7. Total of Refunds ----- \$- (**only shows if more than 1 claim**)
8. 15% Contingency Fee ----- \$- (total fees owed)
9. (minus) Total Advances ----- **(\$5,171.24)** (total advance contributions)
- 10. = Total Due & Payable--- **(\$5,171.24)****

**Please address your check to The Trust, LLT and send to:**

The Trust, LLT

PO Box 626

Elkville, IL 62932

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**For Payment Terms & Questions**

Please contact Jason at: [Treasurer@OasisReplevin.net](mailto:Treasurer@OasisReplevin.net)

Provide a phone number with the best day and time for him to reach you.

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## Review of Attorney-Client Contingency Agreements

All advance contributions to your Lender's Client Fund under your Lender's Attorney-Client Agreement are deductible from contingent Attorney Compensation per the Agreement's terms. Other expenses were paid from voluntary donations.

Those with only a Power of Attorney paid **nothing** other than a voluntary donation in an amount of their choosing to obtain Mr. Winters' services in filing and attending to their claim(s). Many donations were only \$25, which would cover 4.2 minutes at the Receiver's hourly rate or 2-10 minutes of work from the attorneys he has hired. (Hired attorney rates range from \$240-1,100/hour).

The Attorney-Client Agreement is an inexpensive legal **contingency** contract. Typical legal contingency agreements bill 30-50% of recoveries or settlements. The reason they are so high is that the lawyer assumes all the risks and covers all the expenses involved with resolving the case. The client takes no risk up front, so it costs them more in the end.

- Under a contingency agreement, the attorney does not charge the client up front but receives a percentage of the proceeds received during or after the case is over. Often, as in our case, the fee depends on the amount recovered.
- There's no standard contingency fee contract or fee. Law firms draft their own attorney-client agreements based on case type and value.
- Prospective clients must negotiate and sign contingency fee contracts with lawyers before representation begins.

A contingency agreement is any contract that depends on one or more events that may or may not take place. The Attorney-Client Agreement provides that Clients pay Mr. Winters an amount **contingent** upon the entire amount they recover.

- You will find your contingency costs listed under Section III – Attorney’s Compensation (p. 2) of your Attorney-Client Agreement.
- Most of those with an Attorney-Client Agreement voluntarily paid 2.5% of their claim into a Client Fund. Whatever is paid into that fund is fully deductible from Attorney compensation charges.

**NOTICE:** SERVICES PROVIDED UNDER POWER OF ATTORNEY (POA) AGREEMENTS WILL BE TERMINATED WHEN THE 11<sup>TH</sup> CIRCUIT COURT OF APPEALS DECISION IN THE CIVIL CASE IS FILED.

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

Pray for Replevin

Attached:

21-06-15 Evidentiary Hearing Transcript (page 102)  
Exhibits D & E to Doc. 454 – Dec. 2021 Motion to Dismiss.

Recovery Calculation Spreadsheet



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

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

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

FUNDAMADMINISTRATION, 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 FOR CONTEMPT AGAINST  
STEPHEN PREZIOSI**

EXHIBIT “2”

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF IDAHO

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

Plaintiff,

v.

INTERMOUNTAIN PRECIOUS METALS  
LLC,

Defendant.

Case No. 1:24-mc-00086-AKB

**MEMORANDUM DECISION  
AND ORDER**

Pending before the Court is Plaintiff Burton W. Wiand's Motion to Compel Compliance with Non-Party Subpoena Duces Tecum and for Sanctions. (Dkt. 1). For the reasons set forth below, the Court grants the motion.

**I. BACKGROUND**

This action is an ancillary proceeding to an ongoing lawsuit in the United States District Court for the Middle District of Florida. (*See Commodity Futures Trading Comm'n v. Oasis Int'l Group, Ltd., et al.*, Case No. 8:19-cv-00886-VMC-SPF). The defendants in the underlying lawsuit were alleged and adjudicated to have violated federal commodities law by defrauding investors of over \$50 million. (*Id.*, Dkts. 780, 781). Relevant here, the court in the underlying lawsuit appointed Plaintiff Burton W. Wiand as receiver of the assets for several of the underlying defendants. (Dkts. 7, 177).

In December 2023, Wiand served a subpoena duces tecum on Intermountain Precious Metals LLC (IPM), a non-party to the underlying lawsuit, requesting documents from IPM that

Wiand believed were relevant to identify receivership assets. (Dkt. 1-2). The deadline to respond to the subpoena was January 2, 2024. (*Id.*). IPM neither complied with nor objected to the subpoena by that date and has since refused to respond to the subpoena.

In April 2024, Wiand initiated this action by filing the motion to compel and for sanctions. (Dkt. 1). The motion requests that the Court compel IPM to comply with the subpoena, hold IPM in contempt of court, and award Wiand costs and attorney fees associated with the motion.<sup>1</sup> (*Id.*). In response to the motion, Nathan Young appeared pro se on behalf of IPM—which remained unrepresented by an attorney—and filed a response and sur-reply in opposition to the motion to compel and for sanctions. (Dkts. 3, 7).

On June 18, 2024, the Court issued its Order to Show Cause, explaining that IPM could not proceed pro se in this matter; Mr. Young could not appear on behalf of IPM; Mr. Young's response and sur-reply memoranda would not be considered by the Court; and IPM had failed to formally appear in this action or respond to the motion to compel. (Dkt. 8). The Order gave IPM until July 19, 2024, to advise the Court as to how it will be represented and comply with District of Idaho Local Civil Rule 83.4(d) (Dkt. 8); *see also* Dist. Idaho Loc. Civ. R. 83.4(d) (“Appearance by Entities Other than an Individual. Whenever an entity other than an individual desires or is required to make an appearance in this Court, the appearance shall be made only by an attorney of the bar of this Court or an attorney permitted to practice under these rules.”). Specifically, the

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<sup>1</sup> Wiand has also requested the Court transfer the adjudication of this motion to the issuing court because, in his view, transfer will provide more efficient resolution of the motion and any other subpoena issues that arise. (Dkt. 1, at p. 7) (citing 2013 Advisory Comm. Notes to Fed. R. Civ. P. 45(f)). The Court denies this request. IPM has not consented to transfer, and there are no exceptional circumstances that justify transfer. *See* Fed. R. Civ. P. 45(f). Transfer would burden IPM, a non-party, and the Court is not persuaded the issuing court is better situated under the circumstances to resolve the motion to compel and for sanctions. *See* 2013 Advisory Comm. Notes to Fed. R. Civ. P. 45(f).

Order stated, “[f]ailure to file said notice and comply with Local Civil Rule 83.4(d) may be construed as IPM’s consent to the Court granting the motion to compel.” (Dkt. 8, at p. 3).

On July 18, 2024, in response to the Court’s Order to Show Cause, Mr. Young filed two notices. The first notice stated IPM “is seeking counsel and intends to proceed with legal representation.” (Dkt. 9). The second notice stated Mr. Young was asserting “his right to Fifth-Amendment protection.” (Dkt. 10).

## II. LEGAL STANDARD

Federal Rule of Civil Procedure “45(g) permits the Court to hold a non-party who fails to comply with a subpoena in contempt, including a finding that any objections have been waived.” *Hyde v. Cnty. of Sutter*, No. 2:20-CV-0577-DJC-DMC, 2023 WL 3062047, at \*1 (E.D. Cal. April 24, 2023) (citation omitted). Under Federal Rule of Civil Procedure 45(g), “[t]he court for the district where compliance is required . . . may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.” Rule 45 does not define “adequate excuse.” *See* Fed. R. Civ. P. 45 Advisory Committee’s Note to 1991 Amendment.

## III. ANALYSIS

The Court will grant the motion to compel and for sanctions to the extent it requests that the Court hold IPM in contempt of court. IPM has not complied with the Court’s Order to Show Cause by failing to obtain counsel and has, consequently, failed to formally appear in this action or oppose the motion. As a result, the Court can only conclude that IPM is in contempt of court for wrongfully refusing to comply with a valid subpoena.

### A. IPM’s Failure to Comply with the Court’s Order to Show Cause

As a preliminary matter, IPM has not complied with the Court’s Order to Show Cause. As already explained, the Court’s Order gave IPM until July 19, 2024, to advise the Court how it

would be represented pursuant to District of Idaho Local Civil Rule 83.4(d) and warned that failure to comply with Local Civil Rule 83.4 would be considered IPM's acquiescence to the Court granting the motion. *See* Dist. Idaho Loc. Civ. R. 7.1(e)(1). In other words, IPM had until July 19, 2024, to obtain counsel and notify the Court of such, or else the Court would construe IPM's non-appearance as its non-opposition to the motion.

Unfortunately, IPM did not retain counsel by July 19, 2024, and remains unrepresented. (Dkt. 9). Although IPM is apparently "seeking" counsel and "intends" to obtain legal representation, it does not indicate what additional time is needed to obtain counsel or what, if any, efforts have been made to that end so far. (*Id.*). As a result, it is unclear if IPM has attempted in good faith to comply with the Court's order or if providing additional time would ensure that IPM obtains counsel. In short, although it has been over forty days since the Court issued its Order to Show Cause, IPM has neither obtained counsel nor explained why it has failed to do so. Accordingly, IPM has not complied with the Order to Show Cause, and the Court declines to provide any additional time for IPM to find counsel. Instead, as promised, the Court construes IPM's non-appearance and failure to respond to the motion as its consent to the Court granting it. *See* Dist. Idaho Loc. Civ. R. 7.1(e)(1).

## **B. The Motion to Compel and for Sanctions**

Based on IPM's non-appearance and non-opposition to the motion, the Court can only conclude based on the record before it that IPM has wrongfully refused to comply with the subpoena and, accordingly, is in contempt of court. "When a nonparty is served with a subpoena, it has three options: it may (1) comply with the subpoena, (2) serve an objection on the requesting party in accordance with Rule 45(d)(2)(B), or (3) move to quash or modify the subpoena in accordance with Rule 45(d)(3)." *Konyen v. Lowes Home Centers, LLC*, No. 3:22-CV-00538-MMD-CLB, 2024 WL 1961913, at \*3 (D. Nev. May 3, 2024) (citation omitted). Objections to a

subpoena must be served before the earlier of the time specified for compliance or fourteen days after the subpoena is served. *See* Fed. R. Civ. P. 45(d)(2)(B). To quash a subpoena, a party must file its motion to quash before the time specified in the subpoena for compliance. *See Canton v. U.S. Foods, Inc.*, No. 22-cv-04226-TLT (LJC), 2023 WL 4053798, at \*3 (N.D. Cal. June 16, 2023) (citation omitted). “If a nonparty fails to timely and properly object to a subpoena, its objection is generally waived.” *United States v. Rhodes*, No. 1:23-mc-00304-BLW, 2024 WL 915004, at \*2 (D. Idaho Mar. 4, 2024). Moreover, if a “nonparty fails to object to a subpoena, the proper procedure is for the requesting party to seek an order of contempt under Civil Rule 45(g).” *In re Pham*, No. CC-17-1000-LSTa, 2017 WL 5148452, at \*7 (9th Cir. Nov. 6, 2017) (citations omitted).

To establish civil contempt, the moving party has the burden of showing by clear and convincing evidence that the responding party violated a specific court order. *See Moore v. Chase, Inc.*, No. 1:14-cv-01178-SKO, 2015 WL 5732805, at \*3 (E.D. Cal. Sept. 29, 2015) (citing *FTC v. Affordable Media, LLC*, 179 F.3d 1228, 1239 (9th Cir. 1999)). If the moving party satisfies that burden, the burden shifts to the responding party to show why compliance was not possible. *Id.* “Proper subpoenas issued by attorneys on behalf of the court are treated as orders of the Court.” *Id.* at \*2 (citation omitted).<sup>2</sup>

Here, Wiand has established that he served a valid subpoena on IPM on December 11, 2023, and that IPM did not move to quash or otherwise serve a timely objection to the subpoena

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<sup>2</sup> Before being held in contempt, a non-party is generally entitled to notice and an opportunity to be heard. *See In re Pham*, No. CC-17-1000-LSTa, 2017 WL 5148452, at \*7 (9th Cir. Nov. 6, 2017). IPM has had both in this case. IPM received notice the Court would consider whether IPM was in contempt of court when Wiand filed his motion in April 2024. IPM had the opportunity to respond to the accusation it was in contempt of court but, as explained, failed to obtain counsel as required by Local District Rule 83.4(d). Then, in its Order to Show Cause, the Court provided IPM additional time to obtain counsel and respond to the motion. But, again, IPM failed to do so.

as prescribed by Rule 45(d). (Dkts. 1, 1-1). IPM therefore waived any objection to the subpoena and was obliged to produce the subpoenaed documents as a result. Further, because IPM has failed to formally appear in this proceeding pursuant to Local Civil Rule 83.4(d), the Court cannot conclude IPM had any adequate excuse for refusing to comply with the subpoena. Thus, pursuant to Rule 45(g), the Court finds IPM is in contempt of court. Accordingly, IPM is subject to sanctions, including the reasonable attorney fees and costs of this motion incurred by Wiand, unless IPM complies with the subpoena within thirty days of this order. *See Moore*, 2015 WL 5732805, at \*3 (citation omitted) (“A civil contempt order must include a ‘purge’ condition which provides the contemnor with an opportunity to comply with the order before payment of the fine or other sanction becomes due.”).

Lastly, the Court briefly addresses Mr. Young’s purported assertion of his Fifth Amendment privilege against self-incrimination in response to the subpoena served on IPM. (Dkt. 10). “The Fifth Amendment privilege against compulsory self-incrimination is personal in nature.” *United States v. Feng Juan Lu*, 248 F. App’x 806, 807 (9th Cir. 2007) (citing *Bellis v. United States*, 417 U.S. 85, 90 (1974)). “[C]ollective entities do not enjoy this privilege because they are legal entities distinct from their members.” *Id.* Thus, “an individual who holds records in a representative capacity cannot rely upon the privilege to avoid producing the records of the collective entity.” *Id.* (citing *Braswell v. United States*, 487 U.S. 99, 108-09 (1988)). Relevant here, LLCs are collective entities. *Id.* at 808 (concluding single-member LLC was a collective entity and the member could not assert her Fifth Amendment privilege on behalf of the LLC). Therefore, to the extent Mr. Young attempts to resist disclosing the subpoenaed documents of IPM by asserting his privilege against self-incrimination, he is mistaken. Mr. Young’s protection

against self-incrimination is personal to him and does not provide grounds for disobeying the subpoena.

#### IV. ORDER

**IT IS ORDERED that:**

1. The Motion to Compel Compliance with Non-Party Subpoena Duces Tecum and for Sanctions (Dkt. 1) is **GRANTED**. Intermountain Precious Metals, LLC is in CONTEMPT OF COURT for failing to comply with the subpoena served on it by Plaintiff Burton W. Wiand. IPM is subject to sanctions, including the reasonable attorney fees and costs of this motion incurred by Wiand, unless it complies with the subpoena within thirty (30) days of this order.

2. If IPM fails to comply with the subpoena and produce the subpoenaed documents within thirty (30) days of this order, Wiand is directed to submit a memorandum of costs for the reasonable expenses, including attorney fees, incurred in making this motion.



DATED: August 05, 2024

*Amanda K. Brailsford*

Amanda K. Brailsford  
U.S. District Court Judge



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

COMMODITY FUTURES TRADING  
COMMISSION,

Plaintiff,

v.

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

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

FUNDAMADMINISTRATION, 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 FOR CONTEMPT AGAINST  
STEPHEN PREZIOSI**

EXHIBIT “3”

## UNITED STATES DISTRICT COURT

for the

Middle District of Florida



COMMODITY FUTURES TRADING COMMISSION

*Plaintiff*

OASIS INTERNATIONAL GROUP, LIMITED, et al.

*Defendant*

Civil Action No. 19-CV-886-T-33SPF

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Stephen Preziosi, 48 Wall Street, 11th Floor, New York, NY 10005

*(Name of person to whom this subpoena is directed)*

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Documents specified in Attachment A

Place: electronically to mlockwood@guerrapartners.law OR  
drop off at Veritext Legal Solutions, 7 Times Square,  
16th Floor, New York, NY 10036

Date and Time:

06/14/2024 12:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 05/17/2024

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk**/s/ Chemere Ellis**Attorney's signature*

The name, address, e-mail address, and telephone number of the attorney representing *(name of party)* Burton W. Wiand, as Receiver, who issues or requests this subpoena, are:

Chemere Ellis, 1408 N. West Shore Blvd., Suite 1010, Tampa, FL 33607, 813-347-5139.**Notice to the person who issues or requests this subpoena**

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 19-CV-886-T-33SPF

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* \_\_\_\_\_  
on *(date)* \_\_\_\_\_.

☐ I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_

\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the subpoena unexecuted because: \_\_\_\_\_

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_.

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc.:

**Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)****(c) Place of Compliance.**

**(1) For a Trial, Hearing, or Deposition.** A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
  - (i) is a party or a party's officer; or
  - (ii) is commanded to attend a trial and would not incur substantial expense.

**(2) For Other Discovery.** A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

**(d) Protecting a Person Subject to a Subpoena; Enforcement.**

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

**(2) Command to Produce Materials or Permit Inspection.**

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

**(3) Quashing or Modifying a Subpoena.**

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

**(e) Duties in Responding to a Subpoena.**

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

**(2) Claiming Privilege or Protection.**

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(g) Contempt.**

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

## ATTACHMENT A

### DEFINITIONS

1. The terms “**you**” and “**your**” are used in the broadest and most comprehensive sense and refer to the target of this subpoena; any former or present parent, subsidiary, predecessor, successor, joint venture, partner, affiliate, or otherwise related entity, and any of their or the target’s incorporators, principals, members, managers, directors, officers, employees, agents, brokers, or contractors, or anyone else associated with them; and any person or entity controlled by the target of this subpoena, including the target’s lawyers and accountants.

2. The term “**document**” or “**documents**” means any written, graphic, electronic, or aural representation of any kind whether produced, reproduced, or stored on paper, cards, tapes, discs, belts, charts, films, computer storage devices or other electronic device, or any other medium including, without limitation, matter in the form of photographs, charts, graphs, plans, drawings, emails, texts, messages, microfiches, microfilms, videotapes, recordings, motion pictures, books, reports, studies, statements, speeches, notebooks, checks, stubs, forms, applications, tickets, ticket stubs, receipts, agreements, appointment calendars, working papers, graphs, manuals, brochures, contracts, memoranda, notes, records, correspondence, diaries, bookkeeping entries, published materials, invoices, letters, messages,

telegrams, drafts, studies, analyses, summaries, magazines, booklets, expense records, appraisals, valuations, estimates, opinions, financial statements, accounting records, income statements, premium notices, forecasts, illustrations, and any nonidentical drafts and copies of the foregoing.

3. The phrase “**Receivership Matter**” refers to Case No. 8:19-CV-886-T-33SPF, *Commodity Futures Trading Commission v. Oasis International Group, Limited, et al.* and any related appeal including United States Court of Appeals for the Eleventh Circuit Case No. 24-140132, *Commodity Futures Trading Commission v. Michael DaCorta*.

4. “**Relating to,**” “**reflecting,**” or “**evidencing**” means relating to, regarding, indicating, evidencing, constituting, bearing upon, concerning, addressing, discussing, mentioning, describing, reflecting, responding to, identifying, pertaining to, having to do with, criticizing, contradicting, evaluating, analyzing, setting forth, underlying, commenting on, forming the basis for, or otherwise being in any way relevant or having any relationship whatsoever to the subject matter of the request.

5. “**Correspondence**” means any letter, telegram, telex, notice, message, memorandum, email, text, message, or other written communication or transcription or notes of a communication.

6. “**Communication**” means any written or oral transmission of fact, information, or opinion, including any utterance, notation, or statement

of any nature whatsoever, including, but not limited to, documents and correspondence as defined herein.

### INSTRUCTIONS

1. You are requested to produce documents that are in your possession, custody, or control as they are kept in the usual course of business (such as hard copies or electronically stored information). In addition, documents are to be produced in full and unexpurgated form. This request is ongoing in nature. Documents created after the date of production may be requested at a later date.

2. If any documents requested were, but are no longer, in your possession, subject to your control, or in existence, and therefore cannot be produced by you, please state whether any such document (a) is missing or lost; (b) has been destroyed; (c) has been transferred voluntarily or involuntarily to others; or (d) is otherwise disposed of, and, in each instance, please explain the circumstances surrounding any such disposition of the document and state the date or approximate date thereof.

3. If any portion of any document responsive to this request is withheld by reason of any assertion of privilege or other protection from discovery, redact and identify such portion and produce the document. As to each document or portion thereof that is withheld, provide the following information: (a) type of document (e.g., letter, memorandum, telegram, chart,

photograph, tape cassette, etc.); (b) date of document; (c) name(s) of its author(s) or preparer(s) and an identification by employment and title of each such person; (d) name of each person who was sent, shown, blind copied, or carbon copied the document, or who has had access to or custody of the document, together with an identification of each such person by employment and title; (e) number of pages, attachments, and appendices; (f) present custodian; (g) subject matter of the document; (h) nature of the privilege or other protection asserted and a statement of the basis for the claim of privilege or other protection; and (i) paragraph(s) of this subpoena to which the document is responsive.

4. In producing documents, all documents which are physically attached to each other when located for production shall be left so attached. Documents which are segregated or separated from other documents, whether by inclusion in binders, files, subfiles, or by use of dividers, tabs, or any other method, shall be left so segregated or separated. Documents shall be retained in the order in which they were maintained, in the file where found, and you shall identify from whose files the document originated. **Unless otherwise specified, this request calls for all documents generated, prepared, or received from the date of filing of the Receivership Matter, April 15, 2019, through the date of production, or which refer to matters occurring through such date.**



**SPECIFIC REQUEST FOR INFORMATION AND DOCUMENTS**

1. All documents reflecting the source of any funds or other consideration received in connection with your legal representation of Michael DaCorta in any matters, including, but not limited to, the Receivership Matter.

2. Any correspondence or communication relating to Request 1 or your representation of Michael DaCorta (excepting privileged communications between Michael DaCorta and counsel for the purpose of obtaining legal advice).

3. All documents relating to your receipt of funds or other consideration from any person or entity other than Michael DaCorta in connection with your legal representation of Michael DaCorta in any matters, including, but not limited to, the Receivership Matter.

4. Any correspondence, communication, or agreements relating to your retention as counsel for Michael DaCorta (excepting privileged communications between Michael DaCorta and counsel for the purpose of obtaining legal advice).

5. Any and all communications with Brent Winters, Greg Melick, Jason McKee, Intermountain Precious Metals, any person affiliated with the Oasis Replevin Group (a/k/a "Oasis Helpers"), and/or Michelle Utter.

## AFFIDAVIT OF SERVICE

<b>Case:</b> 19-CV-886-T-33SPF	<b>Court:</b> UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA	<b>County:</b>	<b>Job:</b> 11161884
<b>Plaintiff / Petitioner:</b> COMMODITY FUTURES TRADING COMMISSION		<b>Defendant / Respondent:</b> OASIS INTERNATIONAL GROUP, LIMITED, et al	
<b>Received by:</b> RUSHReady Serve		<b>For:</b> Bolter & Carr Investigations, Inc	
<b>To be served upon:</b> Stephen Preziosi,			

I, Joshua Lee, being duly sworn, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

**Recipient Name / Address:** STEPHEN PREZIOSI, 48 Wall Street 11th floor, New York, NY 10005

**Manner of Service:** Personal/individual, Jun 10, 2024, 10:10 am EDT

**Documents:** Subpoena Duces Tecum

**Additional Comments:**

1) Unsuccessful Attempt: Jun 3, 2024, 12:20 pm EDT at 48 Wall Street 11th floor, New York, NY 10005

Server Joshua arrived at the location, spoke with the security who stated the 11th floor is WeWork, and there is not one company on the floor, and they don't anyone by their individual or company names.

2) Successful Attempt: Jun 10, 2024, 10:10 am EDT at 48 Wall Street 11th floor, New York, NY 10005 received by STEPHEN PREZIOSI. Age: 55;

Ethnicity: Caucasian; Gender: Male; Weight: 180; Height: 6'0"; Hair: Black; Eyes: Brown;

Server Joshua arrived at the location, entered into the building went to the 11th floor, met with a male at the front desk who identified himself as Stephen Preziosi and accepted service.

**Additional Notes:**

Server Joshua called Stephen Preziosi on the number is (212) 960-8267 and made arrangements to meet at 48 Wall Street, 11th floor, New York, 10005, and Mr. Preziosi met with the server on June 10, 2024.

Joshua Lee  
2095110-DCA

RUSHReady Serve  
2851 Cropsey Ave Suite 130  
Brooklyn, NY 11214  
9146202266

Date

Subscribed and sworn to before me by the affiant who is personally known to me.

Notary Public

Date

Commission Expires  
FRANKLIN WEI YIP  
Notary Public, State of New York  
Reg. No. 01Y16386270  
Qualified in Queens County  
Commission Expires 01/22/2027