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; et al,
Defendants,
and

FUNDAMDINISTRATION, INC.; et al.,
Relief Defendants.
_____/

RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

BURTON W. WIAND, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants, (the ***"Receiver"***), pursuant to the Court's Order dated August 27, 2024 (Doc. 837), files this Reply in response to Stephen Preziosi's Opposition (***"Response"***) (Doc.835) as follows:

Stephen Preziosi (***"Preziosi"***) opposes the Receiver's Motion for Contempt (***"Motion"***) on three grounds: (1) that the Receiver's subpoena (***"Subpoena"***) exceeds his authority; (2) that the Receiver did not comply with Local Rule 3.01(g); and (3) that Preziosi has produced all documents and is not required to produce communications with Greg Melick (***"Melick"***) because he is Brent Winters' (***"Winters"***) paralegal. All of these arguments are baseless.

Information available to the Receiver suggests that Melick is not a paralegal and was instead in the business of distributing movies when he undertook to be leader of a group trying to undermine the Receiver and champion Michael DaCorta (***"DaCorta"***). Melick resides in New Hampshire, and Winters in Indiana, Illinois, or California, thus, making Winters' supervision of Melick unlikely. Since Winters is licensed in Illinois, Preziosi's assertion that Melick is his paralegal, is not possible under New Hampshire law. [1] Pursuant to N.H. Sup.Ct.Rules, Rule 35(4)(a), a supervising attorney of a paraprofessional must be a member in good standing of the New Hampshire Bar. Thus, the idea that Melick's communications are privileged is a ruse to conceal documents related to Melick's ongoing scheme to solicit funds from victims to fund DaCorta's legal defense.

As the Court was previously advised, Winters and Melick have acted on behalf of four hundred victims and contacted Preziosi to represent DaCorta. Like Winters and Melick, Preziosi continues to represent DaCorta while being compensated with funds Melick solicited from DaCorta's victims. This constitutes a gross conflict of interest and shows the need for the Receiver's investigation.

A. The Subpoena is Consistent with the Receiver's Duties.

Preziosi's claim that the Receiver is acting beyond the scope of his duties is belied by this Court's Consolidated Receivership Order (***"CRO"***). (Doc. 177). As

[1] See Winters' Motion for pro hac admission; 8:20-cv-00862-VMC-TGW. (Doc. 585, ¶3).

noted in the Motion, the CRO entitles the Receiver to investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary. The CRO also states that the Receiver is authorized to issue subpoenas to compel production of records concerning any subject matter within the powers and duties granted by the CRO. *Id*. at ¶8H. Because the CRO enjoins DaCorta (or anyone else) from taking action that hinders, obstructs or otherwise interferes with the Receiver in the performance of his duties, the Receiver's investigation of DaCorta's scheme to squeeze more money out of investors for his defense and directing them—through Melick—to undermine the Receiver is within his authority. *Id*. at ¶31B.

B. The Receiver's Good Faith Attempts to Resolve the Subpoena Dispute.

Preziosi was served with the Subpoena on June 10, 2024.[2] On July 11, 2024, the Receiver spoke with Preziosi, who advised he would produce documents responsive to the Subpoena's requests 1-4, would seek *pro hac vice* admission to this Court, and would move to modify the Subpoena to avoid producing communications with non-parties.[3] During that call, the Receiver advised he would

[2] The Response claims that the Motion made "several false statements," including that Preziosi was served with the Subpoena because of an arrangement made by the Receiver and cites to Doc. 834, p. 3, where the Motion makes no such representation. The Motion includes the process server's affidavit of service at Doc. 834-3.

[3] Preziosi filed his motion for pro hac vice admission on July 17, 2024 and the Court entered an order granting the motion on July 24, 2024.

not oppose Preziosi's admission to this court, but explained that compliance with the Subpoena was broader than the few documents Preziosi said he would provide. Following the call, Preziosi sent the Receiver a letter memorializing the discussion. See attached **Exhibit "1."**

Although Preziosi was admitted to this Court on July 24, 2024, he did not move to modify the Subpoena, produce a privilege log or documents evidencing all sources of payment for his attorney's fee. Accordingly, on July 31, 2024, Receiver's counsel contacted Preziosi and asked that, within five days, he provide a privilege log and omitted documents. The Receiver advised that he would delay seeking Subpoena enforcement pending Preziosi's cooperation. See attached **Exhibit "2."** The next day, Preziosi insisted he provided all documents and that he would move to modify the Subpoena to specify why the Receiver was not entitled to the withheld documents.

By August 6th, Preziosi had not moved to modify the Subpoena, and it was clear he and the Receiver reached an impasse. Since Preziosi had not moved this Court to modify the Subpoena and he resides in New York, the Receiver advised that he would seek Subpoena enforcement in the U.S. District Court in the Southern District of New York. See attached **Exhibit "3."** Preziosi responded that he would file his motion with this Court by August 12, 2024 and that he does, "not possess any logs…none exist." (Doc. 835-11, p. 2). Preziosi never filed his motion, so the dispute

over his compliance with the Subpoena had to be resolved by a court order. Since Preziosi insisted he'd bring the Subpoena dispute before this Court, the Receiver filed the Motion on August 16, 2024. (Doc. 834). Thus, Mr. Preziosi's argument that the Receiver did not confer in good faith before filing the Motion is without merit.

C. Melick's Unreliable Affidavit and Acts to Undermine the Receiver.

Preziosi relies on Melick's incredible affidavit declaring he has been Winters' paralegal since March 17, 2020. (Doc. 835-4). Melick's March 27, 2020 mass fundraising email to investors does not support his claim and justifies the Receiver's victim fraud investigation. Melick states that:

> …I have, of necessity, stepped out of frame and passed the torch to qualified attorneys…**NOTE: We cannot answer, or even respond to questions of a legal nature regardless of how pressing your need to get answers to them may be.** See attached **Exhibit "4."**

Melick's email does not say he is Winters' paralegal and instead focuses on soliciting investors. Specifically, Melick says, "[w]e have a goal of $60,000 (sixty-thousand dollars) to fund Brent's initial efforts," and the retainer fund will "operate kind of like a scholarship fund." Winters is licensed in Illinois, therefore, Melick's email violates Rule 7.3 of the Illinois Rules of Professional Conduct—prohibiting solicitation of clients—which is consistent with Rule 7.3 of the ABA's Model Rules of Professional Conduct.[4]

[4] See also Article VIII. Illinois Rules of Professional Conduct, Rule 5.3(a) requiring reasonable efforts to ensure paralegal conduct is compatible with attorney's professional obligations.

On April 4, 2020, Melick continued to solicit investors, omitting his role as "paralegal," and stating, "[w]e're 48.3% to the goal of $60,000…90 people contributed to the last campaign…Several people have contributed $1,000 or more for Brent's work." Melick also expressed his belief, "that the government helped initiate this scam perpetrated by the CFTC," and that he would investigate the Receiver's pattern of prosecuting "so-called Ponzi schemes," which may result in Winters' bringing "RICO or class action charges, make an excellent addition to a book on the subject, and generally disrupt the practice everywhere." See attached **Exhibit "5."**

On July 12, 2021, Melick continued his crusade to undermine the receivership and urged investors to file complaints against the Receiver with the Florida Bar. To guide the investors, Melick directed them to a webinar to coach them through filing bar complaints against the Receiver, and stated:

> He [the Receiver] hired the former and lied to the latter to prevent him from helping you. The purpose of the webinar that Jason mentioned is to clarify all the details surrounding these events in order for you to write a complaint to the Florida Bar Association because what the Receiver did is a serious violation of Bar ethics and its Code of Conduct. See attached **Exhibit "6."**

Melick's emails do not state he is imparting information at Winters' direction and if he was, such information is inappropriate and false.

Even in a March 30, 2022 email, where Melick's signature line identified himself as Winters' paralegal, he dispensed misinformation about the Receiver and

communicated in a way contrary to acting under an attorney's supervision. See attached **Exhibit "7."** Specifically, Melick claimed that,

> …Mr. Wiand has never given a full and comprehensive accounting of how much money was thus collected nor how much he and his minions have taken from that trust in fees, commissions, and other expenses.

As the Court is aware, this is false as the Receiver has filed over twenty detailed reports to the Court and provided detailed motions relating to all fees and expenses. Further contradicting his paralegal status, Melick refused to share the legal remedies "we plan to set in motion" with his purported clients. *Id*. Given Melick's misrepresentations, his affidavit is not credible, and his correspondence justifies the Receiver's investigation. Thus, the Subpoena issued in furtherance of the Receiver's investigation into DaCorta's and his agents' victim fraud is appropriate and the Motion should be granted.

DATED: September 4, 2024.

ENGLANDER FISCHER

/s/ Beatriz McConnell
BEATRIZ MCCONNELL
Florida Bar No. 42119
Primary: bmcconnell@eflegal.com
Secondary: irevollo@eflegal.com
721 First Avenue North
St. Petersburg, Florida 33731-1954
(727) 898-7210 / Fax (727) 898-7218
Attorneys for the Receiver

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
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and

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_____/

RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "1"

THE LAW OFFICE OF
STEPHEN N. PREZIOSI P.C.
48 WALL STREET, 11TH FLOOR
NEW YORK, NY 10005

1-800-APPEALS (1-800-277-3257)
CELL: 212-960-8267 · FAX: 212-937-3772

Email: stephenpreziosi@appealslawfirm.com
Websites: www.newyorkappellatelawyer.com
www.federalappealslawfirm.com

Mr. Burton N Wiand
And Mr. Chemere Ellis,
1408 N. West Shore Blvd. Suit 1010
Tampa, FL 33607

July 11, 2024

Re: Subpoena of Documents in case of Commodity Futures Trading Commission

Oasis International Group LTD 19CV 886-T-33SPF

Dear Mr. Wiand,

Pursuant to the subpoena that you served upon my firm and our conversations of the phone on July 11, 2024. I am furnishing you with all documents as outlined in your subpoena as listed in the addendum entitled "Specific Request for Information and Documents." As we discussed on the phone, I am providing all documents listed in items 1 through 4, and I will be filing a motion to modify your subpoena regarding communications with non-parties. If there are any questions, please contact me at my office.

Respectfully,

Stephen N. Preziosi, Esq.

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RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "2"

GUERRA & PARTNERS

Maya Lockwood
Direct Dial: 813.347.5108
mlockwood@guerrapartners.law

July 31, 2024

Via Electronic Mail

Stephen Preziosi
48 Wall Street, Eleventh Floor
New York, New York 10005

Re: *Commodity Futures Trading Commission v. Oasis International Group Limited, et al.;* Case No. 8:19-00886

Mr. Preziosi:

The Receiver Burton Wiand informed me that you advised him you are in possession of documents relating to the subpoena served on you, but you are not producing those documents. Please provide a log of all documents or records you have not produced specifying the reason for your refusal to produce them. Also, your production of documents relating to the wire transfer you received does not indicate its source and you did not include any communications regarding wiring instructions for this wire. Please provide all documents relating to this wire transfer.

The Receiver asks that you produce the identified documents and the requested log within five days of the date of this letter. He will delay seeking enforcement of the subpoena until that time.

Sincerely,

/s/ Maya Lockwood

UNITED STATES DISTRICT COURT
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_____/

RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "3"

August 6, 2024

Via E-mail to: ***info@appealslawfirm.com***

Stephen N. Preziosi, Esq.
The Appellate Law Office of Stephen N. Preziosi P.C.
48 Wall Street, Eleventh Floor
New York, New York 10005

Re: Subpoena Compliance

Dear Mr. Preziosi:

Thank you for your August 1, 2024, correspondence directed to attorney, Maya Lockwood, relating to your failure to properly respond to the subpoena that was served upon you by the Receiver. I will be taking over for Miss Lockwood with respect to this matter, so please direct all future communications to me. Your response to the subpoena is inadequate and does not comply with appropriate procedures.

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, an individual who receives a subpoena must in writing provide any objections thereto within fourteen (14) days. You did not do so, and I believe the significance of that is any objections have been waived. Regardless of that, any objection to our motion to compel compliance with the subpoena is to be made in the district where compliance is to occur and that would be the Southern District of New York.

As you did not comply with providing either documentation or the logs that were requested within the five (5) day period specified in Miss Lockwood's prior letter, the Receiver has directed me to proceed with filing an application for an order of contempt in the Southern District of New York. We will be proceeding to file that forthwith. Should you wish to comply with the subpoena, please advise me immediately of that fact.

Sincerely,

/s/ Beatriz McConnell
BEATRIZ MCCONNELL

cc: Client
Maya Lockwood

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RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "4"

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Faith is the Drawbridge I The U.S. Attorney is On Board
Date: March 27, 2020 at 10:36 PM
To: undisclosed-recipients: ;

GM

Clearly some folks didn't get the memo last Sunday that Abe and I have, of necessity, stepped out of frame and passed the torch to qualified attorneys here in the USA and in London. **NOTE: We cannot answer, or even respond to questions of a legal nature, regardless of how pressing your need to get answers to them may be.**

As legal opinions are now required, we wish to make it abundantly clear that we are NOT qualified to offer them.

Our role has always been to investigate, to discover and bring to light what we could; to document our findings in preparation for a lawyer's use when the time came to take up the weapons of the law on your behalf. That time is now here. You must have recourse to an attorney for guidance and protection from this point forward. We found two excellent representatives for that purpose and they will both soon be available to you.

The London attorney cannot initiate action on your behalf until the Receiver exhausts such options as are available to him. Our understanding is that the clock runs out on many of those options on April 15th. We expect that the London attorney will begin work shortly thereafter. He has indicated that his efforts in the London courts may run as high at USD $1,000,000, initially funded by a company that will be paid 3x its investment ($3,000,000) upon successful prosecution of the case.

Our American attorney is Brent Winters. He will now begin accepting clients from this group. His contact information is given below.

We have a goal of $60,000 (sixty-thousand dollars) to fund Brent's initial efforts. That money will be used for the following purposes:

- He will draft your response(s) to the Receiver's letter(s), both the Drawback Claims and Account Statement Letter
- He will seek admittance to the Florida court under *pro haq* provisions, which are customarily available to out-of-state attorneys. In the unlikely event that the Court refuse him admission, he will explore ways to bring suit in an alternative venue in another State's Federal Court.
- He will familiarize himself with all the voluminous details of the case. Court documents are already in his possession. In this work I will be his primary assistant in getting him up to speed as quickly as possible, much like a Solicitor serves attorneys in Great Britain. Abe will be an additional support and provide Brent with a formal CV, which is needed for him to appear in a U.S. Court as an expert witness. Abe will serve as expert witness should Brent require one.
- Brent will explore the possibility of initiating a Class Action suit. If that's possible, a change of venue is relatively easy to acquire. A Class Action suit requires only 12-15 people, depending on venue.
- He will research the feasibility of bringing a RICO case against those who have offended investors' interest. A successful RICO prosecution will result in treble (triple) damages
- If he is unable to gain admission to the Florida court, can find no other venue open to him, and discovers that neither a Class Action suit, nor a RICO case is feasible, he will refund the majority of your retainer, less reasonable expenses for work already completed on your behalf

Send COPIES of ALL of your paperwork, including all letters and emails you have received from the Receiver (if any) and records documenting your original investment

and any withdrawal made from your Oasis account, along with your retainer contribution made out to IPM to:

IPM
5105 South Highway 41
Terre Haute, Indiana 47802

Brent's email address is: brentwinters@use.startmail.com

Some investors will have little or nothing to contribute to this retainer fund. Others will have significantly more than necessary to support their personal representation. It is our hope that those who can contribute more than enough for themselves will do so. Brent will have on board a CPA to keep account of all moneys that come in and he will draw from any surplus to support those who cannot afford enough to support the work needed to help them. It will operate kind of like a scholarship fund. As money becomes available, Brent will advise me that a certain number of additional investors who are otherwise unable to fully fund their retainer may be brought in under the sponsorship of those who were able to make more generous contributions to the cause. We're not going to run this through GoFundMe. Payments will be sent directly to the attorney.

Assuming we meet our goal quickly, as we have in the past, Brent will quickly be available to field questions and take legal actions on your behalf. Before you ask, we discussed the possibility of Brent taking partial payment in lieu of a contingency fee to be paid later. At this time he is not disposed to do that.

While you wait for the fund to reach its goal, I recommend you calmly settle yourself in faith and make a holy sacrifice of your fear right now. Stop carrying it around. It will not serve you well at all and may result in more harm than good if you act out it.

From the very start of this affair, it was my expressed belief that our Creator would use it to every investor's spiritual advantage - if they allow it. I know from experience that the Lord takes a keen personal interest in our affairs, yet He doesn't always do so with results that we can foresee, or even desire. Nor does His plan necessarily unfold in as timely a fashion as we might like it to. But in the end, it's always for the best.

Mike DaCorta and I had some very interesting discussions about the fragility of the world's financial institutions and its inevitable collapse. He occasionally sent some of his ruminations on that subject out for the edification of Oasis investors. From behind the mask of an international pandemic, which has displaced focus upon and awareness of virtually any other global concern, there may well emerge the very consequences of global financial instability that Mike worried about. We'll see. He said he was preparing for it on behalf of all investors. We'll see.

There's no argument that our country's economy is in turmoil, people have been left jobless, many are fleeing the cities for homes in the country, social disorder is in the offing soon if normal social, familial, and community bonds and exchanges are not soon re-established. Think on this... many Investors had a great deal of money in 401k and IRA funds that were transferred to Oasis and are now locked into the static state in which they were introduced. Perhaps you were one of those. Given the dramatic collapse of the stock market this past month, how much value would you have lost had your money remained in them through the crash? What will they be worth if Mark and/or Brent are able to recover them? Wouldn't it be amazing if this interruption turned out to be a protection against great loss?

It seems clear to many of us that the Lord is now making the ancient, prophesied division between those who know and respond to His call, and those who don't. Whether they

between those who know and respond to His call, and those who don't. Whether they recognize it or not, each investor is right now at a crossroads in their faith life. Where is the true source of your provision? Is it in money? In your ability to make money? In your capacity to rebuild? In the resources of the Receiver? Or in your Creator? That is the question facing you today, and tomorrow, and for as many days as it takes to discover the true answer. Many in this group believe they are believers. Now comes the test of faith to prove them one way or the other.

Thirteen years ago I delivered a sermon to my local church. The subject of it was "The Faith the Makes Us Whole". I have attached it here for your consideration. The main point of it is this - We live in fortresses of our own design. We expect our fortress will protect us from whatever life may serve up. We believe in the strength and durability of the fortress we have built for ourselves. We expect to weather every storm by virtue of its strength.

Some of our fortresses are constructed of financial fortunes. Some from demonstrated abilities. Others from hard won lessons of experience, and still others from the 'community' of friends and family we rely on. But whatever they may be constructed of, there still may come a day such as this, where the walls threaten to be breached by circumstances, tragedy, or a totally unpredictable black swan event.

There stands across the moat we dug around our fortress, the Lord, patiently waiting to be invited into our lives that He may serve our needs. The bridge we need to drop across that moat; the invitation we need to make for Him to enter into active participation with us, is built of faith. Faith is the drawbridge over which your provision will be brought. Drop it, and open your life to the active assistance and support of your Creator.

Late last summer, I came across a wonderful book, first published in 1916, called "The Meaning of Prayer" I have extracted a few paragraphs from its text for you...

I pray you will find some solace in what I have offered here. All is well, despite appearances to the contrary.

God bless,

Greg Melick
ph: (
cell:

The Faith that Makes Us Whole .pdf

*Now faith is **assurance** of things hoped for, the **conviction** of things not seen.* Hebrews 11:1

Men cannot live without faith, because he deals not only with the past which he may know and with the present which you can see, but with the future in whose possibilities he must believe.

A man can no more avoid looking ahead when he lives his life than he can when he sails his boat, and in one case as in the other, his direction is determined by his thought about what lies before him.

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RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "5"

From: Greg Melick tradinggraces@use.startmail.com
Subject: BTW
Date: April 4, 2020 at 7:01 AM
To: [redacted] Jason McKee jmckee573@gmail.com

GM

57 people, 18.7% of the group, have so far contributed an average of $397.26 to the Brent retainer fund. We're 48.3% to the goal of $60,000. My hope is that the letter and other documents I sent last night will help substantially for us to the rest of the distance. As you are likely aware, the Receiver's letter of March 30th and the circulation of questions about Brent's tax issue seriously dampened the flow of intakes.

Two people are offering $1,000 each, but either can't get to their bank due to the pandemic, or are out of the country (my dear friend, Rob Crickett, in New Zealand). I may use my PayPal to help take of those problems.

For comparison -

90 people contributed to the last campaign we had for Abe, raised $15,205 (target was $15,000) with an average of $168.94

57 contributed to the first campaign for Abe, raised $11,895 against the goal of $5,000, with an average contribution of $208.68 - which was somewhat skewed by a single donation of $5,000 that covered the whole of Abe's second month's work. Absent that donation, the average was $123.13/person.

Several people have contributed $1,000 or more for Brent's work.

I continue to believe, ever more strongly, that the government helped initiate this scam perpetrated by the CFTC. The discussion I had with Jason yesterday morning prompted us to see if the Receiver and the Florida Middle District Court had been making a practice of prosecuting so-called Ponzi schemes. Given the number of such cases in that district that were found on Google Scholar in a very quick search, the data suggests so. Wiand began this speciality in the State court system back in the 90's and has been involved in about 30 such cases in the Federal system since.

It's probably worth a more thorough examination of the records to see if this is actually an exceptional pattern compared to other courts in other districts. When I have time to do so, I'm going to look into it. If it's discovered to be true, it might well serve Brent's work if he wishes to bring RICO or class action charges, make an excellent addition to a book on the subject, and generally disrupt the practice everywhere.

All the best,

--

Greg
ph: [redacted]
cell: [redacted]

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RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "6"

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Re: Fwd: Possible Call, more questions
Date: July 12, 2021 at 10:47 AM
To: [redacted]

GM

[redacted]

I believe we have previously answered your questions to the extent possible. You simply need to study and understand the information we've provided and make a decision as to how to proceed. As explained, you have 4 choices: 1) do nothing and get nothing; 2) hire Brent to represent you; 3) hire another attorney on your own; or 4) settle with the Receiver.

It's clear that you're still confused - I'm sorry for that because that confusion is making it difficult for you get a clear sense of direction for yourselves. This has to be the last time we'll try to help you sort this out. As you may imagine there's no way we can continue in one-on-one dialogs. There are over 500 people involved and every one of them is having to make the same decision you are.

This situation is extremely difficult for almost everyone because almost everyone was deeply invested in Oasis. But the fact is, if the full extent of all the work that has gone into this case so far was covered through payments equal to the amount the Receiver is billing the group for, just the clawback portion of the process alone would have cost $1,125,000 so far - and that work has all been done so far for free without legal representation. Legal representation is now necessary to make recoveries. It's really that simple.

Your donation to Abe Cofnas funded his efforts to obtain an attorney to help find out if Oasis was running a Ponzi scheme or not and then to figure out where to go once that was determined. As you know, he accomplished what he was hired to do by engaging the help of two attorneys; James Sallah of Boca Raton, Florida and Mark Handley in London. Both attorneys were taken away from the group by the Receiver. He hired the former and lied to the latter to prevent him from helping you. The purpose of the webinar that Jason mentioned is to clarify all the details surrounding these events in order for you to write a complaint to the Florida Bar Association because what the Receiver did is a serious violation of Bar ethics and its Code of Conduct. The webinar will NOT be about the claims recovery process, which is unrelated and of no concern to the Bar Association.

The donations for Brent were used to file your claim with the Receiver in such a way that he could not a) bring any claimant into a criminal investigation and b) to prevent him from billing hundreds of thousands of dollars against the liquidated investor funds. This has been explained several times in previous correspondences sent out to the whole group. Brent's work accomplished both objectives and probably preserved at least $500,000 in liquidated funds from being taken by the Receiver.

The question now at hand is whether or not you want to hire Brent to represent you - not to act as your Power of Attorney, like before - but to represent you in court(s). As explained in the FAQ, either you hire him, another attorney, or work out a settlement directly with the Receiver to recover your money. If you settle with the Receiver, you cannot rejoin the group and hope to recover any more than what you agree to with him.

It's time to decide which of those three options you wish to choose, or to do nothing and expect no recovery at all.

Jason and John have spoken with nearly all 100 people who helped fund Abe's efforts and all but one has agreed to write a complaint. The timing of the webinar depends upon the completion and coordination of several (4) things that have yet to be finished, but are nearly so.

There's no mention of the complaint webinar in the general correspondence to the larger group because only 1/5 of the group are qualified to write a complaint This is so because only 1/5 of

the group contributed to Abe's work.

As stated repeatedly, the work to recover doesn't necessarily require Brent to obtain a sponsor in Florida. This fact will not be stated again, nor will we explain why.

I trust this will help you make a decision.

Signing off,

Greg

On 7/11/21 9:49 PM [redacted] wrote:

> Hello Greg and Michelle,
>
> Bob and I are also confused by the need to retain Brent Winters at this time. If he is not able to obtain sponsorship of a Florida attorney, how will this even be possible or necessary?
>
> It is difficult for us in our retirement to come up with a substantial amount of money with no guarantee that it will even help our cause. We have donated what we could previously to cover expenses for Abe Kofnas and Brent Winters. And we do appreciate what you two have contributed in time and effort to help us.
>
> Recently, Jason McKee called us to say that a webinar was in the planning to explain to the investors how to correspond with the Court making a claim against the Receiver. What is the status of this concept? We were expecting the webinar to be done very shortly. There is no mention of it in your correspondence. Will this be done prior to your deadline?
>
> Now we have a deadline to come up with money for Brent Winters with no guarantee that he will even be able to obtain legal sponsorship in Florida.
>
> We need further information and/or communication to make an informed decision on what we can do going forward.
>
> Thank you,
>
> [redacted]

-----Original Message-----
From: [redacted]
To: tradinggraces@use.startmail.com
Cc: [redacted]
Sent: Sun, Jul 11, 2021 7:04 pm
Subject: Possible Call, more questions

Greg,

I apologize in advance for our inability to wrap our heads around the next step of legal representation.

David and I have read everything multiple times and cannot understand the following:

1. We did not take any money out of any of our accounts, how can there be a clawback or a need for a lawyer to help us with this?

2. Do we need legal representation because the Receiver is coming to us to make a settlement shortly?

2a. Is a settlement the only way it is done, not a certain amount paid back on the dollar? ie .50 on the dollar across the board to all investors.

2b. Is negotiation of the settlement from the receiver the only way it works?

3. Why do we need a lawyer to get our money from the receiver, isn't he obliged to pay us?

I had a few people reach out to me since I helped them join Oasis and we all feel the same way, unsure of why we need to retain council? We are not against it at all, we just don't understand it.

We understand you have been working very intimately with everything since 2019, we are really unsure and were hoping there could be a conference call to help explain this.

David and I have to be sure we understand "WHY" because this is going to be a difficult hardship for us financially to move forward. If he helps us get our money back, the 10% would offset the cost with replacement of funds. But if we don't get anything back, it will cost us close to 13K (2.5%) to just retain him with no replacement of funds to help offset the cost.

I understand we are the only ones who can make this decision for our family but we truly need to understand it more. If we feel this way, we are sure others do.

A conference call can help with the next steps.

Have a wonderful day,

[redacted]
Executive Consultants

Contact us at [redacted]
[redacted]vid

Consultant Opportunities: [redacted]
Switch to Save energy: Choicetosave.joinambit.com

Sender notified by
Mailtrack

--
Greg Melick
Office: [redacted]
Cell: [redacted]

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; et al,
Defendants,
and

FUNDAMDINISTRATION, INC.; et al.,
Relief Defendants.
_____/

RECEIVER'S REPLY IN SUPPORT OF MOTION FOR CONTEMPT

Exhibit "7"

From: Greg Melick tradinggraces@use.startmail.com
Subject: Re: Joey Carter's questions re URGENT LETTER TO LENDERS (3/28)
Date: March 30, 2022 at 11:15 AM
To: [redacted]
Cc: [redacted] swinters77@nym.hush.com, Brent Winters acommonlawyer@gmail.com

GM

Dear Joey,

The Receiver seized and liquidated every Oasis asset that he could get his hands on. The funds produced by that process are held in a trust called the Receivership Estate, but Mr. Wiand has never given a full and comprehensive accounting of how much money was thus collected nor how much he and his minions have taken from that trust in fees, commissions, and other expenses. As the Trustee and fiduciary over the Receivership Estate, he has a duty to report a complete detailed Income Statement on the Estate account to the court and to the beneficiaries, which the lenders are now presumed to be.

At Mike's trial we expect to see a full accounting of all the funds held by Oasis at the time of the CFTC's interruption of its business. Though our group is not privy to that information yet, we have been given to believe it was approximately $91,000,000 - far more than needed to restore lenders to full value on their loans. If that amount is even approximately accurate, and Mike is found not guilty, then after the civil case is adjudicated in line with Mike's exoneration, the government will be obligated to restore the full value of seized assets to Oasis, plus damages.

For security reasons, we will not explain the additional legal remedies that we plan to set in motion after the rulings in order to obtain the full restoration of your funds plus damages, but rest assured there are several avenues of recourse to that end.

There is still a great deal of work ahead of us, so please help the effort by continuing to read our messages and act accordingly.

All the best,

Greg Melick
Paralegal for Attorney Brent Allan Winters

On 3/30/22 9:31 AM, [redacted] wrote:

> Joey copied Susan on this but wanted you to have as well.
>
> ---------- Forwarded message ---------
> From: [redacted]
> Date: Tue, Mar 29, 2022 at 11:20 AM
> Subject: Re: URGENT LETTER TO LENDERS (3/28)
> To: <helpingoasis@gmail.com>, <swinters77@nym.hush.com>
>
> Brent
>
> I am one of the Oasis Lenders represented by you. The email below from the Oasis Team carefully outlined the issues of settling with

the Receivor.

What is missing is a representation of what would or could happen if Mike DaCorta and Oasis are found to be NOT Guilty. Might be better for Mike & Ray, but I can't imagine a scenario where OASIS is restored and then repays the investors. Oasis can't make all the Oasis lenders whole so I predict Oasis and it's officers file bankruptcy and we enter another circle of delays, legal fees and a further depleted pool for the Lenders.

Would you or the Oasis Helping Team present the arguments as to how a "not guilty" Oasis repays more of my $500,000 than the Receivor?

Thanks in advance. I think the Oasis lenders need a better presentation of how Oasis can return more proceeds than the Receivor.

[redacted]

On Mar 28, 2022, at 8:08 PM, The Oasis Team <helpingoasis@gmail.com> wrote:

March 28, 2022

URGENT LETTER TO LENDERS

Dear Friends,

We will apologize upfront for the length of this email, but it's URGENTLY important that you read it all the way through.

If it has not yet arrived, you may soon receive a letter in the mail from the Receiver. Notice in the heading that it has your Claimant Name and Number. The number is indexed to the Receiver's website where you can go to look at the amount he will "allow" you.

You will most likely have filed your Claim through Attorney Brent Winter under his Power of Attorney ("POA") contract. You are still protected by that Power of Attorney. The POA remains active until you choose to formally revoke it.

The Receiver now wants everyone who filed their claim through Mr. Winters to fill out a "Personal Verification Form." Doing so will acknowledge the Court's jurisdiction, which is precisely what you avoided doing by objecting to the Receiver's appointment and jurisdiction. Even still it's evident that the Receiver is desperate to draw you into the Court's jurisdiction. See the second paragraph on page 2 of his letter: "*By submitting an objection, you reaffirm your submission to the jurisdiction of the United States District Court for the Middle District of Florida.*" How can one "reaffirm" something they never

affirmed in the first place?

Mike DaCorta's criminal trial opens on April 18th. Much depends upon the outcome—for him and for you, and for the other defendants in the original civil case.

The Receiver is demanding that if you object to his "allowance" you MUST do so by April 14th—4 days before the trial starts. Why the rush?

On July 12, 2019, the Court granted an entirely one-sided, and apparently unprecedented, STAY on the civil case where your Claims were filed. The STAY prevented the defendants (and you) from discovery, hearings, and any other means of getting any information on the record that would prove or disprove the charges against Oasis. The STAY has been renewed ever since and still holds.

Yet, the Court's STAY did NOT prevent the Receiver from proceeding AS IF a guilty verdict had been rendered, so he went about seizing Oasis' assets and liquidating them to create a cash pool that is called the "Receivership Estate." Now—still without discovery, hearing, and judgment— he has been authorized to start distributing those assets? But wait, whose assets are they?

Since there has been no discovery, hearing or trial, the fact is that the charges against Oasis have NOT BEEN PROVEN. The most basic Law in America assures that the Oasis defendants are innocent until proven guilty.

Without a judgment in the case, WE DON'T KNOW WHO THE RECEIVERSHIP ESTATE FUNDS BELONG TO.

Bottom line, if Oasis is found Guilty of the crimes the CFTC claims, then the Receiver is acting as trustee for you as beneficiary of the Estate. But if Oasis is found Not Guilty, then the funds rightfully belong to Oasis and should be restored to it.

IF we don't know who the property funds should be restored to, then how can we agree to a disbursement of them to anyone?

What's the big hurry to get you to sign anything having to do with those funds before Mike DaCorta is even tried, much less before the Court has ruled on the civil case where the Estate Funds are being held in trust?

Could it be that because the government (and the Receiver) know that they don't have a case against Mike and they might lose, they're trying to

get as many lenders as possible to sign up for a "settlement" agreement so they can parade that before the jury? After all, based on the facts and the law in BOTH cases, the government's case against Mike is weak at best; so the only weapon they have left is to make a false impression on Mike's jury pool. Broadcasting to the jury that they've gotten X-number of lenders to settle with the Receiver, might help them make the impression they need. It won't help Mike, or you, if they do.

Just three weeks ago, over Mike DaCorta's strong objections, the Court GRANTED all 3 motions that the Receiver had filed, including the one that gave him authority to send you these demands. On the same day, the judge DENIED Mike's Motion to Dismiss the Receiver, but REFUSED to rule on his Motion to Dismiss the Case! She argued that she couldn't rule on the Motion to Dismiss the Case because the case has been stayed since July 2019, but then why didn't that stop her from ruling on the Motion to Dismiss the Receiver? By Denying Mike's Motion to Dismiss the Receiver and sweeping away all objections, the judge cleared the way for the Receiver to continue plundering the Receivership Estate for billable hours, continue his assaults on the clawback defendants, and now demand conditions for you to recover your claim.

IMPORTANT POINT - DON'T OVERLOOK THIS
Read the last two paragraphs of the Receiver's letter very carefully before you go to his website.

Notice these two phrases:

1. *"distribution [of the funds will be] made pro rata and subject to certain exceptions discussed in the Motion*." That means your share will be doled as a proportional percentage of the whole fund. BUT, we don't know, and he hasn't disclosed, how much money is in the fund. No detailed or comprehensive accounting has been done as to how much has been put into the liquidated fund and how much has been taken out in fees. Without that knowledge, signing a settlement agreement is foolish. You could be agreeing to get back just 10% when 100% is owed and available. At minimum, a full accounting is needed before anyone agrees to anything.
2. "*I am unable to predict the total that will be recovered.*" There you have it. He doesn't even know how much the full fund will have in it, so how can he promise you anything other than an undefined "*pro rata*" portion of it, while asking you to sign off on that without any idea what you can expect.

Here's a devious trick exposed. Below are two portions of tables you can find on his website. The last column (Allowed Amount) Is NOT NECESSARILY EQUAL TO THE AMOUNT YOU MAY RECEIVE. Remember, it's going to be doled out on a *pro rata* basis, which depends entirely on how much the Receiver collected and liquidated less the amount spent in fees and commissions.

DON'T BE FOOLED INTO THINKING THAT THE ALLOWED AMOUNT = THE AMOUNT TO BE PAID OUT. They are not equivalent.

If the amount allowed equaled the amount of payout, then there would never have been a case against Oasis, to begin with, would there?! Remember, the government claimed that Oasis lost everything except the properties and bank accounts they had...and they claimed that Oasis was operating a Ponzi scheme. By definition, Oasis would have to have been insolvent and only able to meet its obligations by using money from new lenders to pay old ones' withdrawals, but that was never the case. Oasis could not have had enough money to pay all the lenders 100% of their principal plus earnings, but evidence that will come out in Mike's trial may readily show that it did.

The first link, below, is from the table showing where Investor Claims are [fully] allowed. You match the Claim Number in the left column to the number on your letter from the Receiver:

https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:c7551ccf-24cf-30f1-b379-5ec69b831f1d#pageNum=1

This second table is from the file where a Portion of the Investor Claims are allowed:

https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:f6d30eab-da65-34c2-9e91-55ccbfb7514d#pageNum=1

Sit tight and do nothing. We're diligently at work on this for you.

All the best,

The Oasis Team

P.S. the best way to reach Brent Winters is through this email: <swinters77@nym.hush.com>

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

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