

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

COMMODITY FUTURES TRADING
COMMISSION,

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

Plaintiff,

v.

OASIS INTERNATIONAL GROUP,
LIMITED; OASIS MANAGEMENT, LLC;
SATELLITE HOLDINGS COMPANY;
MICHAEL J. DACORTA; JOSEPH S.
ANILE, II.; RAYMOND P MONTIE III;
FRANCISCO “FRANK” L. DURAN; and
JOHN J. HAAS,

Defendants,

and

FUNDAMINISTRATION, INC.;
BOWLING GREEN CAPITAL
MANAGEMENT LLC; LAGOON
INVESTMENTS, INC.; ROAR OF THE
LION FITNESS, LLC; 444 GULF OF
MEXICO DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922 LACANTERA
CIRCLE, LLC; 13318 LOST KEY PLACE,
LLC; and 4 OAKS LLC,

Relief Defendants.

_____ /

**RECEIVER’S OPPOSITION TO DAVID DALMAN’S
MOTION FOR RECONSIDERATION OF DENIAL OF CLAIM**

Burton W. Wiand, the Court-appointed receiver over the assets of the
above-captioned defendants and relief defendants (the “**Receiver**” and the

“**Receivership**” or “**Receivership Estate**”), opposes the Motion for Reconsideration of Denial of Claim (the “**Motion**”) filed by claimant David Dalman (“**Dalman**”) because the Motion is untimely and the requested relief would prejudice the Receivership Estate, including hundreds of claimants who successfully complied with the procedures governing the claims process.

Dalman filed the Motion to reverse the Court’s order determining that he should not be allowed to participate in distributions from the Receivership Estate due to his repeated failures to follow governing procedures and to submit necessary documents. Dalman was a victim of the Oasis Ponzi scheme perpetrated by Michael DaCorta and others. He lost approximately \$172,000. When the Receivership began its claims process, Dalman was solicited by certain investors (the “**Helpers Group**”) and a lawyer named Brent Allen Winters (“**Winters**”) who requested and received money from Dalman and others. In exchange, Winters and the Helpers Group purportedly undertook the task of representing more than 400 victims in making and submitting claims against the Receivership Estate. Winters and the Helpers Group solicited Dalman and other investors through misrepresentations regarding the Ponzi scheme and their rights in the Receivership process. The efforts of Winters and the Helpers Group were incompetent, at best, because they repeatedly failed to follow the Court’s and the Receiver’s clear directions in making claims on behalf of the victims they purported to represent. Their

efforts resulted in substantial expense to the Receivership, the denial of victims' claims, and hundreds of victims being defrauded of funds that were intended to be used for their benefit. Most relevant here, Winters and the Helpers Group failed to perfect Dalman's claims or to advise him of his rights. He relied on their misrepresentations and incompetent services. As a result, he was not permitted to participate in distributions from the Receivership Estate, and at this point, that decision should not be reversed.

BACKGROUND

The Receiver – with the Court's approval – established a claims process through which he is distributing the proceeds of the Receivership Estate to creditors, including defrauded investors. The Claim Bar Date (as defined in Doc. 230 – *i.e.*, the deadline for submitting claims to the Receiver) was June 15, 2020. As of that date (with minimal exceptions), investors and other creditors submitted approximately 800 proof of claim forms totaling approximately \$70 million. Anyone who did not submit a proof of claim form by that date is barred from participating in distributions from the Receivership Estate. *See* Doc. 231.

On June 15, 2020, Winters submitted two claims on Dalman's behalf pursuant to a standardized "Power of Attorney" form executed by Dalman (and hundreds of other investors). A representative sample of that form is attached as **Exhibit A** (Winters sent hundreds of signature pages to the Receiver but

only one complete form). Dalman did not sign his proof of claim form under oath, as required by the Court-ordered claims procedures, and the form approved by the Court was altered by Winters and the Helpers Group.

The Receiver's professionals assigned Dalman claim numbers 366 (seeking \$18,106.16 associated with an individual account) and 367 (seeking \$188,743.85 associated with an IRA account). *See* Doc. 441 (sealed claimant cross-reference list); *see also* **Composite Exhibit B** (letters from Receiver identifying claim numbers and various related procedures). Importantly, Dalman's claim amounts and proof of claim forms were inaccurate because they did not deduct the funds Dalman received from the amounts he invested, as required by governing law.

On November 9, 2021, the Receiver filed his Motion to (1) Approve Determination and Priority of Claims, (2) Pool Receivership Assets and Liabilities, (3) Approve Plan of Distribution, and (4) Establish Objection Procedure (Doc. 439) (the "**Claims Determination Motion**"). In exhibits to that document, the Receiver recommended that Dalman's claims be "allowed in part" in the amounts of \$14,328.05 and \$157,700.00, respectively:

No. 366: The claimant asserted a claim amount in excess of the Net Investment Amount. This amount includes payments the claimant does not claim he received which are supported by the Receivership Records and also likely includes False Profits, which are not recoverable. Accordingly, the Receiver recommends that this claim be allowed in part but only in the amount consistent with Receivership Records without any False Profits or other funds the claimant is not entitled to recover. Before participating in any distribution, this claimant must also execute

and submit the Personal Verification Form, as defined and explained in the motion, within the time specified by the Objection Procedure, and in accordance with that procedure.

No. 377: The claimant asserted a claim in excess of the Net Investment Amount. That amount is likely attributable to False Profits, which are not recoverable. Accordingly, the Receiver recommends that this claim be allowed in part but only in the amount consistent with Receivership Records without any False Profits or other funds the claimant is not entitled to recover. Before participating in any distribution, this claimant must also execute and submit the Personal Verification Form, as defined and explained in the motion, within the time specified by the Objection Procedure, and in accordance with that procedure.

Doc. 439-2, Ex. B at p. 26 (emphasis added).

Claimants were required to personally verify their claim forms under penalty of perjury, but Winters improperly signed and submitted hundreds of forms on behalf of claimants pursuant to his purported power of attorney. As further explained in the Claims Determination Motion,

the Court-approved procedures governing the claims process require that investors “complete and sign the Proof of Claim Form under penalty of perjury.” *See* Doc. 230 at 9; *see also* Doc. 231 ¶ 4. Every claim submitted by Winters failed to comply with this requirement. Those claims instead were executed by Winters pursuant to his purported power of attorney, which is insufficient for these purposes. Instead of denying the associated claims, the Receiver has developed a simple form again asking the investors to personally verify their claims. A copy of the form is attached as Exhibit D (the “Personal Verification Form”). It will also be made available on the Receiver’s website. Completion of this form is important for members of the Winters Group due to the substantial confusion created by his participation in this and related actions, including whether he represents certain individuals as an attorney (although not admitted to practice before this Court either permanently or on a *pro hac vice* basis) or whether the individuals are acting *pro se* or some combination thereof (as illustrated by numerous filings and appeals in related clawback litigation). Personal certification of claims is essential to maintaining the integrity of the claims process, and claimants should not be allowed to participate in distributions until they have complied with governing procedures. *See, e.g., F.T.C v. MOBE*

Ltd., 2021 WL 50335, at *3 (M.D. Fla. 2021) (“All [c]laim [f]orms shall be signed under penalty of perjury” and “[m]aterial modifications to the [c]laim [f]orm will constitute grounds for disallowing the [c]laim.”).

Id. § IV.A. (footnotes and bold emphasis omitted).

On March 7, 2022, the Court granted the Claims Determination Motion. Doc. 482. In addition to direct correspondence to each claimant, including Dalman (*see* Ex. B), the Receiver posted a copy of the Claims Determination Motion and its exhibits on the Receivership website. The post included a stark warning about the consequences of noncompliance with governing procedures:

If you have been instructed to provide additional information or documents, you must do so by April 14, 2022, as set forth in the Motion and letter. Many claimants will be required to complete a **Personal Verification Form**. **Failure to complete the form will result in a claimant’s disqualification from participating in distributions of assets.**

See www.oasisreceivership.com/claims-process, last accessed Dec. 3, 2024.

The Receiver was informed that certain individuals were encouraging claimants not to submit the forms. Upon learning of this, on April 13, 2022, the Receiver sent a letter to all email addresses registered through the Receivership website to counter the false information and again urge the claimants to sign and return the form to perfect their claims. *See* **Exhibit C**.¹

¹ *See id.* (“Again, if you chose to ignore your obligations in this claims process, you risk recovering nothing. Instead, money that would have been paid in satisfaction of your claim(s) could be paid to other investors who either personally and properly executed their initial proof of claim forms in accordance with the governing instructions, or alternatively, submitted a Personal Verification Form, as required by their claim determinations.”).

The Receiver also allowed the claimants additional time to submit these forms. Despite the Receiver's efforts, 29 claims were not personally verified by the associated claimants.

On August 26, 2022, the Receiver sent direct letters to these claimants, including Dalman, by mail and email (if available) and also sent copies to Winters. *See Exhibit D* (letters sent to Dalman by mail and email). The letters informed Dalman and the other claimants that the Receiver had not obtained Personal Verification Forms from them, provided an additional window of time to submit the forms, and stated that failure to submit the forms would likely result in their claims being excluded from the distribution of Receivership funds. The Receiver obtained forms signed by claimants for 15 of those 29 claims. On the day of the deadline for this additional opportunity to submit the Personal Verification Forms, the Receiver's professionals received emails from Winters with 29 virtually identical Personal Verification Forms. Despite clear directions that these forms were required to be signed by the claimants themselves, Winters executed all forms as power of attorney. His actions simply repeated the deficiency that caused the Receiver to employ the Personal Verification Forms in the first place. A copy of Dalman's form (along with a frivolous declaration) is attached as **Exhibit E**.

On many occasions, the Receiver personally (and through those assisting him) attempted to contact the victims to explain the folly of their actions and

the falsity of what they were being told by Winters and the Helpers Group. Many of those claimants, however, routinely refused to speak with the Receiver or his professionals, aside from referring them to Winters, who has no office and seems to conceal his residence and location.

On December 9, 2022, the Receiver filed his Motion For An Order (1) Approving A First Interim Distribution Of \$10 Million; (2) Approving The Receiver's Final Determinations Regarding Unperfected Or Incomplete Claims; And (3) Overruling Limited Objections To Certain Claim Determinations. Doc. 694 (the "**First Distribution Motion**"). In that document, the Receiver reported the results of the PVF initiative as follows:

Approximately 408 claimants were required to submit a Personal Verification Form approved by the Court. Only approximately 375 claimants initially submitted the required document. Because the Receiver was informed that some individuals were encouraging claimants not to submit the form, he allowed claimants who failed to comply an additional opportunity to do so. Even with this second chance, claimants associated with 14 claims again failed to submit a properly executed Personal Verification Form.

Id. at 4. Dalman was one such claimant. Contrary to the Court's and the Receiver's express instructions, Winters executed and submitted Personal Verification Forms on Dalman's behalf pursuant to his purported power of attorney. See Ex. E. As further explained in the First Distribution Motion,

[p]ersonal certification of claims is essential to maintaining the integrity of the claims process, and claimants should not be allowed to participate in distributions until they have complied with governing procedures. *See, e.g., F.T.C v. MOBE Ltd.*, 2021 WL 50335, at *3 (M.D. Fla. 2021) ("All [c]laim [f]orms shall be signed under penalty of perjury" and

“[m]aterial modifications to the [c]laim [f]orm will constitute grounds for disallowing the [c]laim.”). Because the Receiver has gone above and beyond to allow these claimants the opportunity to perfect and maintain their claims despite significant, repeated hinderance from Winters and his associates, the Receiver is compelled to ask the Court to determine that the claimants who failed to submit a signed Personal Verification Form not be allowed to participate in the distribution of Receivership funds, as set forth on Exhibit 3. *See* Claim Nos. 291, 317, 359, **366, 367**, 418, 469, 470, 515, 521, 584, 649, 664, and 674.

Doc. 694 at 17-20 (footnotes omitted; emphasis on claim numbers added).

Exhibit 3 to the First Distribution Motion thus recommended that Dalman not participate in the first interim distribution with respect to either of his claims (*i.e.*, 366 and 367):

This claim was submitted by Brent Winters on behalf of the claimant. Pursuant to the Court’s order, the claimant was required to submit a Personal Verification Form verifying the accuracy of the claim. The claimant did not submit a Personal Verification Form even after receiving additional notice and time to do so. Rather, Mr. Winters submitted a form on his behalf which was not signed by the claimant but again by Mr. Winters as purported power of attorney. As stated in the motion, the Receiver recommends that this claim not be allowed to participate in the distribution of Receivership funds as provided on this Exhibit.

Doc. 694, Ex. 3 at p. 3 (original emphasis). No one filed an opposition to the First Distribution Motion. On January 27, 2023, the Magistrate Judge submitted a report, which recommended that the Court grant the First Distribution Motion. *See* Doc. 705. Overruling six frivolous objections (none from Dalman), the Court adopted the report and granted the First Distribution Motion on March 15, 2023. *See* Doc. 730. On April 6, 2023, the Receiver mailed

checks to those who were entitled to receive them, and as a result, the first interim distribution is now complete. Dalman did not participate.

On February 28, 2024, the Receiver filed a motion seeking approval to make a second interim distribution of approximately \$9 million to claimants with allowed claims. *See* Doc. 805. No one filed an opposition to the motion, and the Magistrate Judge submitted a report, which recommended that the Court grant the second interim distribution motion. Doc. 808. No one objected to the report, and on April 8, 2024, the Court adopted its recommendation and granted the motion. Doc. 810. Due to the deficiencies discussed above, Dalman was not included in the motion, and he thus did not participate in the second interim distribution. The Receiver has since concluded both interim distributions, which resulted in the transfer of approximately \$19 million to participating claimants with approved claims. At this time, reconsidering denied claims would cause substantial disruption of the Receivership's administration and would be particularly inappropriate given the extensive efforts of the Receiver and the Court to guide the claimants with respect to complying with the requirements of the claims process.

ARGUMENT

Dalman moves the Court for "reconsideration of the denial of his claim" (Mot. at 2), but for clarity, Dalman submitted two claims, and neither were denied. As explained above and in the excerpted and cited documents,

Dalman's claims were "allowed in part" – *i.e.*, he was not entitled to receive false profits or other funds above his Net Investment Amount, but his claims were otherwise allowed in the total amount of \$172,028.05 as long as he submitted a Personal Verification Form. Like hundreds of other claimants facing similar requirements, Dalman could have participated in the first and second interim distributions by submitting the required form, but he failed to personally verify his claims under penalty of perjury. Instead, Winters executed Dalman's form pursuant to his purported power of attorney, which simply repeated the error that necessitated the creation of the Personal Verification Form in the first place. Although Dalman does not specify which of the various claims process orders he is asking the Court to reconsider, the Court's order (Doc. 730) approving the First Distribution Motion (the "**Order**") is the most appropriate because that Order terminated the various contingencies associated with Dalman's claims and finally foreclosed his ability to participate in distributions.

"The Court's reconsideration of a prior order is an extraordinary remedy." *Taylor Woodrow Const. Corp. v. Sarasota/Manatee Airport Auth.*, 814 F. Supp. 1072, 1072-73 (M.D. Fla. 1993). "Exercise of this power must of necessity be used sparingly." *Id.* "When issues have been carefully considered and decisions rendered, the only reason which should commend reconsideration of that decision is a change in the factual or legal underpinning

upon which the decision was based.” *Id.* Dalman’s Motion should be denied for at least six independent reasons.

First, the Receiver is sympathetic to Dalman’s position and believes his claims about Winters are truthful and likely accurate, but the Receiver has also been aggressively waiving red flags about Winters and his associates for years, including multiple warnings through mass emails to investors, dedicated sections in numerous interim reports, and even a special report regarding the obstruction of the Receivership, the contents of which the Court described as concerning. *See, e.g.*, Docs. 811 (supplemental report) & 812 (“The Court is concerned by the report’s contents.”); *see also* Doc. 655 (13th Interim Report, filed more than two years ago on August 1, 2022).² There is nothing new or unique about Dalman’s situation that requires reconsideration of the Order. If he was misled, he should seek recourse from Winters and his associates through a suit for malpractice or professional negligence rather than from the Receivership Estate through the instant Motion.

² *See* Doc. 655 at 39: “Presumably, the trial and conviction of DaCorta on all counts by a jury of 12 citizens who required less than four hours to determine his guilt should allay any concerns about the fraudulent nature of the Oasis scheme. It should also convince the victims of this scheme that Winters and the “Oasis Helper Group” have misled them from the start and should be ignored in the future. The Receiver believes it a shame that the victims of the scheme were misled in making their investments, but their continued deception and evasion during the claims process is inexcusable. For more than two years and with the Court’s approval, the Receiver has afforded claimants substantial due process and several opportunities to comply with governing procedures and/or correct deficiencies in claims and supporting documents. Aside from additional action under the Objection Procedure for qualified claimants, the Receiver is unlikely to provide further opportunities unless expressly directed otherwise by the Court.”

Second, the Receiver has already distributed approximately 33.28% of all approved claimants' Allowed Amounts through the first and second interim distributions. As such, allowing Dalman to retroactively participate in those distributions would cost the Receivership Estate approximately \$57,250.93 and force the Receivership to incur additional expenses recalculating *pro rata* percentages for all other claimants. Given the advanced stage of this Receivership, remaining funds are limited and needed for, among other things, administration and litigation expenses. Similarly, the Receiver contemplates a third and likely final distribution to all claimants, and the funds available for that distribution would also be diminished by granting the Motion.

Third, claimants associated with 12 other claims equaling a combined Allowed Amount of at least \$580,237.10 also failed to properly submit Personal Verification Forms. Granting Dalman's Motion could open the door to additional motions from these individuals, possibly costing the Receivership Estate approximately \$193,102.91.

Fourth, the Order is arguably final because the first and second interim distributions have been made and are irreversible. Relief from a final order or judgment is governed by Federal Rule of Civil Procedure 60. Motions seeking relief based on mistake, inadvertence, surprise, excusable neglect, newly discovered evidence, fraud, misrepresentation, or misconduct must be filed within one year of the challenged order. Fed. R. Civ. P. 60(c)(1). Here, the Court

issued the pertinent Order on March 15, 2023 – *i.e.*, more than one year and eight months ago. Earlier related orders were issued even longer ago, and as noted above, the Receiver has been warning the Court and the claimants about Winters for years. In addition, nothing in the motion satisfies the requirements of Rule 60, even setting aside the timeliness issue.

Fifth, as mentioned above, Dalman has other remedies at law. For example, he could bring a malpractice or professional negligence case against Winters and his associates for ignoring the Court's orders and compromising Dalman's claims.³ In this equity Receivership, the Court should not overturn equitable decisions already made when the affected claimant has an adequate remedy at law.

Sixth, Dalman has still not submitted a properly executed Personal Verification form.

CONCLUSION

For the foregoing reasons, the Court should deny the Motion. If the Court grants the Motion in any respect, it should only allow Dalman to participate in

³ According to information obtained by the Receiver, the Helpers Group continues to solicit money from investors. At least in part, the money is being used to pay the legal fees of Michael DaCorta based on a fabrication that, when his appeal is successful, DaCorta will sue the government and the Receiver for more than \$700 million, which will purportedly result in the victims recovering all of their losses. Neither the Helpers Group nor Winters nor DaCorta's appellate lawyer have disclosed to his victims the conflict of interest between the victims' representation by Winters in the claims process, on the one hand, and the raising of money to defend DaCorta, the architect of the very scheme that victimized the investor-claimants, on the other hand. *See generally* **Exhibit F**.

any future distribution and only if he submits a properly executed Personal Verification Form.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 9, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I have also provided the following non-CM/ECF participants with a true and correct copy of the foregoing by postal and electronic mail:

David Dalman
448 Quail Hallow Drive
Ione, CA 95640
daddalman@gmail.com

Respectfully submitted,

/s/ Jared J. Perez
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Fax: (813) 347-5198

Attorneys for Burton W. Wiand, Receiver

EXHIBIT A

POWER OF ATTORNEY

I, [REDACTED] living in [REDACTED]
[REDACTED] do hereby appoint, Brent Allan Winters, of Terre Haute, Indiana as my private Counsel and Agent to act for me in any lawful way in respect to the following subjects:

Claims and litigation. To commence, prosecute, discontinue, or defend all actions or other legal proceedings touching upon my property, real or personal, or any part thereof, or touching any matter in which I or my property, real or personal, may be in any way concerned and arising or deriving exclusively from *COMMODITY FUTURES TRADING COMMISSION V. OASIS INTERNATIONAL GROUP, LTD*; OASIS MANAGEMENT, LLC, SATELLITE HOLDINGS COMPANY; MICHAEL J. DACORTA; JOSEPH S. ANILE, II; RAYMOND P. MONTIE III; FRANCISCO "FRANK" L. DURAN; JOHN J. HAAS; DEFENDANTS AND/OR RELIEF DEFENDANTS per Case Number 8:19-cv-00886-VMC-SPF in the United States District Court Middle District of Florida, Tampa Division. To defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation, or other legal entity, in such manner and in all respects as my Counsel and Agent shall deem proper solely as relates directly to the foregoing specific complaint and/or such case(s) as may derive directly from it, including derivative civil and/or criminal cases.

Appearance. To appear, cross-examine witnesses, take deposition(s), offer evidence in my defense, submit Affidavits and other pertinent paperwork, plead or defend on my behalf before any competent court of Jurisdiction respecting the aforesaid case and any derivative thereof.

THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

THIS POWER OF ATTORNEY SHALL BE CONSTRUED AS A DURABLE POWER OF ATTORNEY AND SHALL CONTINUE TO BE EFFECTIVE EVEN IF I BECOME DISABLED, INCAPACITATED, OR INCOMPETENT.

Right to Compensation. My Agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

Choice of Law. THIS POWER OF ATTORNEY WILL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA WITHOUT REGARD FOR CONFLICTS OF LAWS PRINCIPLES. IT WAS EXECUTED IN THE STATE OF INDIANA AND IS INTENDED TO BE VALID IN ALL JURISDICTIONS OF THE UNITED STATES OF AMERICA AND ALL FOREIGN NATIONS.

I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 1st day of May, 2020

All Rights Reserved Without Prejudice. Non-Assumpsit. 28 U.S.C. 1746(1)

Signed:
(print name)

Notary Public's Jurat and Acknowledgment

State of Illinois)
County of Marshall)

BEFORE ME, the undersigned authority, a Notary Public, of the County: Marshall,
State of IL, this 1st day of May 2020 A.D.,
Robert Anderson did personally appear and was known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man whose name is subscribed on this **Power of Attorney**, and who, upon first being duly sworn or affirmed, deposes and says that the foregoing declarations in this **Power of Attorney** respecting the certain facts described are true to the best of his knowledge and belief.

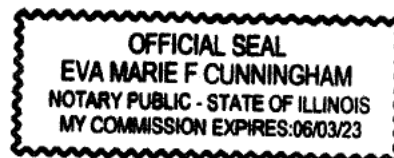
WITNESS my hand and official seal.

/s/ Eva Marie F Cunningham

SEAL NOTARY PUBLIC

My Commission Expires On:

06/03/2023



I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 12 day of May, 2020

All Rights Reserved Without Prejudice. Non-Assumpsit. 28 U.S.C. 1746(1)

Signed:

(print name): David Dalman

Notary Public's Jurat and Acknowledgment

State of California)

County of Stanislaus)

BEFORE ME, the undersigned authority, a Notary Public, of the County: Stanislaus

State of California, this 12 day of May 2020 A.D.,

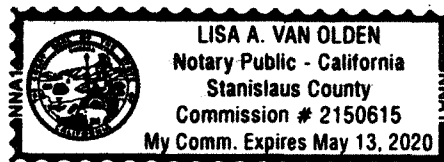
David Dalman, did personally appear and was known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man whose name is subscribed on this **Power of Attorney**, and who, upon first being duly sworn or affirmed, deposes and says that the foregoing declarations in this **Power of Attorney** respecting the certain facts described are true to the best of his knowledge and belief.

WITNESS my hand and official seal.

/s/ [Signature]

SEAL NOTARY PUBLIC

My Commission Expires On:



I am fully informed as to all the contents of this form and understand the full import of this grant of powers to my Agent.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Signed this 12 day of May, 2020

All Rights Reserved Without Prejudice. Non-Assumpsit. 28 U.S.C. 1746(1)

Signed: [Signature]
(print name): David Dalman

Notary Public's Jurat and Acknowledgment

State of California)
County of Stanislaus)

BEFORE ME, the undersigned authority, a Notary Public, of the County: Stanislaus.

State of California, this 12 day of May 2020 A.D.

David Dalman, did personally appear and was known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man whose name is subscribed on this **Power of Attorney**, and who, upon first being duly sworn or affirmed, deposes and says that the foregoing declarations in this **Power of Attorney** respecting the certain facts described are true to the best of his knowledge and belief.

WITNESS my hand and official seal.

/s/ [Signature]

SEAL NOTARY PUBLIC

My Commission Expires On:

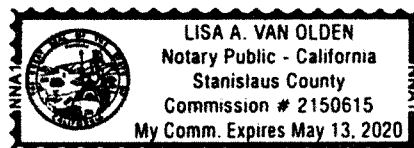


EXHIBIT B

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

March 25, 2022

David Dalman
448 Quailhollow Drive
Ione, CA 95640

Re: Oasis Receivership
Claimant Name: David Dalman
Claim Number: 366

Dear Claimant:

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

The Court has approved my recommended determination of the above claim. This determination is set forth in the Exhibits attached to the Motion and is addressed in the body of the Motion. You are strongly urged to review my Court-approved determination of your claim as stated in the Motion and its Exhibits. There are instances where the Court approved my recommendation to either deny a claim or allow a portion of the amount claimed. There are also instances where the claimant is required to take additional action to maintain the claim. For instance, if you submitted your claim through Brent Winters, you are required to complete and return a Personal Verification Form. Also, certain claimants who invested through New Horizon Capital Ventures, Inc. are required to submit a Proof of Claim Form for their respective claim. If you are required to submit any such form, documentation, or additional information, you must do so **no later than April 14, 2022** or your claim may be deemed denied. The Personal Verification Form and Proof of Claim Form are available on the Receiver's website or may be requested through Ms. Stephens.

If you wish to dispute my determination of the above claim, its priority, or the plan of distribution, you **MUST** serve me with a written objection **no later than April 14, 2022**. Your objection must clearly state the nature and basis of the objection and provide all supporting statements and documentation that you wish me and, if we are unable to resolve your objection, the Court to consider. Please also include your claim number, name, and telephone number with your objection.

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

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

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

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

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

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

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

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

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

Sincerely yours,



Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To:
Brent Allan Winters

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

March 25, 2022

David Dalman
448 Quailhollow Drive
Ione, CA 95640

Re: Oasis Receivership
Claimant Name: Equity Trust Company Custodian FBO David Dalman
Claim Number: 367

Dear Claimant:

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

The Court has approved my recommended determination of the above claim. This determination is set forth in the Exhibits attached to the Motion and is addressed in the body of the Motion. You are strongly urged to review my Court-approved determination of your claim as stated in the Motion and its Exhibits. There are instances where the Court approved my recommendation to either deny a claim or allow a portion of the amount claimed. There are also instances where the claimant is required to take additional action to maintain the claim. For instance, if you submitted your claim through Brent Winters, you are required to complete and return a Personal Verification Form. Also, certain claimants who invested through New Horizon Capital Ventures, Inc. are required to submit a Proof of Claim Form for their respective claim. If you are required to submit any such form, documentation, or additional information, you must do so **no later than April 14, 2022** or your claim may be deemed denied. The Personal Verification Form and Proof of Claim Form are available on the Receiver's website or may be requested through Ms. Stephens.

If you wish to dispute my determination of the above claim, its priority, or the plan of distribution, you **MUST** serve me with a written objection **no later than April 14, 2022**. Your objection must clearly state the nature and basis of the objection and provide all supporting statements and documentation that you wish me and, if we are unable to resolve your objection, the Court to consider. Please also include your claim number, name, and telephone number with your objection.

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

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

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

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

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

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

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

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

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

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Burton W. Wiand". The signature is fluid and cursive, with the first name "Burton" being more prominent.

Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To:
Brent Allan Winters

EXHIBIT C



Oasis Receivership

Burton W. Wiand, as receiver for Oasis International Group, Ltd. and related entities (the “Receiver”), reminds claimants that Personal Verification Forms must be submitted to the Receiver and his professionals by tomorrow – April 14, 2022. Investors are cautioned to review their [claim determinations](#) carefully. Claimants should not assume they are exempt from submitting a Personal Verification Form simply because their claim(s) were approved in full or approved in part. Many claim determinations contain the following language: “Before participating in any distribution, this claimant must also execute and submit the Personal Verification Form, as defined and explained in the motion, within the time specified by the Objection Procedure, and in accordance with that procedure.” If your claim determination includes this Court-approved instruction, you must complete and return the Personal Verification Form accordingly. If you choose to ignore this Court-approved instruction, you will incur a significant risk of exclusion from any and all distributions of Receivership assets. At present, the Receivership accounts contain approximately \$13 million, and the Receiver is seeking remission of approximately \$8 million from the Department of Justice for a subtotal of \$21 million. In addition, litigation and other efforts are underway to bring more money into the Receivership. Again, if you choose to ignore your obligations in this claims process, you risk recovering nothing. Instead, money that would have been paid in satisfaction of your claim(s) could be paid to other investors who either personally and properly executed their initial proof of claim forms in accordance with the governing instructions, or alternatively, submitted a Personal Verification Form, as required by their claim determinations.

The Personal Verification Form is available [on the Receiver’s website](#). The Receiver strongly encourages all claimants to perfect their claims so that they can share in distributions of Receivership assets. To make that process as convenient as possible, the Receiver will accept Personal Verification Forms submitted by email to astephens@guerraking.com, by fax to 813-347-5198, or by mail to Maya Lockwood, Guerra King P.A., 1408 N. Westshore Blvd., Suite 1010, Tampa, FL 33607. The Receiver has been informed that certain individuals are encouraging claimants not to submit the Personal Verification Form. The Receiver believes that advice is unwise and will result in unfortunate outcomes.

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

Our mailing address is:
1408 N. Westshore Boulevard, Suite 1010 | Tampa, FL 33607

Want to change how you receive these emails?
You can [update your preferences](#) or [unsubscribe from this list](#).



EXHIBIT D

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

August 26, 2022

By U.S. Mail and Email (daddalman@gmail.com)

David Dalman
448 Quailhollow Drive
Ione, CA 95640

Re: Oasis Receivership
Claimant Name: David Dalman
Claim Number: 366

Dear Claimant:

I am writing to you as the Court-appointed Receiver in the above matter. On March 7, 2022, the Court entered an order granting my motion, among other things, to approve my determinations of claims. On March 25, 2022, I sent you a letter informing you that the Court had approved my determination of the above claim. Because Brent Winters submitted the Proof of Claim Form on your behalf, you were required to submit a Personal Verification Form to verify the above claim no later than April 14, 2022 or you would not be entitled to participate in any distribution of Receivership funds.

I did not receive a Personal Verification Form from you by this date. I was informed that certain individuals encouraged claimants not to submit the Personal Verification Form. This is unwise and, as noted above, likely will result in the above claim being excluded from the distribution of Receivership Funds. In case you were confused or misled, I am allowing you an additional seven business days to provide an executed Personal Verification Form for the above claim. A copy of the Personal Verification Form is attached. You must submit the Personal Verification Form to me at Burton W. Wiand, as Receiver c/o Maya M. Lockwood, Esq., Guerra King P.A., The Towers at Westshore, 1408 N. Westshore Blvd., Suite 1010, Tampa, Florida 33607 so that it is **received no later than Wednesday, September , 2022**. In the interest of time, you may email the completed and signed Personal Verification Form to Amanda Stephens at astephens@guerraking.com as long as the original signed form is also sent to me by mail.

If you have any questions, please feel free to call or email Ms. Stephens at (813) 347-5120 or astephens@guerraking.com.

Sincerely yours,



Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To: Brent Allan Winters

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

August 26, 2022

By U.S. Mail and Email (daddalman@gmail.com)

David Dalman
448 Quailhollow Drive
Ione, CA 95640

Re: Oasis Receivership
Claimant Name: Equity Trust Company Custodian FBO David Dalman
Claim Number: 367

Dear Claimant:

I am writing to you as the Court-appointed Receiver in the above matter. On March 7, 2022, the Court entered an order granting my motion, among other things, to approve my determinations of claims. On March 25, 2022, I sent you a letter informing you that the Court had approved my determination of the above claim. Because Brent Winters submitted the Proof of Claim Form on your behalf, you were required to submit a Personal Verification Form to verify the above claim no later than April 14, 2022 or you would not be entitled to participate in any distribution of Receivership funds.

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If you have any questions, please feel free to call or email Ms. Stephens at (813) 347-5120 or astephens@guerraking.com.

Sincerely yours,



Burton W. Wiand
as Court-Appointed Receiver

Copies Provided To: Brent Allan Winters

EXHIBIT E

UNITED STATES DISTRICT
COURT MIDDLE DISTRICT OF
FLORIDA TAMPA DIVISION

COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

Case No. 8:19-cv-00886-VMC-SPF

OASIS INTERNATIONAL GROUP
LIMITED; OASIS
MANAGEMENT, LLC; SATELLITE
HOLDINGS COMPANY;
MICHAEL J. DACORTA; JOSEPH
S. ANILE, II; RAYMOND P.
MONTIE, III; FRANCISCO
“FRANK” L. DURAN; and JOHN
J. HAAS,

Defendants,

and

MAINSTREAM FUND SERVICES,
INC.; BOWLING GREEN
CAPITAL MANAGEMENT LLC;
LAGOON INVESTMENTS, INC.;
ROAR OF THE LION FITNESS,
LLC; 444 GULF OF MEXICO
DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922
LACANTERA CIRCLE, LLC; 13318
LOST KEY PLACE, LLC; and
4OAKS LLC,

Relief Defendants.

DECLARATION OF DAVID DALMAN

PURSUANT TO 28 U.S.C. 1746(1)

I, DAVID DALMAN, am an adult under no disability, competent to testify to my understanding and state of mind as follows:

1. I make this Declaration on 07 September 2022;
2. It is my understanding of the terms of acceptance of funds from the Receivership Trust in the Receivership Case cited above, that my reception of a distribution from the Receiver Burton Wiand (“Receiver” or “Receivership”) does not foreclose the Receiver’s fiduciary duty to me to make more distributions, as the law of fiduciary duty requires;
3. Thus, it is my understanding that any distributions the Receiver gives to me, or causes to be distributed to me, from this Receivership; or that any successor(s) to the Receiver, or that any law firm as representative of the Receiver or the Receivership Trust distributes to me, which does not constitute payment in full of all principal and interest to which law entitles me, less any lawful costs, according to my claim filed at the beginning of this Case, shall require the Receiver to make further distribution(s) to me until the Receiver has distributed to me lawful payment in full under his fiduciary obligation;

I declare under penalty of perjury that the foregoing is a true and correct record of my understanding and state of mind, to the best of my knowledge and belief, respecting my relationship with the Receiver;

Further, Declarant saith not.

PERSONAL VERIFICATION FORM

C.F.T.C. v. Oasis International Group, Ltd., et al.

INSTRUCTIONS: The Court-approved instructions governing this claims process required that each Proof of Claim Form be signed by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. The Claimant must also attest under penalty of perjury that the information, including any information provided by the Receiver, is true and correct. Certain Claimants failed to personally sign their Proof of Claim Forms under penalty of perjury. Personal verification is essential to the integrity of the claims process, and the Receiver is entitled to reject unsigned or otherwise unverified claims. To avoid the outright rejection of unverified claims, the Receiver is allowing these Claimants to verify their claims through this Personal Verification Form. Claimants who failed to personally sign a Proof of Claim Form must complete and serve this Personal Verification Form to Burton W. Wiand, Receiver c/o Maya M. Lockwood, Esq., Guerra King P.A., The Towers at Westshore, 1408 N Westshore Blvd., Suite 1010, Tampa, Florida 33607 no later than April 14, 2022. Altered forms will not be accepted. This form should not be filed with the Court. Claimants who have not personally verified their claim and do not return a complete and executed Personal Verification Form to the Receiver within the time specified will not be permitted to participate in distributions of recovered money from the Receivership. If a claim was submitted by more than one person, all persons submitting the claim must sign below certifying under penalty of perjury that the information provided is true and correct. If you have any questions regarding this form or whether you are required to submit a Personal Verification Form, you may contact Amanda Stephens at (813) 347-5120 or astephens@guerraking.com.

VERIFICATION

1. State the full name of the Claimant(s) (the person or entity who submitted the claim or who had a claim submitted on his, her, its, or their behalf). _____
DAVID DALMAN

2. Brent Winters is representing me in this Receivership, including my claim to any Receivership assets: Yes X No _____

3. I confirm and accept the one mailing address provided in my Proof of Claim Form where I authorize the receipt of all future communications relating to my claim, including any possible distribution payment I may be entitled to receive. If you wish to change this address, provide the new address here: _____

It is the Claimant's sole responsibility to advise the Receiver of any change to this address after submission of this form.

By signing below, I certify under penalty of perjury ~~pursuant to Florida law~~ that I have reviewed the Proof of Claim Form submitted to the Receiver by me and/or on my behalf and that the information provided in this Personal Verification Form and in the Proof of Claim Form is true and correct.

Signature of Power of Attorney: /s/ Brent Allan Winters

Print Name: Brent Allan Winters

Date: September 7, 2022

Title (if any): Power of Attorney

If joint claim:

Signature of Power of Attorney: /s/ Brent Allan Winters

Print Name: Brent Allan Winters (POA)

Date: 7 September, 2022

Title (if any): Power of Attorney

UNITED STATES DISTRICT
COURT MIDDLE DISTRICT OF
FLORIDA TAMPA DIVISION

COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

v.

Case No. 8:19-cv-00886-VMC-SPF

OASIS INTERNATIONAL GROUP
LIMITED; OASIS
MANAGEMENT, LLC; SATELLITE
HOLDINGS COMPANY;
MICHAEL J. DACORTA; JOSEPH
S. ANILE, II; RAYMOND P.
MONTIE, III; FRANCISCO
“FRANK” L. DURAN; and JOHN
J. HAAS,

Defendants,

and

MAINSTREAM FUND SERVICES,
INC.; BOWLING GREEN
CAPITAL MANAGEMENT LLC;
LAGOON INVESTMENTS, INC.;
ROAR OF THE LION FITNESS,
LLC; 444 GULF OF MEXICO
DRIVE, LLC; 4064 FOUNDERS
CLUB DRIVE, LLC; 6922
LACANTERA CIRCLE, LLC; 13318
LOST KEY PLACE, LLC; and
4OAKS LLC,

Relief Defendants.

DECLARATION OF DAVID DALMAN

PURSUANT TO 28 U.S.C. 1746(1)

I, DAVID DALMAN, am an adult under no disability, competent to testify to my understanding and state of mind as follows:

1. I make this Declaration on 07 September 2022;
2. It is my understanding of the terms of acceptance of funds from the Receivership Trust in the Receivership Case cited above, that my reception of a distribution from the Receiver Burton Wiand (“Receiver” or “Receivership”) does not foreclose the Receiver’s fiduciary duty to me to make more distributions, as the law of fiduciary duty requires;
3. Thus, it is my understanding that any distributions the Receiver gives to me, or causes to be distributed to me, from this Receivership; or that any successor(s) to the Receiver, or that any law firm as representative of the Receiver or the Receivership Trust distributes to me, which does not constitute payment in full of all principal and interest to which law entitles me, less any lawful costs, according to my claim filed at the beginning of this Case, shall require the Receiver to make further distribution(s) to me until the Receiver has distributed to me lawful payment in full under his fiduciary obligation;

I declare under penalty of perjury that the foregoing is a true and correct record of my understanding and state of mind, to the best of my knowledge and belief, respecting my relationship with the Receiver;

Further, Declarant saith not.

PERSONAL VERIFICATION FORM

C.F.T.C. v. Oasis International Group, Ltd., et al.

INSTRUCTIONS: The Court-approved instructions governing this claims process required that each Proof of Claim Form be signed by the Claimant or, if the Claimant is not an individual, by an authorized agent of the Claimant. The Claimant must also attest under penalty of perjury that the information, including any information provided by the Receiver, is true and correct. Certain Claimants failed to personally sign their Proof of Claim Forms under penalty of perjury. Personal verification is essential to the integrity of the claims process, and the Receiver is entitled to reject unsigned or otherwise unverified claims. To avoid the outright rejection of unverified claims, the Receiver is allowing these Claimants to verify their claims through this Personal Verification Form. Claimants who failed to personally sign a Proof of Claim Form must complete and serve this Personal Verification Form to Burton W. Wiand, Receiver c/o Maya M. Lockwood, Esq., Guerra King P.A., The Towers at Westshore, 1408 N Westshore Blvd., Suite 1010, Tampa, Florida 33607 no later than April 14, 2022. Altered forms will not be accepted. This form should not be filed with the Court. Claimants who have not personally verified their claim and do not return a complete and executed Personal Verification Form to the Receiver within the time specified will not be permitted to participate in distributions of recovered money from the Receivership. If a claim was submitted by more than one person, all persons submitting the claim must sign below certifying under penalty of perjury that the information provided is true and correct. If you have any questions regarding this form or whether you are required to submit a Personal Verification Form, you may contact Amanda Stephens at (813) 347-5120 or astephens@guerraking.com.

VERIFICATION

1. State the full name of the Claimant(s) (the person or entity who submitted the claim or who had a claim submitted on his, her, its, or their behalf). _____
DAVID DALMAN

2. Brent Winters is representing me in this Receivership, including my claim to any Receivership assets: Yes X No _____

3. I confirm and accept the one mailing address provided in my Proof of Claim Form where I authorize the receipt of all future communications relating to my claim, including any possible distribution payment I may be entitled to receive. If you wish to change this address, provide the new address here: _____

It is the Claimant's sole responsibility to advise the Receiver of any change to this address after submission of this form.

By signing below, I certify under penalty of perjury ~~pursuant to Florida law~~ that I have reviewed the Proof of Claim Form submitted to the Receiver by me and/or on my behalf and that the information provided in this Personal Verification Form and in the Proof of Claim Form is true and correct.

Signature of Power of Attorney: /s/ Brent Allan Winters

Print Name: Brent Allan Winters

Date: September 7, 2022

Title (if any): Power of Attorney

If joint claim:

Signature of Power of Attorney: /s/ Brent Allan Winters

Print Name: Brent Allan Winters (POA)

Date: 7 September, 2022

Title (if any): Power of Attorney

EXHIBIT F

Subject: FW: Attorney-Client Invoice
Attachments: 21-06-15 Evidentiary Hearing Transcript page 102.pdf; Exhibits D and E of Doc 454.pdf; Recovery Goal.xlsx

From: David Dalman <daddalman@gmail.com>
Sent: Friday, August 9, 2024 10:27 AM
To: Burton Wiand <burt@burtonwwiandpa.com>; Eric Rouen <rouenlaw@att.net>
Subject: Fwd: Attorney-Client Invoice

----- Forwarded message -----
From: Oasis Helpers <oasishelpers@oasisreplevin.net>
Date: Thu, Jul 18, 2024 at 9:18 AM
Subject: Attorney-Client Invoice
To: David Dalman <Daddalman@gmail.com>

Dear David,

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.

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.

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.

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

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 Thank you.

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. ----- 16055495,16055316
2. Registered Acct. Name ----- David Dalman
3. Acct. Holder ----- David Dalman
4. Claim No.----- 366
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

For Payment Terms & Questions

Please contact Jason at: Treasurer@OasisReplevin.net

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

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 11TH 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