# UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA TAMPA DIVISION

COMMODITY FUTURES TRADING COMMISSION,

Case No. 8:19-CV-886-VMC-SPF

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

FUNDAMDINISTRATION, 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. |  |
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RECEIVER'S TWENTY-SIXTH INTERIM MOTION FOR ORDER AWARDING FEES, COSTS, AND REIMBURSEMENT OF COSTS TO RECEIVER AND HIS PROFESSIONALS

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") pursuant to the Court's order dated July 11, 2019 (the "Consolidated Order"), respectfully moves the Court for the entry of an order awarding fees and the reimbursement of costs to the Receiver and his professionals. See Doc. 98 (approving retention of professionals). This motion covers all fees and costs incurred from July 1, 2025 through September 30, 2025. The Standardized Accounting Report (the "Accounting Report") for the time covered by this motion is attached as Exhibit 1.2

#### Case Background and Status

As of the date of filing this motion, the Court has appointed Burton W. Wiand as Receiver over the assets of the following entities and individuals:

- International a) Defendants Oasis Group, Limited: Management, LLC; Satellite Holdings Company; Michael J. DaCorta; Joseph S. Anile, II; Francisco "Frank" L. Duran; John J. Haas; and Raymond P. Montie, III; and
- Relief defendants Bowling Green Capital Management, LLC; b) Lagoon Investments, Inc.; Roar of the Lion Fitness, LLC; 444 Gulf of Mexico Drive, LLC; 4064 Founders Club Drive, LLC; 6922

<sup>&</sup>lt;sup>1</sup> On July 11, 2019, the Court entered the Consolidated Order (Doc. 177), which combined and superseded two prior orders (Docs. 7 and 44) and is the operative document governing the Receiver's activities. See also Doc. 390 (reappointing Receiver).

<sup>&</sup>lt;sup>2</sup> The Commodity Futures Trading Commission ("CFTC" or the "Commission") provided the Receiver with detailed Billing Instructions for Receivers in Civil Actions Commenced by the Commission (the "Billing Instructions"). The Accounting Report is one of the requirements contained in the Billing Instructions.

Lacantera Circle, LLC; 13318 Lost Key Place, LLC; and 4Oaks LLC.<sup>3</sup>

See Doc. 177. The foregoing defendants and relief defendants are collectively referred to as the "Receivership Entities."

On October 30, 2025, the Receiver filed his Twenty-Sixth Interim Report (Doc. 882) (the "Interim Report"). The Interim Report contains comprehensive and detailed information regarding the case background and status; the recovery of assets; financial information about Receivership Entities; the Receiver's proposed course of action regarding assets in the Receivership Estate; the claims process; and related (and/or contemplated) litigation involving Receivership Entities. The Receiver incorporates the Interim Report into this motion and has attached a true and correct copy of the Interim Report as <u>Exhibit 2</u> for the Court's convenience. The Interim Report addresses all activity that resulted in the fees and costs sought in this motion.

#### **Professional Services Rendered and Costs Incurred**

The Consolidated Order authorizes the Receiver to "solicit persons and entities ('Retained Personnel') to assist him in carrying out the duties and

<sup>&</sup>lt;sup>3</sup> Fundadministration, Inc. ("**Fundadministration**") was a relief defendant, but the Receiver was not acting as Receiver over all that entity's assets. The company maintained three accounts at Citibank, N.A. One of these accounts contained funds in the amount of approximately \$6,012,397.78 belonging to Oasis International Group, Limited. Fundadministration transferred those funds to the Receiver. The other accounts are not included in this Receivership. *See* Docs. 13, 14, 366. Fundadministration is no longer a party to this action in any capacity. *See* Doc. 376.

responsibilities described in this Order" and states that the "Receiver and Retained Personnel are entitled to reasonable compensation and expense reimbursement from the Receivership Estates," subject to approval by the Court. See Doc. 177 ¶¶ 59, 60. The Consolidated Order also requires that the Receiver obtain the Court's authorization of the retention of any Retained Personnel. See Doc. 177 ¶ 59. On May 30, 2019, the Receiver filed a motion to approve the retention of professionals (Doc. 87), which the Court granted on June 6, 2019 (Doc. 98). The Receiver also filed motions to approve the retention of special foreign counsel in Belize and the Cayman Islands (Docs. 133 and 184), which the Court granted on June 21, 2019 and August 27, 2019, respectively (Docs. 138 and 187). The Receiver filed motions to approve the retention of Sallah Astarita & Cox, LLC (the "Sallah Firm") as counsel and Sergio C. Godinho as litigation consultant in connection with the investigation and prosecution of claims against Fundadministration (Docs. 238 and 253), which the Court granted on April 7, 2020 (Doc. 261).4 On March 24, 2020, the Receiver filed a motion to retain John Waechter and Englander Fischer ("Englander Fischer") (Doc. 258), which the Court granted on April 13, 2020 (Doc. 264). On March 31, 2021, the Receiver filed a motion to approve the retention of the Sallah Firm on a contingency fee basis for the purpose of

<sup>&</sup>lt;sup>4</sup> The Sallah Firm was engaged on a contingency fee basis and thus was not included in prior interim fee motions. This litigation has been resolved.

further investigating and pursuing claims against ATC Brokers Ltd. and related individuals and entities (generally, "ATC") (Doc. 385), which the Court granted on April 23, 2021.5 On June 25, 2021, the Receiver filed a motion to approve the engagement of Thomas J. Bakas as a litigation consultant to assist the Sallah Firm with litigation against ATC (Doc. 412). The Court granted this motion on July 13, 2021 (Doc. 415).

On March 1, 2022, the Receiver filed a motion to approve the retention of Wayne Piper and Flores Piper LLP (the "Piper Firm"), a law firm in Belize (Doc. 478). The Receiver sought the Piper Firm's retention as special foreign counsel in Belize to facilitate the return of a \$500,000 license deposit held by a bank in Belize for Oasis Global FX, S.A. ("Oasis FX") as well as the return of Receivership records currently in the possession of Glenn D. Godfrey and the Godfrey Firm of Belize City (the "Godfrey Firm"). The Court granted this motion on March 24, 2022 (Doc. 488).

Pursuant to the Consolidated Order and the aforementioned orders, the Receiver retained (1) Wiand Guerra King P.A., now known as Guerra & Partners, P.A. ("G&P"), to provide legal services; (2) KapilaMukamal, LLP

<sup>&</sup>lt;sup>5</sup> As with the Receiver's retention of this firm to pursue claims against Fundadministration, the Sallah Firm was engaged on a contingency fee basis and thus is not regularly included in interim fee motions.

<sup>&</sup>lt;sup>6</sup> As of July 1, 2025, Guerra & Partners is no longer providing legal services to the Receivership. The two professionals at G&P who provided services to this Receivership, Maya Lockwood and Kimberly Paulson, continue to do so through the Law Office of Burton W. Wiand P.A. ("Wiand P.A.") Two other professionals who were with Guerra King ("GK"), now

("KM") to provide forensic accounting services; (3) PDR CPAs ("PDR") to provide general accounting and tax services; (4) RWJ Group, LLC ("RWJ") to provide asset management and investigative services; (5) E-Hounds, Inc. ("E-**Hounds**") to provide computer forensic services; (6) the Godfrey Firm to provide legal services in Belize; (7) Maples Group to provide legal services in the Cayman Islands; (8) Sergio Godinho with SEDA Experts, LLC to provide litigation consulting in connection with litigation against Fundadministration, Inc.; (9) Englander Fischer to assist the Receiver and his counsel with clawback litigation; and (10) Thomas J. Bakas with RPM Financial Markets Group LLC ("RPM") to provide litigation consulting in connection with litigation against ATC (all of the foregoing and the Piper Firm are collectively, the "Professionals").8

known as G&P, and provided substantial assistance to the Receivership left to start or join another law practice. As previously reported, Jared Perez left GK and continues to represent the Receiver through his new legal practice. (Doc. 655 at 24.) Mary Gura left GK and joined Johnson Newlon and DeCort, a litigation firm with extensive experience in federal court practice. She also continues to provide services to the Receivership. Given Ms. Gura's and Mr. Perez's knowledge regarding this matter, the Receiver determined that it is in the best interests of the Receivership that they continue to provide legal services to the Receiver. The Receiver does not anticipate that there will be duplication of services provided by any of the foregoing professionals.

<sup>&</sup>lt;sup>7</sup> The Receiver is no longer working with the Godfrey Firm as the firm was ineffective and unresponsive and anticipates that any future legal services related to Belize will be through the Piper Firm.

<sup>&</sup>lt;sup>8</sup> Sergio Godinho, the Piper Firm, Maples Group, RWJ, KM, and RPM did not submit any invoices for the time covered by this motion and therefore are not included in this motion.

As shown in the Interim Report, the Professionals have provided services and incurred expenses to investigate the affairs of the Receivership Entities, preserve Receivership assets, attempt to locate and recover additional assets, and administer the claims process. These services are for the benefit of aggrieved investors, creditors, and other interested parties.

#### I. The Receiver.

The Receiver requests that the Court award him a total of \$7,378.64, which includes \$5,580.00 in fees for professional services rendered and \$1,258.64 in costs incurred from July 1, 2025 through September 30, 2025. The standard hourly rate the Receiver charges clients in private litigation is \$500. However, the Receiver agreed, for purposes of his appointment as the Receiver, that his hourly rate would be reduced to \$360, representing a twenty-eight percent discount off the standard hourly rate that he charges clients in comparable matters. This rate was set forth in the Receiver's submission to the CFTC. See Doc. 87, Ex. A.

The Receiver commenced services immediately upon his appointment. The Receiver has billed his time for these activities in accordance with the Billing Instructions, which request that this motion contain a narrative of each "business enterprise or litigation matter" for which outside professionals have been employed. The Billing Instructions identify each such business enterprise or litigation matter as a separate "project." Further, the Billing Instructions

request that time billed for each project be allocated to one of several Activity Categories.<sup>9</sup> In addition to the work of the Receivership, the Receiver created two projects for litigation commenced on April 14, 2020.

#### A. The Receivership.

For the time covered by this motion, the work of the Receiver focused on investigating fraud and related activities, locating and taking control of Receivership assets, investigating and pursuing additional assets for the Receivership, and administering the claims process. These activities of the Receiver are set forth in detail in the Interim Report. Ex. 2. A copy of the statement summarizing the Receiver's services rendered for the Receivership is attached as **Exhibit 3**. The Receiver's time and fees for services rendered for each Activity Category from July 1, 2025 through September 30, 2025, are as follows:

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<sup>&</sup>lt;sup>9</sup> The Activity Categories set forth by the Commission in the Billing Instructions are as follows: (1) <u>Asset Analysis and Recovery</u>, which is defined as identification and review of potential assets including causes of action and non-litigation recoveries; (2) <u>Asset Disposition</u>, which is defined as sales, leases, abandonment and related transaction work (where extended series of sales or other disposition of assets is contemplated, the Billing Instructions provide that a separate category should be established for each major transaction); (3) <u>Business Operations</u>, which is defined as issues related to operation of an ongoing business; (4) <u>Case Administration</u>, which is defined as coordination and compliance activities, including preparation of reports to the court, investor inquiries, etc.; and (5) <u>Claims Administration and Objections</u>, which is defined as expenses in formulating, gaining approval of and administering any claims procedure. The Billing Instructions provide that time spent preparing motions for fees may not be charged to the Receivership Estate. In accordance with these instructions, the Receiver created an additional Activity Category for work on fees motions and his professionals at G&P have accounted for time spent on such work but have not charged any amount for that work.

Receivership Receiver's Time and Fees for Services Rendered

Document 885

|                     | Hours    |            |
|---------------------|----------|------------|
| Activity Category   | Expended | Fee Amount |
| Asset Analysis and  |          |            |
| Recovery            | 8.30     | \$2,988.00 |
| Business Operations | 2.20     | \$792.00   |
| Case Administration | 2.70     | \$972.00   |
| Claims              |          |            |
| Administration      | 2.30     | \$828.00   |
| TOTAL               | 15.50    | \$5,580.00 |

In addition to legal fees, the Receiver advanced costs of \$1,258.64 as summarized below.

| Costs       | Total      |
|-------------|------------|
| Web-Related | \$1,258.64 |
| Total       | \$1,258.64 |

#### В. Discrete Litigation Projects.

In conjunction with the Receivership, the following two discrete litigation projects have been formally commenced by the Receiver.

#### 1. Recovery of False Profits from Investors.

This is a project involving the Receiver's efforts to recover false profits from investors whose purported accounts received monies in an amount that exceeded their investments. (See also Ex. 2 § V.B.1.) These purported profits were false because they were not based on any trading or investment gain, but rather were fruits of a Ponzi scheme that consisted of funds from new and existing investors. Pursuant to the Consolidated Order and the Court's express authorization, on April 14, 2020, the Receiver filed a clawback complaint against numerous investors. The liability portion of these actions is complete. A copy of the statement summarizing the Receiver's services rendered for this project from July 1, 2025 through September 30, 2025 is attached as **Exhibit**4. The Receiver's time and fees for services rendered for each Activity Category are as follows:

Recovery from Investors
Receiver's Time and Fees for Services Rendered

|                    | Hours    | Fee      |
|--------------------|----------|----------|
| Activity Category  | Expended | Amount   |
| Asset Analysis and |          |          |
| Recovery           | 1.40     | \$504.00 |
| TOTAL              | 1.40     | \$504.00 |

#### 2. Litigation Against Raymond P. Montie.

This is a project involving the Receiver's clawback litigation against Raymond P. Montie for fraudulent transfers and abetting or personally committing breaches of fiduciary duty. (See also Ex. 2 § V.A.2.) The Receiver has settled this litigation for \$549,410.88 after evaluation of the Receiver's claims and prospects of collection. A copy of the statement summarizing the Receiver's services rendered for this project from July 1, 2025 through September 30, 2025 is attached as **Exhibit 5**. The Receiver's time and fees for services rendered for each Activity Category are as follows:

## <u>Litigation Against Raymond Montie</u> Receiver's Time and Fees for Services Rendered

|                    | Hours    | Fee     |
|--------------------|----------|---------|
| Activity Category  | Expended | Amount  |
| Asset Analysis and |          |         |
| Recovery           | 0.10     | \$36.00 |
| TOTAL              | 0.10     | \$36.00 |

#### II. Burton W. Wiand P.A.

The Receiver requests the Court award Wiand P.A. fees for the professional services rendered from July 1, 2025 through September 30, 2025, in the amount of \$6,363.50. As an accommodation to the Receiver and to conserve the resources of the Receivership Estate, Wiand P.A's attorneys and paralegals have agreed to reduce their standard rates in accordance with the fee schedule attached as **Exhibit 6** ("**Fee Schedule**"). Attorney Maya Lockwood of Wiand P.A. began providing services immediately upon the appointment of the Receiver. The activities of Wiand P.A. for the time covered by this motion are set forth in the Interim Report. *See* Ex. 2. Wiand P.A. has billed time for these activities in accordance with the Billing Instructions.

# A. The Receivership.

For the time covered by this motion, Wiand P.A.'s work focused primarily on pursuing additional assets for the Receivership, preserving Receivership assets, and administering the claims process. Ex. 2. A copy of the statement summarizing the services rendered and costs incurred by Wiand P.A. from July 1, 2025 through September 30, 2025, is attached as **Exhibit 7.** Wiand P.A.'s

time and fees for services rendered on this matter for each Activity Category are as follows:

Receivership
Wiand P.A. Time and Fees for Services Rendered

|                       | Hours    |            |
|-----------------------|----------|------------|
| Activity Category     | Expended | Fee Amount |
| Asset Analysis and    |          |            |
| Recovery              | 7.00     | \$1,680.00 |
| Business Operations   | 5.30     | \$825.50   |
| Case Administration   | 12.00    | \$2,806.50 |
| Claims Administration | 5.90     | \$1,027.50 |
| TOTAL                 | 30.20    | \$6,339.50 |

The Receiver also requests the Court award Johnson Newlon and DeCort fees for professional services rendered by paralegal Mary Gura for her continuation of work on behalf of the Receivership from July 1, 2025 through September 30, 2025, in the amount of \$810.00. A copy of the statement summarizing the services rendered by Ms. Gura from July 1, 2025 through September 30, 2025, is attached as **Exhibit 8**.

# B. Discrete Litigation Projects.

In conjunction with the Receivership, two discrete litigation projects have been formally commenced by the Receiver.

# 1. Recovery of False Profits from Investors.

This is a project involving the Receiver's efforts to recover false profits from investors whose purported accounts received monies in an amount that exceeded their investments. (See also Ex. 2 § V.B.1.) These purported profits

were false because they were not based on any trading or investment gain, but rather were fruits of a Ponzi scheme that consisted of funds from new and existing investors. On April 14, 2020, the Receiver filed a clawback complaint against numerous investors. The liability portion of these actions is complete. Wiand P.A. did not incur any costs or fees for services rendered for this matter during the time covered by this motion.

### 2. Litigation Against Raymond P. Montie.

This is a project involving the Receiver's clawback litigation against Raymond P. Montie for fraudulent transfers and abetting or personally committing breaches of fiduciary duty. (See also Ex. 2 § V.A.2.) The Receiver settled this litigation for \$549,410.88 after evaluation of the Receiver's claims and prospects of collection. A copy of the statement summarizing Wiand P.A.'s services rendered for this project from July 1, 2025 through September 30, 2025 is attached as **Exhibit 9**. Wiand P.A.'s time and fees for services rendered for each Activity Category are as follows:

<u>Litigation Against Raymond Montie</u>
Wiand P.A.'s Time and Fees for Services Rendered

|                    | Hours    | Fee     |
|--------------------|----------|---------|
| Activity Category  | Expended | Amount  |
| Asset Analysis and |          |         |
| Recovery           | 0.10     | \$24.00 |
| TOTAL              | 0.10     | \$24.00 |

#### III. Jared J. Perez P.A.

The Receiver requests the Court award Jared Perez fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025, in the amount of \$5,152.00. As an accommodation to the Receiver and to conserve the resources of the Receivership Estate, Mr. Perez has agreed to follow the reduced rates provided in the Fee Schedule. Ex. 6. Jared J. Perez P.A. began providing services on July 8, 2022. However, as noted in the Interim Report, Mr. Perez was the lead counsel and senior attorney on this matter from its inception. The activities of Mr. Perez for the time covered by this Motion are set forth in the Interim Report. See Ex. 2. He has billed time for these activities in accordance with the Billing Instructions. A copy of the statement summarizing the services rendered and costs incurred for the pertinent period is attached as Exhibit 10.

## IV. Englander Fischer/Older, Lundy, Koch & Martino.

The Receiver requests the Court award Englander Fischer fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025 in the amount of \$1,264.30. On March 24, 2020, the Receiver sought the approval of the retention of John Waechter and Englander Fischer to assist the Receiver and his then primary counsel, G&P, with the clawback litigation explained in Sections I.B.1 and I.B.2 above. Doc. 258. The Court granted the Receiver's motion on April 13, 2020. Doc. 264. As an

accommodation to the Receiver, Mr. Waechter agreed to a reduced rate of \$335 per hour for his work on behalf of the Receivership. Copies of the statements summarizing the services rendered and costs incurred by Englander Fischer from July 1, 2025 through September 30, 2025 are attached as **Exhibit 11**.

On August 11, 2025, Beatriz McConnell left Englander Fischer to join the law firm of Older, Lundy, Koch & Martino ("Older Lundy"). At the time of Ms. McConnell's departure she was the primary attorney handling the two remaining Receivership matters at Englander Fischer, which are the resolution of the Rocco Garbellano settlement (see Doc 882 § V.B.2.); and enforcement of a subpoena to Stephen Preziosi (see Doc. 882 § II.A.). Thus, the Receiver determined it would be in the best interest of the Receivership to continue Ms. McConnell's representation at her new law firm. She has agreed to continue billing at the reduced hourly rate she was billing at Englander Fischer. The Receiver requests the Court award Older Lundy fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025 in the amount of \$435.50. Copies of the statements summarizing the services rendered and costs incurred by Older Lundy for the time covered by this motion are attached as **Exhibit 12**.

#### V. Elam & Burke.

The Receiver requests the Court award Elam & Burke (formerly Evans Keane LLP) fees for professional services rendered and costs incurred from

July 1, 2025 through September 30, 2025 in the amount of \$1,474.04. Elam & Burke is assisting the Receiver as local counsel in Idaho in connection with a subpoena served on a non-party in Idaho. Copies of the statements summarizing the services rendered and costs incurred by Elam & Burke from July 1, 2025 through September 30, 2025 are attached as **Exhibit 13.** 

#### VI. Phillips Lytle LLP.

The Receiver requests the Court award Phillips Lytle LLP fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025 in the amount of \$270.00. Phillips Lytle is assisting the Receiver as local counsel in New York in connection with a subpoena served on a non-party in New York. A copy of the statements summarizing the services rendered and costs incurred by Phillips Lytle from July 1, 2025 through September 30, 2025 is attached as **Exhibit 14**.

#### VII. PDR CPAs.

The Receiver requests the Court award PDR fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025, in the amount of \$1,407.50. PDR is an accounting firm that specializes in tax matters and has extensive experience with the tax treatment of settlement funds. PDR is assisting the Receiver with internal Receivership accounting, financial reporting, and tax preparation and filing. PDR started providing services for the Receivership on May 17, 2019. Copies of the

statements summarizing the services rendered for the pertinent period are attached as composite **Exhibit 15**.

#### VIII. E-Hounds, Inc.

The Receiver requests the Court award E-Hounds fees for professional services rendered and costs incurred from July 1, 2025 through September 30, 2025, in the amount of \$4,895.00. E-Hounds is a computer forensics firm that assists the Receiver in securing, analyzing, and maintaining electronic data. E-Hounds started providing services for the Receivership on April 22, 2019. Copies of the statements summarizing the services rendered and costs incurred for the pertinent period are attached as composite **Exhibit 16**.

#### MEMORANDUM OF LAW

It is well settled that this Court has the power to appoint a receiver and to award the receiver and those appointed by him fees and costs for their services. See, e.g., S.E.C. v. Elliott, 953 F.2d 1560 (11th Cir. 1992) (receiver is entitled to compensation for faithful performance of his duties); Donovan v. Robbins, 588 F. Supp. 1268, 1272 (N.D. Ill. 1984) ("[T]he receiver diligently and successfully discharged the responsibilities placed upon him by the Court and is entitled to reasonable compensation for his efforts."); S.E.C. v. Custable, 1995 WL 117935 (N.D. Ill. Mar. 15, 1995) (receiver is entitled to fees where work was of high quality and fees were reasonable); S.E.C. v. Mobley, 2000 WL 1702024 (S.D.N.Y. Nov. 13, 2000) (court awarded reasonable fees for the

receiver and his professionals); see also Doc. 7 ¶ 40 & Doc. 44 ¶ 58. The determination of fees to be awarded is largely within the discretion of the trial court. See Monaghan v. Hill, 140 F.2d 31, 34 (9th Cir. 1944). In determining reasonable compensation for the services rendered by the Receiver and his Professionals, the Court should consider the circumstances surrounding the Receivership. See Elliott, 953 F.2d at 1577.

Here, because of the nature of this case, it is necessary for the Receiver to employ attorneys and accountants experienced and familiar with financial frauds, federal receiverships, banking, and finance. Further, to perform the services required and achieve the results obtained to date, the skills and experience of the Receiver and the Professionals in the areas of fraud, commodities, computer and accounting forensics, and financial transactions are indispensable.

As discussed above, the Receiver, Wiand P.A., Mr. Perez, Englander Fischer, and Older Lundy have discounted their normal and customary rates as an accommodation to the Receivership and to conserve Receivership assets. The rates charged by the attorneys and paralegals are at or below those charged by attorneys and paralegals of comparable skill from other law firms in the Middle District of Florida.

This case has been time-intensive for the Receiver and his Professionals because of the need to resolve many issues rapidly and efficiently. The attached

Exhibits detail the time, nature, and extent of the professional services rendered by the Receiver and his Professionals for the benefit of investors, creditors, and other interested parties. The Receiver anticipates that additional funds will be obtained through the Receiver's negotiations or litigation with third parties.

Although the CFTC investigated and filed the initial pleadings in this case, as directed by the Consolidated Order (see, e.g., Doc. 177 ¶ 44), the Receiver is involved with the investigation and forensic analysis of the events leading to the commencement of the pending action, the efforts to locate and gather investors' money, the determination of investor and creditor claims and the payment of these claims through the claims process. The Receiver is sensitive to the need to conserve the Receivership Entities' assets. He has reviewed the invoices of all professionals and vendors and believes that their fees are reasonable and have provided value to the Receivership. The Commission has no objection to the relief sought in this motion. Cf. Custable, 1995 WL 117935 at \*7 ("In securities law receiverships, the position of the SEC in regard to the awarding of fees will be given great weight.").

#### **CONCLUSION**

Under the Consolidated Order, the Receiver, among other things, is authorized and empowered to engage professionals to assist him in carrying out his duties and obligations. The Consolidated Order further provides that he apply to the Court for authority to pay himself and his Professionals for services rendered and costs incurred. In exercising his duties, the Receiver has determined that the services rendered and their attendant fees and costs were reasonable, necessary, advisable, and in the best interests of the Receivership.

WHEREFORE, Burton W. Wiand, the Court-appointed Receiver, respectfully requests that this Court award the following sums and direct that payment be made from the Receivership assets:<sup>10</sup>

| Burton W. Wiand, Receiver | \$7,378.64 |
|---------------------------|------------|
| Burton W. Wiand P.A.      | \$6,363.50 |
| Johnson Newlon & DeCort   | \$810.00   |
| Jared J. Perez P.A.       | \$5,152.00 |
| Englander Fischer         | \$1,264.30 |
| Older Lundy               | \$435.50   |
| Elam & Burke              | \$1,474.04 |
| Phillips Lyte LLP         | \$270.00   |
| PDR CPAs                  | \$1,407.50 |
| E-Hounds, Inc.            | \$4,895.00 |

#### **LOCAL RULE 3.01(g) CERTIFICATION**

Undersigned counsel for the Receiver has conferred with counsel for the CFTC and is authorized to represent to the Court that the CFTC does not oppose the relief requested in this motion. The Receiver has not consulted with defendants DaCorta, Anile, Duran, Haas, and Montie because they have either lost on the merits (pending appeal in DaCorta's case), defaulted, or settled the CFTC's claims against them through the entry of consent orders and

<sup>&</sup>lt;sup>10</sup> A proposed order is attached as **Exhibit 17.** 

judgments and thus are no longer active participants in this litigation. The Receiver has also not consulted with the United States, as an intervening party, because the government has not previously taken a position on the Receiver's fee applications and the stay it earlier obtained expired on July 24, 2022.

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Document 885

Respectfully submitted.

#### /s/ Maya Lockwood

Maya Lockwood, FBN 0175481 maya@burtonwwiandpa.com BURTON W. WIAND PA 114 Turner Street Clearwater, FL 33756-5211 Tel.: (813) 902-4147

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Attorneys for Burton W. Wiand, Receiver

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November , 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

#### /s/ Maya M. Lockwood

Maya M. Lockwood

#### RECEIVER'S CERTIFICATION

The Receiver has reviewed this Twenty-Sixth Interim Motion for Order Awarding Fees, Costs, and Reimbursement of Costs to Receiver and His Professionals (the "Motion").

To the best of the Receiver's knowledge, information, and belief formed after reasonable inquiry, the Motion and all fees and expenses herein are true and accurate and comply with the Billing Instructions provided to the Receiver by the Commodity Futures Trading Commission.

All fees contained in the Motion are based on the rates listed in the Fee Schedule, attached as Exhibit 6. Such fees are reasonable, necessary, and commensurate with (if not below the hourly rate that is commensurate with) the skill and experience required for the activity performed.

The Receiver has not included in the amount for which reimbursement is sought the amortization of the cost of any investment, equipment, or capital outlay (except to the extent that any such amortization is included within the permitted allowable amounts set forth in the Billing Instructions for photocopies and facsimile transmission).

To the extent the Receiver seeks reimbursement for any service which the Receiver justifiably purchased or contracted for from a third party (such as copying, imaging, bulk mail, messenger service, overnight courier, computerized research, or title and lien searches), the Receiver has requested reimbursement only for the amount billed to the Receiver by the third-party vendor and/or paid by the Receiver to such vendor. The Receiver is not making a profit on such reimbursable services.

The Receiver believes that the fees and expenses included in this Motion were incurred in the best interests of the Receivership Estate. With the exception of the Billing Instructions and the Court-approved engagements described above, the Receiver has not entered into any agreement, written or oral, express or implied, with any person or entity concerning the amount of compensation paid or to be paid from the Receivership Estate, or any sharing thereof.

/s/ Burton W. Wiand

Burton W. Wiand, as Receiver

# **EXHIBIT 1**

**Standardized Accounting Report Form** 

| 1                | Standardized Accounting Report Form                                  |      |              |           |              |    |              |                                     |
|------------------|--|------|--------------|-----------|--------------|----|--------------|-------------------------------------|
|                  | Standardized Accounting Report for Oasis Management LLC Receivership |      |              |           |              |    |              |                                     |
|                  | Civil Court Docke  |      |              |           |              |    |              |                                     |
|                  | Reporting Peri   | oa u | //01/2025 to | 09/.<br>I | 30/2025      | I  | Grand        | <u> </u>                            |
|                  |  |      | Details      |           | Subtotal     |    | Total        | Notes                               |
|                  |  |      | Вешпо        |           | Sactotal     |    |              | 110105                              |
| Line 1           | Beginning Balance (As of 07/01/2025)                                 |      |              |           |              | \$ | 1,877,814.92 |                                     |
|                  |  |      |              |           |              |    |              |                                     |
| I : 2            | Increases in Fund Balance  |      |              |           |              |    |              |                                     |
| Line 2<br>Line 3 | Business Income Cash and Securities                                  |      |              |           |              |    |              |                                     |
| Line 3<br>Line 4 | Interest/Dividend Income   | \$   | 8,572.75     |           |              |    |              | Interest Income                     |
| Line 4 Line 5    | Asset Liquidation  | \$   | 0,372.73     |           |              |    |              | Interest income                     |
| Line 6           | Third-Party Litigation Income  | \$   | 25,678.97    |           |              |    |              | Settlements                         |
| Line 7           | Other Miscellaneous  | Ψ    | 23,070.77    |           |              |    |              | Settlements                         |
| Eine /           | Total Funds Available - Totals Line 1 - 7                            |      |              | \$        | 34,251.72    | \$ | 1,912,066.64 |                                     |
|                  | 10.002 2 0.002 2 0.002 2 0.002                                       |      |              | 1 *       | 0 1,20 1172  |    | 1,5 12,000.0 |                                     |
|                  |  |      |              |           |              |    |              |                                     |
|                  |  |      |              |           |              |    |              |                                     |
|                  | <b>Decreases in Fund Balance</b>                                     |      |              |           |              |    |              |                                     |
| Line 9           | Disbursements to Investors   |      |              |           |              |    |              |                                     |
| Line 10          | Disbursements for Receivership Operations                            |      |              |           |              |    |              |                                     |
|                  | Receiver   | \$   | 9,013.50     |           |              |    |              | Professional Fees                   |
|                  | Guerra King<br>KapilaMukamal LLP                                     | \$   | 10,158.00    |           |              |    |              | Professional Fees Professional Fees |
|                  | PDR CPAs   | \$   | 5,129.52     |           |              |    |              | Professional Fees                   |
|                  | RPM Financial  | Ψ    | 3,127.32     |           |              |    |              | Professional Fees                   |
|                  | Englander Fisher   | \$   | 13,931.50    |           |              |    |              | Professional Fees                   |
|                  | The RWJ Group  |      | ,            |           |              |    |              | Professional Fees                   |
| 10.a.8           | E Hounds   | \$   | 10,290.00    |           |              |    |              | Professional Fees                   |
|                  | Maples Group   |      |              |           |              |    |              | Professional Fees                   |
|                  | Jared J Perez PA   | \$   | 12,540.42    |           |              |    |              | Professional Fees                   |
|                  | Other Professional Fees  | \$   | 17,066.70    |           | 70.120.64    |    |              | Professional Fees                   |
|                  | Total Disbursements to Receiver/Professionals                        |      |              | \$        | 78,129.64    |    |              |                                     |
|                  | Third-Party Litigation Expenses Asset Expenses                       |      |              |           |              |    |              | Bank Charges                        |
|                  | Tax Payments   |      |              |           |              |    |              | Bank Charges                        |
| 100              | Total Disbursements for Receivership Ops.                            |      |              | \$        | 78,129.64    |    |              |                                     |
|                  | Total Dissursements for Receivership Sps.                            |      |              | ľ         | 7 0,12 3.0 1 |    |              |                                     |
| Line 11          | Disbursements Related to Distribution Expenses                       | 3    |              |           |              |    |              |                                     |
|                  | 1  |      |              |           |              |    |              |                                     |
| Line 12          | Disbursement to Court/Other  |      |              |           |              |    |              |                                     |
| Line 13          | Other  |      |              |           |              |    |              |                                     |
|                  | <b>Total Funds Disbursed - Total Lines 9 - 13</b>                    |      |              |           |              | \$ | 78,129.64    |                                     |
|                  | Toma A unus Disburseu - Tour Lines / - 13                            |      |              |           |              | Ψ  | 70,127.01    |                                     |
| Line 14          | Ending Balance (as of 09/30/2025)                                    |      |              |           |              | \$ | 1,833,937.00 |                                     |
| Line 14          | Litaing Dalance (as of 07/30/2023)                                   |      |              |           |              | Ψ  | 1,000,707.00 |                                     |

# 

| Line |                                 |   |
|------|---------------------------------|---|
| 15   | Number of Claims                | 834   |
|      | No. of Claims Received This     |   |
| 15a  | Reporting Period                | 0   |
|      | No. of Claims Received Since    |   |
| 15b  | Inception of Estate             | 834   |
| Line |                                 |   |
| 16   | Number of Claimants/Investors   | 827   |
|      | No. of Claimants/Investors Paid |   |
| 16a  | This Reporting period           | 0   |
|      | No. of Claimants/Investors Paid | 732 First Interim Distribution Checks Issued; |
| 16b  | Since Inception of Estate       | 734 Second Interim Distribution Checks Issued |

| Receiver:        |                           |
|------------------|---------------------------|
| By: Towklung     | Burton W. Wiand, Receiver |
| Signature        | Printed Name              |
| Date: 10/30/2025 |                           |

# **EXHIBIT 2**

# 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

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

| Relief Defendants. |  |
|--------------------|--|
|                    |  |

#### THE RECEIVER'S TWENTY-SIXTH INTERIM REPORT

Information and Activity from July 1, 2025 through September 30, 2025.

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# INTRODUCTION

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"), files this Twenty-Sixth Interim Report to inform the Court, investors, creditors, and others interested in this Receivership of activities to date as well as the Receiver's proposed course of action. The Receiver has established a website, <a href="www.oasisreceivership.com">www.oasisreceivership.com</a>, which he updates periodically. The Receiver will continue to update this website regarding the Receiver's most significant actions, important Court filings, and other items that might be of interest to the public. This Interim Report, as well as all other reports, will be posted on the website.1

## Overview of Significant Activities During this Reporting Period

During the time covered by this Interim Report, the Receiver and his professionals engaged in the following significant activities:

Continued to litigate the Receiver's lawsuit against ATC Brokers Ltd., David Manoukian, and Spotex, LLC (see infra § V.B.3.);

Continued to monitor sale of residential property owned in part by clawback defendant Rocco Garbellano to enforce the settlement agreement with him (see infra § V.B.2.);

Successfully opposed and obtained the United States Supreme Court's dismissal of a petition for writ of certiorari submitted on

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<sup>&</sup>lt;sup>1</sup> As directed by the Court, the Receiver will submit his next interim report and subsequent reports within thirty days after the end of each calendar quarter. Where possible, the Receiver has also included information about events occurring between September 30, 2025 (the end of the reporting period) and the date of this filing.

behalf of Intermountain Precious Metals ("IPM") in connection with the Receiver's motion to compel enforcement of a subpoena and for sanctions in Idaho (see infra § II.A.);

Collected litigation income of \$25,678.97 through settlements and the sale of judgments (see Ex. A); and

Collected \$8,572.75 in interest income on seized funds (see id.).

#### Overview of Activities Since the Beginning of this Receivership

Since the beginning of this Receivership, the Receiver and his professionals have engaged in the following significant activities:

> Seized approximately \$9,158,582.33 from frozen bank accounts at numerous financial institutions, including two Belizean banks;

> Generated \$53,335.13 in business income, primarily from mortgages and rentals;

> Liquidated an additional approximately \$7,900,700.41 in assets (net, excluding remitted funds), mostly subject to agreements with the Department of Justice and the United States Marshals Service:

Collected \$810,076.78 in interest and/or dividend income;

Collected total litigation income of \$5,714,345.33 through clawback and other third-party settlements; and

Collected other miscellaneous income of \$7,788,374.26, including funds remitted by the Department of Justice.

The above activities are discussed in more detail in the pertinent sections of this Interim Report and in the Receiver's previous interim reports.

#### BACKGROUND

#### T. Procedure and Chronology

On April 15, 2019, the Commodity Futures Trading Commission ("CFTC") filed a complaint (Doc. 1) against (1) defendants Oasis International

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

The complaint charged the defendants with violations of the Commodity Exchange Act and CFTC regulations and sought to enjoin their violations of these laws regarding a fraudulent foreign currency ("forex") trading scheme. The CFTC alleged that between mid-April 2014 and April 2019, the defendants fraudulently solicited over 700 U.S. residents to invest in two forex commodity pools — Oasis Global FX, Limited and Oasis Global FX, S.A. (collectively, the "Oasis Pools"). The CFTC also asserted that the defendants raised approximately \$75 million from these investors and misappropriated over \$28 million of the pool funds to make payments to other pool participants and over

\$18 million for unauthorized personal and business expenses, including the transfer of at least \$7 million to the relief defendants.<sup>2</sup>

On the same day the CFTC filed its complaint, April 15, 2019, the Court entered an order appointing Burton W. Wiand as temporary Receiver for the Receivership Entities (Doc. 7) (the "SRO").<sup>3</sup> Subsequently, all defendants and relief defendants either defaulted or consented to the entry of a preliminary injunction against them (with some differences unique to the circumstances of each party). See Docs. 35, 43, 44, 82, 85, 172, 174-77. Pursuant to the Consolidated Order and its predecessors (see Docs. 7, 44), the Receiver has the duty and authority to (1) administer and manage the business affairs, funds, assets, and any other property of the Receivership Entities; (2) marshal and safeguard the assets of the Receivership Entities; and (3) investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary.

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme: (1) conspiracy to commit wire and mail fraud; (2) engaging in an

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<sup>&</sup>lt;sup>2</sup> On June 12, 2019, the CFTC filed an amended complaint (Doc. 110), which contained additional allegations about certain defendants and relief defendants.

<sup>&</sup>lt;sup>3</sup> On July 11, 2019, the Court entered a Consolidated Receivership Order, which is now the operative document governing the Receiver's activities. Doc. 177 (the "Consolidated Order"). On April 23, 2021, the Court reappointed the Receiver for purposes of 28 U.S.C. § 754, but the order of reappointment attaches and incorporates the Consolidated Order by reference. See Doc. 390. As such, the provisions of the Consolidated Order continue to govern the Receiver's mandate upon reappointment. Id.

illegal monetary transaction; and (3) filing a false income tax return. See United States of America v. Joseph S. Anile, II, Case No. 8:19-cr-334-T-35CPT (M.D. Fla.) (the "Anile Criminal Action" or "ACA"). On November 18, 2020, Anile was sentenced to imprisonment of 120 months and supervised release of three years. ACA Doc. 56. He was also ordered to pay restitution of \$53,270,336.08. Id. On January 24, 2023, the judge presiding over the Anile Criminal Action reduced his term of imprisonment to "time served" plus 12 months of home confinement and an additional two years of supervised release. See ACA Docs. 76, 77.

Similarly, on December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire fraud, mail fraud, and engage in an illegal monetary transaction and later added an additional count related to tax evasion. See United States of America v. Michael J. DaCorta, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) (the "DaCorta Criminal Action" or "DCA"). DaCorta stood trial in April 2022, and on May 4, 2022, after two weeks of testimony and argument before the Honorable William F. Jung and less than four hours of deliberation, a jury found him guilty on all counts. DCA Doc. 192. On October 20, 2022, Judge Jung sentenced DaCorta to imprisonment of 276 months (i.e., 23 years) for his role in the Ponzi scheme underlying this enforcement action. DCA Doc. 234. Judge Jung also ordered DaCorta to pay restitution in the amount of \$53,270,336.08,

jointly and severally with defendant Anile (although the Receiver has already recovered and sold both individuals' material assets). DaCorta was taken into custody and is in prison. He appealed his conviction, but on May 1, 2024, the Eleventh Circuit affirmed the trial court. See United States of America v. DaCorta, Case No. 22-13564 (11th Cir.). As such, this matter is concluded. As discussed in Section II.A. below, however, New York attorney Stephen Preziosi recently entered an appearance on behalf of DaCorta in this matter and filed a motion to vacate the conviction presumably and inexplicably being paid with funds from DaCorta's victims.

On July 17, 2023, the CFTC filed a motion for summary judgment against defendant DaCorta (Doc. 749), and on the same day, DaCorta filed a motion for summary judgment against the CFTC (Doc. 750).<sup>4</sup> On December 6, 2023, the Court granted the CFTC's motion for summary judgment and denied DaCorta's motion. Doc. 780. The Court found that DaCorta had no evidence to contest any material claim of the CFTC. *Id.* The Court entered judgment against DaCorta in the amount of \$53,270,336.08 plus post-judgment interest and a civil penalty of \$8,453,628.48. DaCorta is appealing the Court's order.

<sup>&</sup>lt;sup>4</sup> Because DaCorta's assets are frozen, the Receiver served a subpoena on the attorney representing DaCorta in this enforcement action to determine the source of the funds used to pay his legal expenses. DaCorta appealed the Court's order granting summary judgment against him, and a New York attorney, Stephen Preziosi, was hired to represent DaCorta before the Eleventh Circuit Court of Appeals. For the same reason, the Receiver also served a subpoena on Mr. Preziosi. *See infra* § II.A.

He filed an appellate brief and voluminous index on June 25, 2024. The CFTC submitted its response on August 28, 2024, and DaCorta filed his reply on October 8, 2024. See generally C.F.T.C. v. DaCorta, Case No. 24-10132-AA (11th Cir.) (the "Appellate Action"). On October 1, 2025, the CFTC filed a motion for suspension of deadlines during the lapse in appropriations. Appellate Action Doc. 49. The Court granted this motion on October 2, 2025, and directed the CFTC to file status reports with the Court every 60 days regarding the purpose for the stay and file notice with the Court when the purpose for the stay is obviated. Appellate Action Doc. 50.

On June 13, 2023, the CFTC entered into a consent order with defendant Montie, and on June 28, 2023, the agency entered into a consent order with defendant Haas. The CFTC also entered into consent orders with defendants Anile, Duran, OIG, Oasis Management, and Satellite Holdings. On December 15, 2023, the Court granted the CFTC's motion for entry of the consent orders. See Docs. 783, 786-90. The orders require the defendants to disgorge their illgotten gains and to pay a civil penalty. As further explained in Section V.A., the Receiver also entered into parallel settlement agreements with defendants Montie and Haas.

#### II. Overview of the Receiver's Findings

The Receiver has formed certain conclusions based on his review of the records received and interviews with employees, lawyers, accountants, and

others. As demonstrated by Anile's 2019 guilty plea, DaCorta's 2022 criminal conviction following a two-week jury trial, and the Court's order granting the CFTC's motion for summary judgment, there is abundant evidence that the defendants were operating a fraudulent investment scheme. The scheme began with the sale of preferred shares in OIG, which is registered in the Cayman Islands. The shares promised a 12% dividend that was to be derived from trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, S.A. *i.e.*, the Oasis Pools. The 12% return was to be derived from trading profits and transaction income earned by the brokers.

The preferred shares were sold to investors through a private placement memorandum that contained significant false representations and omitted numerous material facts. The scheme was successful and proliferated because of the continued deception of the investors regarding their purported accounts. They were led to believe that they held valuable loan accounts that continually earned money when, in fact, the scheme appears to have been insolvent since its inception. For example, when the CFTC stopped the scheme in April 2019, the fraudulent website the perpetrators created showed investors that they were owed an aggregate of over \$120 million. In truth, OIG only had liquid assets of less than \$10 million and was continually losing money.

At the time the CFTC asked the Court to freeze the Receivership Entities' accounts, OIG was accruing debt obligations to its investors in excess

of \$1 million per month. OIG was losing money and had no ability to satisfy its obligations to its investors, but insiders were regularly representing to investors that its operations were profitable. The Receiver's analysis indicates that a total of approximately \$80 million was raised from investors. The defendants were supposed to invest all investor-derived funds in forex for the investors' benefit. Instead, the defendants traded only approximately \$21,925,000, a small fraction of the funds. The defendants lost every penny traded in poor forex trading. The remainder of the money raised from investors was used to make Ponzi payments to other investors, to pay expenses to perpetuate the scheme, and to enrich the defendants. For a more detailed overview of the Receiver's findings, please refer to the Receiver's Twenty-Fourth Interim Report and prior interim reports.

# A. The Receiver's Investigation into Defendant DaCorta's Assets, the Ongoing Obstruction of the Receivership, and a Potential Recovery Scam Targeting Defrauded Investors

As fully detailed in the Receiver's Twenty-Fourth Interim Report (Doc. 864), numerous prior interim reports, and the Receiver's Supplemental Interim Report Regarding the Continuing Obstruction of The Receivership and Possible Recovery Scam Targeting Investor Victims (Doc. 811)

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<sup>&</sup>lt;sup>5</sup> To the extent these numbers differ from those alleged by the CFTC, the Receiver understands that the CFTC only considered transactions within the pertinent statute of limitations while the Receiver reviewed all available transactions.

("Supplemental Report"), the Receiver has discovered alarming evidence of (1) conflicts of interests between Brent Winters, who simultaneously has represented hundreds of victims of the scheme and DaCorta, the convicted mastermind of the scheme, (2) unaccounted funds of at least \$445,000 which appear to have been used to fund efforts to defend DaCorta and disrupt the Receivership,<sup>6</sup> and (3) a potentially ongoing recovery fraud targeting victim investors. For more information regarding the foregoing, please refer to the Supplemental Report and the Receiver's Twenty-Fourth Interim Report (Docs. 811 and 864).

In 2022, Ronald J. Kurpiers, II, a now-deceased private attorney, appeared in this action on DaCorta's behalf, filed a motion for summary judgment, opposed the CFTC's motion for summary judgment, took the Receiver's deposition, and otherwise prepared this case for trial. In response to a subpoena from the Receiver, Kurpiers produced an Attorney Retainer Agreement. That agreement clearly stated, Brent Winters is an "Attorney" for his "Client/Defendant[,] Michael J. DaCorta." As explained on prior occasions, however, Winters has represented himself to be an attorney-in-fact pursuant

<sup>&</sup>lt;sup>6</sup> Through the Consolidated Order and its predecessors, the Court directed the Receiver to implement the asset freeze and to marshal and safeguard all property belonging to the defendants and relief defendants. Pursuant to this mandate and as explained in prior interim reports, the Receiver seized and liquidated luxury real estate, sports cars, and precious metals, among other things. The Court has never exempted any cash or other property from the asset freeze for the payment of defendant DaCorta's legal expenses.

to certain power of attorney agreements (and sometimes an attorney-at-law) for more than 400 victim-investors. Determining the nature and scope of Winters' representation has been difficult because of gamesmanship and inconsistent positions. *See, e.g.*, Doc. 864 at 13-15. Regardless of how Winters' chooses to phrase it, he has adopted a fiduciary position with respect to hundreds of investors and is providing them with legal representation, but he also represents defendant DaCorta — the criminally convicted (and civilly liable) architect of the Oasis fraud. In the Receiver's opinion, this obfuscation is a ruse intended to induce victims to entrust their claims to Winters while avoiding the jurisdiction of this Court and its ability to impose sanctions and other discipline.

According to the Retainer Agreement, Winters paid Kurpiers \$100,000 to act as "Co-Counsel" with Winters on DaCorta's behalf in this CFTC enforcement action and in the Receiver's Clawback Action (see infra § V.B.1.). The Receiver subpoenaed and received documents from the bank that transferred \$100,000 to Kurpiers and uncovered that those funds were derived from deposits made by certain Oasis investors who have claimed to be represented by Winters. The bank account is controlled by Winters, his wife, and certain Oasis investors. The Receiver also learned that more than \$190,000 in funds from the bank account were transferred to Intermountain Precious Metals ("IPM").

The Receiver served a subpoena on IPM, but it refused to comply with the subpoena. The Receiver retained local counsel in Idaho and filed a motion to compel the company's compliance and for sanctions. See Wiand, as Receiver v. Intermountain Precious Metals LLC, Case No. 1:24-mc-00086-AKB (D. Idaho). Through its owner, Nathan Young, the company filed a document opposing the motion to compel, and the Receiver submitted a reply to that document. The Idaho court struck the company's filing and ordered it to retain counsel or otherwise advise the court as to "how it will be represented in this matter" by July 19, 2024. On July 18, 2024, Young filed a notice that IPM is seeking counsel and a separate notice attempting to invoke the Fifth Amendment privilege against self-incrimination. On August 5, 2024, the court entered an order granting the Receiver's motion to compel and finding that IPM would be subject to sanctions, including the Receiver's reasonable attorneys' fees and costs, if the company failed to comply with the subpoena within 30 days of the court's order.

In willful contempt of the order, however, IPM never produced any of the required documents. Instead, Young filed a motion for reconsideration in the district court and filed a notice of appeal to the United States Court of Appeals for the Ninth Circuit. The Receiver filed a motion to dismiss the appeal, which the Ninth Circuit granted on December 17, 2024 and remanded the matter to the Idaho district court. On January 10, 2025, the district court denied IPM's

motion for reconsideration. Young submitted a petition for writ of certiorari on March 17, 2025. On April 21, 2025, the Receiver submitted an opposition, and on May 27, 2025, the Supreme Court denied the petition.

On August 22, 2025, after IPM's continued failure to produce responsive documents, the Receiver filed his second motion to compel compliance with the subpoena and for daily sanctions ("Second Sanctions Motion"). Six days later, Young finally produced handwritten responses to the Receiver's subpoena and two documents, which were sales orders, to attorney Ailen Cruz. However, neither the Receiver nor his attorneys were aware of this production because Cruz terminated her representation of the Receiver more than six months prior and her email address was outdated and unmonitored. Cruz never had appeared in the subpoena action, which has been pending for almost two years, and Young did not copy the Receiver's local or lead counsel who had previously attempted to resolve the outstanding subpoena matters with him.

On September 8, 2025, Young filed a declaration claiming that IPM complied with the subpoena. This first declaration contained no other relevant information. When the Receiver filed his reply in further support of the Second Sanctions Motion, he was still unaware of IPM's limited production. On September 26, 2025, Young filed another declaration, this time attaching his handwritten responses and the two sales orders. Based on the information in that declaration, the Receiver was able to locate and identify Young's

misdirected email to Cruz. IPM's production, however, was facially insufficient. For example, both sales orders show that coins worth hundreds of thousands of dollars were purchased using two checks, but IPM failed to produce copies of the checks and related bank records. Hoping to avoid the need for further court intervention, the Receiver's attorneys informed Young of these deficiencies twice via email, but again, Young never responded. Young remains uncommunicative, and IPM's production remains incomplete. Thus, on October 15, 2025, the Receiver filed a supplemental report informing the court of the foregoing and requesting the court's intervention and sanctions as sought in the Second Sanctions Motion. Young's filings are baseless, vexatious, and patently designed to impede the Receiver and conceal perfidy. Further, no attorney has appeared on behalf of IPM in continued contempt for the court's prior order. The Second Sanctions Motion is pending before the Idaho District Court.

In or around February 2024, DaCorta retained Stephen Preziosi, Esq. of New York. Mr. Preziosi was served with a subpoena and produced a limited number of documents which indicate that he has been paid over \$155,000 to represent DaCorta in his appeal of the Court's order granting summary judgment against him. That appeal is intended, in part, to undermine the Receivership and the rights of the claimants. While Mr. Preziosi has not

clarified the source of his funding, he was clearly recruited by Winters and the "Oasis Helpers," including an individual named Greg Melick, who is a leader of that group. Records produced to date indicate that the funding came from a check (\$80,000) from one of the scheme's victims (a 78-year-old investor from New Hampshire) and a wire transfer from an undisclosed source. Mr. Preziosi has refused to produce communications with the "Oasis Helpers" or other documents relating to the funding of the appeal and his engagement. Mr. Preziosi also recently entered an appearance on behalf of DaCorta in his criminal action although the Eleventh Circuit has already affirmed DaCorta's conviction in that matter. On July 28, 2025, Preziosi filed a motion to vacate DaCorta's conviction (DCA Doc. 249). Mr. Preziosi is attempting to overturn DaCorta's conviction and is presumably being paid with funds likely raised by Winters and Melick from DaCorta's victims in this scheme.

On August 16, 2024, the Receiver filed a motion for contempt against Mr. Preziosi for his failure to comply with the subpoena, which Mr. Preziosi opposed. See Docs. 834, 835, 840, and 843. On December 3, 2024, the Court denied the Receiver's motion on jurisdictional grounds, stating that the matter should be litigated where Mr. Preziosi resides -i.e., the United States District Court for the Southern District of New York. See Doc. 850. On December 10, 2024, Mr. Preziosi initiated an action in the Southern District of New York and

filed a motion to modify the Receiver's subpoena, which the Receiver opposed. See In re Subpoena by a Receiver in Commodity Futures Trading Commission v. Oasis Int'l Group. Ltd. et al., Case No. 1:24-mc-00577 (S.D.N.Y.). On February 4, 2025, the Receiver filed a motion for an order of indirect civil contempt against Mr. Preziosi for his failure to comply with the subpoena. All motions are fully briefed and pending before the New York court.

The Receiver is aware of attempts to extract additional money from victim-investors beginning as early as 2019. These attempts are usually premised on the false assertion that an individual can help the investors recover all their money if the investor only pays the self-proclaimed white knight a few thousand dollars to procure his or her services. This is known as recovery fraud. The Receiver believes that the "Oasis Helpers" and Mr. Melick have continued to fraudulently raise money from the victims of DaCorta's fraud. This was done in part through the preposterous representation that by appealing DaCorta's civil case and pursuing his defense DaCorta would be able to recover over \$700 million dollars from the government, the Receiver, and recovered assets to repay all of the victims all their losses. This flagrant misrepresentation was used to dupe unsophisticated victims despite that DaCorta stands convicted of egregious fraud and was ordered to pay over \$50

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<sup>&</sup>lt;sup>7</sup> See www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/RecoveryFrauds.html.

million in restitution for his crimes in addition to any civil penalties pending against him.

The amount of money that Winters has charged investors for his purported services is unknown at this time. The Receiver attempted to serve a subpoena on Winters at least four times at four separate addresses across three states. To date, efforts at service have been unsuccessful because Winters apparently has no discernable residence, and his published office address is a UPS store. Winters also has not responded to communications asking if he will accept service of the subpoena.

The Receiver continues to investigate possible violations of the asset freeze order and may request a status conference to further discuss these issues with the Court. Finally, as mentioned above, the Receiver is pursuing contempt sanctions against IPM and Mr. Preziosi and will continue to pursue Winters and his purported "helpers" regarding their most questionable conduct.

#### **ACTIONS TAKEN BY THE RECEIVER**

During this reporting period, the Receiver has taken steps to fulfill his mandates under the Consolidated Order and its predecessors. Doc. 177 ¶ 56. For additional efforts of the Receiver, please refer to prior interim reports.

#### III. Securing The Receivership Estate

Attached as **Exhibit A** to this Interim Report is a cash accounting report showing (1) the amount of money on hand from July 1, 2025, less operating expenses plus revenue, through September 30, 2025, and (2) the same information from the beginning of the Receivership (as opposed to the current reporting period). The cash accounting reports do not reflect non-cash or cashequivalent assets. Thus, the value of any uncollected or unsold property discussed below is not included in the accounting reports. From July 1, 2025, through September 30, 2025, the Receiver collected \$34,251.72.8 See Ex. A.

#### A. Freezing Bank Accounts and Liquid Assets

As explained in the First Interim Report, the Receiver identified and/or froze approximately \$11 million at various financial institutions in the United States, the United Kingdom, and Belize. The Receiver opened a money market account and a checking account for the Receivership at ServisFirst Bank (the "Receivership Account"). The Receiver has deposited all the frozen funds

<sup>8</sup> As explained in footnote 1, to the extent possible, the Receiver has included in this Interim Report transactions and events occurring after September 30, 2025, to give the Court and others the most current overview of the Receiver's activities. Money collected after that date, however, is not reflected in Exhibit A. Those collections will be included in the Receiver's next interim report.

<sup>&</sup>lt;sup>9</sup> In October 2021, the DOJ recovered funds ATC had identified and frozen in an account in the name of Oasis Global FX, S.A. pursuant to the freeze order the Receiver served it at the outset of the Receivership. The account held \$2,005,368.28. The Receiver petitioned the government for the remission of these and other funds. In December 2022 and February 2023, portions of these funds were transferred to the Receiver. The Receiver also recovered \$55,960.78 in connection with an Oasis Global FX Limited account at Choice Bank Limited footnote cont d

into these accounts. A list of bank or other financial accounts organized by defendant, relief defendant, and/or affiliated entity is attached as **Exhibit B**. 10

#### B. Securing Real Property

The Receivership Estate contained numerous parcels of real property, including single-family homes, condominiums, and a waterfront office building. 11 The Receiver has sold all real property in the Receivership Estate. These properties included the Oasis office, DaCorta's and Anile's personal residences, and other properties used by DaCorta's relatives or others assisting him in the operation of Oasis scheme. These transactions are explained in prior interim reports and summarized on **Exhibit C**. The Receiver sold the properties on **Exhibit C** for the total amount of \$9,871,000. After payment of any claims against the properties (like mortgages and taxes), closing costs, and commissions, the Receivership Estate recovered the net amount of \$6,568,816.87 from the sale of these properties.

in Belize and \$497,148.87 from an Oasis Global FX, S.A. account at Heritage Limited Bank in Belize.

<sup>&</sup>lt;sup>10</sup> Previously, defendants Montie and Haas were required to provide the CFTC and the Receiver with monthly financial statements for certain accounts, which the Receiver used to update Exhibit B. Due to their settlements with the CFTC and the Receiver, Montie and Haas are no longer required to provide the monthly statements. Exhibit B now labels the accounts "Settlement" with a frozen balance of \$0.00 and a liquidated balance of \$0.00.

<sup>&</sup>lt;sup>11</sup> In addition to the properties discussed below, relief defendant 444 Gulf of Mexico Drive, LLC held an \$80,000 mortgage on the property located at 1605 55th Avenue West, Bradenton, Florida 34207. The mortgage matured on December 1, 2021. On January 19, 2022, the mortgage was satisfied in the amount of \$82,324.03, which is within the Receivership Estate and included in Exhibit A.

#### C. Securing Personal Property

#### 1. Vehicles

On April 18, 2019, FBI agents executed search warrants and seized, among other things, luxury automobiles purchased by certain defendants and relief defendants. The FBI instituted administrative forfeiture proceedings against the vehicles. Through the Receiver's Court-approved plan to auction the vehicles, an auction company sold all vehicles that were not underwater for a total recovery of approximately \$307,714 (See Docs. 192 and 194). As such, the Receiver has sold all forfeited vehicles and collected all possible related funds. For more information, please see the Receiver's prior interim reports.

#### 2. Cash and Precious Metals

Law enforcement agents also seized cash, gold, and silver from DaCorta and Anile that was hidden in their residences. After obtaining several bids from companies that deal in precious metals, the Receiver sold the gold and silver to International Diamond Center for \$657,382.25. See Doc. 205. The Receiver has sold all forfeited metals and collected all related funds. For more information, please see the Receiver's prior interim reports.

The Receiver and defendant Montie coordinated to sell his 1996 Mercedes 500SL for \$10,500. Those funds were held in escrow but have been released to the Receiver and applied

toward the satisfaction of the settlement between Montie and the Receiver (see infra  $\S$  V.A.2.).

#### 3. Other Personal Property

When the Receiver and his representatives visited certain defendants' residences on April 18, 2019, they observed and photographed potentially valuable items, including art, antiques, collectibles, sports memorabilia, and jewelry. The defendants were instructed that all such personal property is subject to the asset freeze, and they were not to sell, transfer, or otherwise dispose of anything without the Receiver's authorization. These obligations have since been modified by the pertinent settlement agreements between certain defendants, the CFTC, and the Receiver. To date, the Receiver has identified and/or seized the property listed in **Exhibit D**. 13 He has sold most items as set forth in the exhibit.

#### D. Securing the Receivership Entities' Books and Records

As explained in prior interim reports, the Receiver and his professionals secured the Receivership Entities' books and records, including computer systems, emails, and other documents. The Receiver also obtained documents from numerous nonparties under the Consolidated Order or through subpoenas. At this point, document collection and preservation are substantially complete.

<sup>&</sup>lt;sup>13</sup> Importantly, the values identified in Exhibit D were and are only estimates. Actual recoveries have been and will be subject to market conditions and other factors.

#### E. Operating or Related Businesses

In prior interim reports, the Receiver provided information about three businesses: (1) relief defendant Roar of the Lion; (2) Mirror Innovations, LLC; and (3) Diamond Boa LLC d/b/a Kevin Johnson Reptiles. None of these businesses have material value to the Receivership Estate. In fact, Roar of the Lion was a failed venture DaCorta created for the benefit of his son.

#### IV. Retention of Professionals

The Consolidated Order authorizes the Receiver "[t]o engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, including, but not limited to, accountants, attorneys, securities traders, registered representatives, financial or business advisors, liquidating agents, real estate agents, forensic experts, brokers, traders or auctioneers." Doc. 177 at ¶ 8.F.

On May 30, 2019, the Receiver moved the Court to approve his engagement of the following legal, accounting, and other professionals: (1) f/k/a Wiand Guerra King P.A. f/k/a Guerra King P.A. n/k/a Guerra & Partners, P.A., a law firm; (2) KapilaMukamal, LLP, a forensic accounting firm; (3) PDR CPAs, a tax accounting firm; (4) RWJ Group, LLC, an asset management and

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<sup>&</sup>lt;sup>14</sup> As of July 1, 2025, Guerra & Partners is no longer providing legal services to the Receivership. The two professionals at G&P who provided services to this Receivership, Maya Lockwood and Kim Paulson, will continue to do so through the Law Office of Burton W. Wiand P.A.

investigations firm; and (5) E-Hounds, Inc., a technology and computer forensics firm. See Doc. 87. On June 6, 2019, the Court granted the Receiver's motion for approval to retain these professionals. Doc. 98. The Receiver also retained special counsel to assist with the repatriation of foreign assets: Wayne A. Piper and Flores Piper LLP in Belize (Doc. 488) and Maples Group in the Cayman Islands (Doc. 187).

On March 5, 2020, the Receiver filed a motion seeking to retain Sallah Astarita & Cox, LLC (the "Sallah Firm") on a contingency fee basis to investigate and pursue claims against FAI. Doc. 238. Similarly, on March 20, 2020, the Receiver moved the Court to approve his retention of Sergio C. Godinho as a litigation consultant to assist the Receiver's and the Sallah Firm's investigation and prosecution of those claims. Doc. 253. The Court granted the Receiver's motions on April 7, 202. Doc. 261. The Receiver has since resolved his claims against FAI.

On March 24, 2020, the Receiver moved the Court to approve the engagement of John Waechter and Englander Fischer to assist the Receiver and his primary counsel with clawback litigation. <sup>15</sup> Doc. 285. The Court

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On August 11, 2025, Beatriz McConnell left Englander Fischer to join the law firm of Older, Lundy, Koch & Martino. At the time of Ms. McConnell's departure she was the primary attorney handling the two remaining Receivership matters at Englander Fischer, which are the resolution of the Rocco Garbellano settlement (see infra § V.A.3.); and enforcement of the Preziosi subpoena (see supra § II.A.). As such, the Receiver determined it would be in the best interest of the Receivership to continue footnote cont d

granted the Receiver's motion on April 13, 2010. Doc. 264. As explained in Section V.B.1. below, the Receiver was pursuing litigation against numerous defendants, but that litigation is now substantially complete, and efforts have been focused on collecting the judgments obtained.

On March 31, 2021, the Receiver filed a second motion seeking to retain the Sallah Firm on a contingency fee basis to investigate and pursue claims against ATC Brokers Ltd. and its affiliates and principals. Doc. 385. On April 23, 2021, the Court granted the Receiver's motion, thereby approving his second engagement of the Sallah Firm. Doc. 390. On July 13, 2021, the Court also granted the Receiver's motion to approve the engagement of Thomas Bakas as a litigation consultant. See Docs. 412, 415.

In 2022, Jared Perez left G&P and is now practicing through his own firm, Jared J. Perez P.A. Because Mr. Perez was the lead counsel and senior attorney on this matter, the Receiver has continued to use his services.

As referenced above, the Receiver has retained Jed W. Manwaring of Evans Keane LLP n/k/a Elam & Burke as local counsel in Idaho to enforce the subpoena served on IPM as part of the Receiver's continuing investigation into the activities of Winters and his associates.

Ms. McConnell's representation at her new law firm. She has agreed to continue billing at the reduced hourly rate she was billing at Englander Fischer.

Finally, Phillips Lytle LLP is assisting the Receiver as local counsel in New York in connection with the collection of a clawback judgment and the litigation over the Receiver's subpoena to Mr. Preziosi.

#### V. <u>Litigation</u>

The Receiver has engaged in substantial litigation efforts throughout the course of this Receivership. As shown on Exhibit A, these efforts have resulted in the recovery of approximately \$5,714,345.33 from the inception of the Receivership through September 30, 2025. The majority of the litigation has been resolved. At this time, the only remaining litigation activities include: (1) collection on settlements and the enforcement of judgments; and (2) litigation against ATC Brokers, Ltd., David Manoukian, and Spotex, LLC. The following subsections address the foregoing as well as certain related litigation. At this time, the Receiver does not believe that any additional litigation would be of economic benefit to the Receivership. For more information regarding the Receiver's litigation efforts, please refer to prior interim reports.

### A. Completed and Related Litigation

### 1. Settled Pre-Litigation Claims Against Haas

On June 28, 2023, the Receiver entered into a mediated settlement agreement with defendant Haas, pursuant to which Haas will pay \$50,000 to the Receivership Estate. The Receiver based the settlement amount largely on

Haas's limited income and assets. <sup>16</sup> The Court approved the Receiver's settlement with Haas, which Haas fully satisfied on October 11, 2025. *See* Doc. 793. Upon satisfaction the settlement agreement and the CFTC's consent order, the asset freeze will be lifted with respect to Haas's remaining property.

#### 2. Settled Litigation Against Montie

The Receiver settled litigation he brought against defendant Montie for \$549,410.88, after the evaluation of the Receiver's claims and the prospects of collection. The Court approved the settlement agreement on January 1, 2024. See Doc. 793. Certain escrowed funds as well as monies already seized by the Receiver have been credited to the settlement amount. Montie must pay the remainder pursuant to a negotiated schedule. Upon satisfaction of the settlement agreement and the CFTC's consent order, the asset freeze will be lifted with respect to Montie's remaining property.

#### B. Pending and Related Litigation

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<sup>&</sup>lt;sup>16</sup> Defendant aas o ns ointly ith his ife a property in Ne ork, hich he estimated to be orth appro imately 502,000. n evaluation by the Receiver indicated aas has fe assets that could be sub ect to collection efforts. The Receiver settled claims against aas for 50,000, to be paid in monthly installments, because it as unlikely that any other efforts ould produce more than the cost of collection

<sup>&</sup>lt;sup>17</sup> Defendant Montie owned real estate in Hauppauge, New York. On December 22, 2020, the Court granted Montie's unopposed motion to permit sale of this property. Doc. 342. After payment of a mortgage and closing costs, the net proceeds of the sale were \$278,274.46. Those funds were being held in escrow, but pursuant to the settlement agreement, the money was released from escrow to the Receiver and has been applied to the settlement amount.

The Receiver is not aware of any litigation against Receivership Entities that was pending at his appointment, and the Consolidated Order enjoins the filing of any litigation against Receivership Entities without leave of Court.

#### 1. The Receiver's General Clawback Litigation

Through pre-suit settlement procedures approved by the Court, the Receiver obtained pre-suit clawback settlements collectively worth \$246,497.09 in connection with investors who received false profits. (Doc. 237, 247). On April 14, 2020, the Receiver filed a complaint against almost 100 nonsettling investors, seeking to recover approximately \$4.4 million plus costs and prejudgment interest (the "Clawback Action"). Through the Clawback Action, the Receiver obtained post-suit or post-judgment settlements worth approximately \$1,214,917.09, and default judgments worth approximately \$2,145,880.47. The liability portion of the Clawback Action is complete, but the Receiver continues to attempt to collect remaining judgments. On April 4, 2025, the Receiver filed a motion to approve the sale of default judgments that the Receiver deemed to be cost-prohibitive for collection and/or unlikely to be collectable for the total of \$22,000. Doc. 863. The Court granted this motion on May 13, 2025 (Doc. 866).

#### 2. Settled Claim Against Rocco Garbellano

The Receiver settled claims against Rocco Garbellano, but that settlement required filing suit and material litigation. Specifically, the

Receiver obtained a judgment of \$327,928.51 against Garbellano in the Clawback Action (as defined below). Garbellano then filed bankruptcy in the United States District Court for the Southern District of New York. To resolve those matters, the Receiver and Garbellano entered into a settlement agreement wherein Garbellano ceded his interest in certain real estate to the Receiver. Pursuant to that agreement, the Receiver is entitled to retain \$165,000 or Garbellano's share of the net sale proceeds, whichever is greater, from the sale of that property. The Court granted the Receiver's motion to approve this settlement on August 13, 2024 (Doc. 830). The Receiver entered into this settlement agreement with the understanding that the property would be sold soon after the agreement. On June 9, 2025, the Receiver's counsel sent correspondence and subpoenas to Garbellano's counsel to enforce the settlement agreement. Through these efforts, the Receiver learned that the house is under contract for sale. The sale, however, has been delayed due to some permitting issues and violations. On October 22, 2025, the Receiver was informed that the violations have been resolved and the lender has cleared the property to close. If this sale does not occur or Garbellano fails to comply with the settlement agreement, the Receiver may file a motion with this Court to enforce the settlement agreement or take other appropriate action.

#### 3. The Receiver's Litigation Against ATC Brokers Ltd., Spotex LLC, and Affiliates

On May 28, 2021, the Receiver filed a suit against ATC Brokers Ltd., David Manoukian, and Spotex LLC. The complaint asserted claims for aiding and abetting fraud, aiding and abetting breaches of fiduciary duties, recovery of fraudulent transfers from ATC, gross negligence, and simple negligence. The Receiver is seeking both compensatory and punitive damages. The district court supervising this action granted motions to dismiss with prejudice filed by the defendants based on standing issues, but the Receiver believed the judge misapplied relevant Eleventh Circuit precedent.

The Receiver filed a notice of appeal and prevailed on appeal. Specifically, on March 19, 2024, the Eleventh Circuit issued an opinion vacating, reversing, and remanding the district court's order dismissing the Receiver's claims with prejudice. See Wiand v. ATC Brokers Ltd., et al., Case No. 22-13658 (11th Cir.). The appellate court found that the Receiver has standing to pursue his fraudulent transfer claims worth more than \$20 million against ATC Brokers Ltd. The appellate court also ruled that the trial court's dismissal of the Receiver's tort claims should have been without prejudice.

On August 8, 2024, the Receiver filed a motion for compliance with the Eleventh Circuit's opinion and mandate. See Wiand v. ATC Brokers, Ltd., et al., Case No. 8:21-cv-01317-MSS-ASS (M.D. Fla.) On October 22, 2024, the

Receiver filed a motion for leave to file a second amended complaint. On February 14, 2025, the court granted the Receiver's motion for compliance and his motion to file a second amended complaint in most part. On March 13, 2025, the Receiver file a motion for reconsideration of the court's denial of leave to file a proposed count in the second amended complaint. This motion has been fully briefed and is pending before the court. The Receiver intends to aggressively pursue this case on remand before the district court.

#### VI. <u>Claims Process</u>

As explained more fully in prior interim reports, with the Court's approval the Receiver 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 a distribution from the Receivership Estate.

On March 7, 2022, the Court granted the Claims Determination Motion.

Doc. 482. The Court also expressly approved and implemented the Receiver's proposed Objection Procedure (see Doc. 439 at pp. 44-45). The Receiver posted

a copy of the Court's Order on the Receivership website<sup>18</sup> and sent substantively identical information to claimants and other interested parties via email. On March 25, 2022, the Receiver mailed more than 1,000 customized letters to claimants, and if applicable, their attorneys. As such, the Courtordered deadline for submitting objections to the Receiver's claim determinations was April 14, 2022. See Doc. 439 § VIII.A.(c) at p. 45. Many claim determinations also required the associated claimant(s) to submit additional information to the Receiver – most commonly, a Personal Verification Form but, in some instances, supplemental information like bank statements or affidavits.

On December 9, 2022, the Receiver moved the Court 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. 695. No party or non-party timely opposed the motion or any of the matters discussed therein.

On January 27, 2023, the presiding Magistrate Judge issued an order recommending that the Receiver's distribution motion be granted. Doc. 705. Certain investors objected to the Magistrate Judge's order, but those objections

<sup>&</sup>lt;sup>18</sup> See <u>www.oasisreceivership.com</u>.

were both untimely and without merit. On March 15, 2023, the Court overruled the objections, adopted the report and recommendation, and authorized the first interim distribution. Doc. 730. On April 6, 2023, the Receiver mailed distribution checks by U.S. Mail to those who were entitled to receive one and did not require address confirmation. The first interim distribution of \$10 million provided approximately 17.51% of the "Allowed Amounts" (see Doc. 439 at 10) of claims entitled to receive the distribution (as set forth in Exhibits 1 and 2 of the motion). For more information, please see the Receiver's status report on the first interim distribution. Doc. 747.

On February 28, 2024, the Receiver moved the Court to approve a second interim distribution of \$9,000,000 to approved claimants, bringing the total recovery for claimants participating in both distributions to approximately 33.28% of their allowed amounts. Doc. 805. On March 22, 2024, the Magistrate Judge recommended that the Court approve the distribution. Doc. 808. This time, no one objected to the Magistrate Judge's report and recommendation. On April 8, 2024, the Court approved the second interim distribution. Doc. 810. Despite unnecessary obstacles created by Winters and the "Oasis Helpers" (see Doc. 811), the Receiver mailed distribution checks to claimants with approved claims on April 30, 2024. Pursuant to certain claimants' instructions, the Receiver sent approximately 283 checks worth approximately \$3.2 million to a designated mailing address associated with Winters, which the Receiver has

learned is a UPS Store. As expressly approved by the Court (see Doc. 812), the Receiver also mailed courtesy copies of the pertinent checks and correspondence to each associated claimant. The second interim distribution is complete. Additional funds on hand will be retained for continued operation of the Receivership and potential exposure from ongoing litigation.

The Court's orders regarding distribution provide specific procedures that claimants must follow. On previous occasions, Mr. Winters and/or the "Helpers' Group" have advised claimants to not follow the Receiver's and the Court's instructions. Following the advice of Mr. Winters or the "Helpers' Group" that is inconsistent with the Court's prior orders will not be excused and such conduct may result, and in some cases has resulted, in the forfeiture of distributions. At this time, any additional documentation provided is untimely and any request for relief must be made to the Court and will be opposed by the Receiver.

#### VII. The Next Ninety Days

The Consolidated Order requires this Interim Report (and all subsequent reports) to contain "[t]he Receiver's recommendations for a continuation or discontinuation of the [R]eceivership and the reasons for the recommendations." Doc. 177 ¶ 56.G. At this stage, the Receiver recommends continuation of the Receivership because he still has litigation to prosecute, a claims process to complete, and funds to distribute.

#### **CONCLUSION**

Investors and other creditors of the Receivership Entities are encouraged to periodically check the Receiver's website (www.oasisreceivership.com) for current information concerning this Receivership. While the Receiver and his staff are available to respond to any inquiries, to minimize expenses, investors and other creditors are strongly encouraged to consult the Receiver's website before contacting the Receiver or his counsel. Should the website not answer the question, please reach out to the Receiver or his professionals. The Receiver continues to encourage individuals or attorneys representing investors who have information that might be helpful in securing further assets for the Receivership Estate to email Edwina Tate at Edwina@BurtonWWiandPA.com.

The Receiver can be contacted by phone at (727) 460-4679 or by email Burt@BurtonWWiandPA.com.

Dated this 30th day of October 2025.

Respectfully submitted,

s/ Burton W. Wiand

Burton W. Wiand, Receiver

#### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 30, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

#### s/ Maya Lockwood

Maya Lockwood, FBN 0175481 maya@burtonwwiandpa.com BURTON W. WIAND PA 114 Turner Street Clearwater, FL 33756-5211 Tel.: (813) 902-4147

and

Jared J. Perez, FBN 0085192 jared.perez@jaredperezlaw.com JARED J. PEREZ P.A. 301 Druid Rd W Clearwater, FL 33756-3852 Tel.: (727) 641-6562

Attorneys for Receiver, Burton W. Wiand

# EXHIBIT A

**Standardized Accounting Report Form** 

| Standardized Accounting Report Form  Standardized Accounting Report for Oasis Management LLC Receivership |   |        |           |    |           |    |              |                   |
|---|---|--------|-----------|----|-----------|----|--------------|-------------------|
| Civil Court Docket No. 8:19-cv-00886-VMC-SPF  |   |        |           |    |           |    |              |                   |
|   | Reporting Period 07/01/2025 to 09/30/2025                             |        |           |    |           |    |              |                   |
|   | D.4.11s   |        |           |    |           |    | Grand        | NI 4              |
|   |   |        | Details   |    | Subtotal  |    | Total        | Notes             |
| Line 1  | Beginning Balance (As of 07/01/2025)                                  |        |           |    |           | \$ | 1,877,814.92 |                   |
|   |   |        |           |    |           |    |              |                   |
|   | Increases in Fund Balance   |        |           |    |           |    |              |                   |
| Line 2  | Business Income   |        |           |    |           |    |              |                   |
| Line 3  | Cash and Securities   | _      |           |    |           |    |              |                   |
| Line 4  | Interest/Dividend Income  | \$     | 8,572.75  |    |           |    |              | Interest Income   |
| Line 5  | Asset Liquidation   | \$     | -         |    |           |    |              | G vil             |
| Line 6  | Third-Party Litigation Income   | \$     | 25,678.97 |    |           |    |              | Settlements       |
| Line 7  | Other Miscellaneous   |        |           | Φ. | 24 251 72 | Φ  | 1 012 066 64 |                   |
|   | Total Funds Available - Totals Line 1 - 7                             |        |           | \$ | 34,251.72 | \$ | 1,912,066.64 |                   |
|   |   |        |           |    |           |    |              |                   |
|   |   |        |           | l  |           |    |              |                   |
|   | Decreases in Fund Balance   |        |           |    |           |    |              |                   |
| Line 9  | Disbursements to Investors  |        |           |    |           |    |              |                   |
| Line 10   | Disbursements for Receivership Operations                             |        |           |    |           |    |              |                   |
|   | Receiver  | \$     | 9,013.50  |    |           |    |              | Professional Fees |
| 10.a.2  | Guerra King   | \$     | 10,158.00 |    |           |    |              | Professional Fees |
| 10.a.3  | KapilaMukamal LLP   |        |           |    |           |    |              | Professional Fees |
|   | PDR CPAs  | \$     | 5,129.52  |    |           |    |              | Professional Fees |
| 10.a.5 RPM Financial  |   |        |           |    |           |    |              | Professional Fees |
|   |   | \$     | 13,931.50 |    |           |    |              | Professional Fees |
| 10.a.7 The RWJ Group  |   |        |           |    |           |    |              | Professional Fees |
| 10.a.8 E Hounds   |   | \$     | 10,290.00 |    |           |    |              | Professional Fees |
| 10.a.9 Maples Group   |   | Φ.     | 10.540.40 |    |           |    |              | Professional Fees |
|   | Jared J Perez PA  | \$     | 12,540.42 |    |           |    |              | Professional Fees |
|   | Other Professional Fees Total Disbursements to Receiver/Professionals | \$     | 17,066.70 | \$ | 78,129.64 |    |              | Professional Fees |
|   | Third-Party Litigation Expenses                                       |        |           | 🏚  | 76,129.04 |    |              |                   |
|   | Asset Expenses  |        |           |    |           |    |              | Bank Charges      |
|   | Tax Payments  |        |           |    |           |    |              | Bank Charges      |
| 100   | Total Disbursements for Receivership Ops.                             |        |           | \$ | 78,129.64 |    |              |                   |
|   | Total Disbursements for Receivership Ops.                             |        |           | Ψ  | 76,127.04 |    |              |                   |
| Line 11   | Disbursements Related to Distribution Expenses                        | l<br>: |           |    |           |    |              |                   |
| Eme   | Discussionients Related to Distribution Expenses                      | ĺ      |           |    |           |    |              |                   |
| Line 12   | Disbursement to Court/Other   |        |           |    |           |    |              |                   |
| Line 12   | Other   |        |           |    |           |    |              |                   |
| Line 13   | Ouici   |        |           |    |           |    |              |                   |
|   | <b>Total Funds Disbursed - Total Lines 9 - 13</b>                     |        |           |    |           | \$ | 78,129.64    |                   |
|   |   |        |           |    |           |    |              |                   |
| Line 14   | Ending Balance (as of 09/30/2025)                                     |        |           |    |           | \$ | 1,833,937.00 |                   |
|   |   |        |           |    |           |    |              |                   |

**Standardized Accounting Report Form** 

|          |   | ardized Accountii                       |                 |                   |                            |  |  |  |
|----------|---|---|-----------------|-------------------|----------------------------|--|--|--|
|          | Standardized Accounting                           | · .                                     | •               | *                 |                            |  |  |  |
|          | Civil Court Docket No. 8:19-cv-00886-VMC-SPF      |   |                 |                   |                            |  |  |  |
|          | F   | From Inception to (                     | 09/30/2025      |                   |                            |  |  |  |
|          |   |   |                 | Grand             |                            |  |  |  |
|          |   | Details                                 | Subtotal        | Total             | Notes                      |  |  |  |
| Line 1   | Beginning Balance                                 |   |                 | _                 |                            |  |  |  |
|          | Degg Dumier                                       |   |                 |                   |                            |  |  |  |
|          | Increases in Fund Balance                         |   |                 |                   |                            |  |  |  |
| Line 2   | Business Income                                   | \$ 53,335.13                            |                 |                   | Rental/Mortgage Income     |  |  |  |
| Line 3   | Cash and Securities                               | \$ 9,158,582.33                         |                 |                   | Cash from Frozen Accts.    |  |  |  |
| Line 4   | Interest/Dividend Income                          | \$ 810,076.78                           |                 |                   | Interest Income            |  |  |  |
| Line 5   | Asset Liquidation                                 | \$ 7,900,700.41                         |                 |                   | Sale of Real Estate/Misc.  |  |  |  |
| Line 6   | Third-Party Litigation Income                     | \$ 5,714,345.33                         |                 |                   | Settlements, etc           |  |  |  |
| Line 7   | Other Miscellaneous                               | \$ 7,788,374.26                         |                 |                   | Remitted Funds & Misc.     |  |  |  |
| Emic ,   | o mer miscenaneous                                | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |                 |                   | Tremitted Funds to Mise.   |  |  |  |
|          | <b>Total Funds Available - Totals Line 1 - 7</b>  |   | \$31,425,414.24 | \$ 31,425,414.24  |                            |  |  |  |
|          | Total Lands Avanable Totals Eme 1                 |   | 431,123,111.21  | φ 31,123,11 li.21 |                            |  |  |  |
|          | Decreases in Fund Balance                         |   |                 |                   |                            |  |  |  |
| Line 9   | Disbursements to Investors                        |   | \$18,824,628.07 |                   |                            |  |  |  |
| Line 10  | Disbursements for Receivership Operations         |   | 410,021,020.07  |                   |                            |  |  |  |
|          | Receiver Processing Specialisms                   | \$ 611,462.00                           |                 |                   | Professional Fees          |  |  |  |
|          | Guerra King                                       | \$ 2,236,059.97                         |                 |                   | Professional Fees          |  |  |  |
| 1        | KapilaMukamal LLP                                 | \$ 320,452.44                           |                 |                   | Professional Fees          |  |  |  |
| 1        | PDR Certified Public Accts                        | \$ 121,094.78                           |                 |                   | Professional Fees          |  |  |  |
|          | RPM Financial                                     | \$ 84,036.92                            |                 |                   | Professional Fees          |  |  |  |
|          | Englander Fisher                                  | \$ 576,052.94                           |                 |                   | Professional Fees          |  |  |  |
| 1        | The RWJ Group                                     | \$ 100,688.80                           |                 |                   | Professional Fees          |  |  |  |
| 1        | E Hounds  | \$ 191,852.97                           |                 |                   | Professional Fees          |  |  |  |
|          | Maples Group-                                     | \$ 62,450.35                            |                 |                   | Professional Fees          |  |  |  |
| 1        | Jared J. Perez                                    | \$ 169,358.48                           |                 |                   | Professional Fees          |  |  |  |
|          | Other Professional Fees                           | \$ 143,100.33                           |                 |                   | Professional Fees          |  |  |  |
|          | Total Disbursements to Receiver/Professionals     |   | \$ 4,616,609.98 |                   | Troressionar rees          |  |  |  |
|          | Third-Party Litigation Expenses                   |   | \$ 42,160.00    |                   |                            |  |  |  |
| 1        | Asset Expenses                                    |   | \$ 358,883.05   |                   | Condo Fees, Insurance      |  |  |  |
|          | Tisset Expenses                                   |   | -               |                   | Repairs, Maint & Utilities |  |  |  |
| 104      | Tax Payments                                      |   | \$ 109,117.36   |                   | County Sales Propery Tax   |  |  |  |
| 100      | Total Disbursements for Receivership Ops.         |   | \$ 5,126,770.39 |                   | County Sales Tropery Tax   |  |  |  |
|          | Total Disbutsements for Receivership Ops.         |   | Ψ 5,120,770.57  |                   |                            |  |  |  |
| Line 11  | Disbursements Related to Distribution Expense     | ]<br>29                                 |                 |                   |                            |  |  |  |
|          | Disoursements Related to Distribution Expense     | [                                       |                 |                   |                            |  |  |  |
| Line 12  | Disbursement to Court/Other                       |   | \$ 5,637,625.12 |                   | Remission to USMS          |  |  |  |
| Enic 12  | Disoursement to Court Other                       |   | Ψ 5,057,025.12  |                   | Temporario Conto           |  |  |  |
| Line 13  | Other   |   | \$ 2,453.66     |                   | Cayman Registration Fee    |  |  |  |
| בו אוובו | Outer .   |   | 2,733.00        |                   | Cayman registration rec    |  |  |  |
|          | <b>Total Funds Disbursed - Total Lines 9 - 13</b> |   |                 | \$ 29,591,477.24  |                            |  |  |  |
|          | Tomi runus Dissurseu - Total Lines 7 - 13         |   |                 | Ψ 27,371,477.24   |                            |  |  |  |
|          |   |   |                 |                   |                            |  |  |  |
| Line 14  | Ending Balance (as of 09/30/2025)                 |   |                 | \$ 1,833,937.00   |                            |  |  |  |
|          |   |   |                 |                   |                            |  |  |  |

### 

| Line |                                 |   |
|------|---------------------------------|---|
| 15   | Number of Claims                | 834   |
|      | No. of Claims Received This     |   |
| 15a  | Reporting Period                | 0   |
|      | No. of Claims Received Since    |   |
| 15b  | Inception of Estate             | 834   |
| Line |                                 |   |
| 16   | Number of Claimants/Investors   | 827   |
|      | No. of Claimants/Investors Paid |   |
| 16a  | This Reporting period           | 0   |
|      | No. of Claimants/Investors Paid | 732 First Interim Distribution Checks Issued; |
| 16b  | Since Inception of Estate       | 734 Second Interim Distribution Checks Issued |

| Receiver:        |                           |
|------------------|---------------------------|
| By: Towks und    | Burton W. Wiand, Receiver |
| Signature        | Printed Name              |
| Date: 10/30/2025 |                           |

# EXHIBIT B

## 

| Account Name by □arty or Affiliate     | Account        | Authori⊡ed<br>Signer's□                               | Ban□  | Account Type                       | Status                           | Still Fro⊡en     | □i□uidated             |
|--|----------------|---|---|------------------------------------|----------------------------------|------------------|------------------------|
| 13318 Lost Key Place, LLC              | *2850          | Michael Dacorta                                       | Wells Fargo   | Simple Business Checking           | Liquidated                       | \$0.00           | \$490.97               |
| 4064 Founders Club Drive, LLC          | *3975          | Joseph S. Anile II;<br>MaryAnne E. Anile              | Wells Fargo   | Business Choice Checking           | Liquidated                       | \$0.00           | \$10,383.26            |
| 4064 Founders Club Drive, LLC          | *1807          | Joseph S. Anile II;<br>MaryAnne E. Anile              | Wells Fargo   | Business Platinum Savings          | Closed                           | \$0.00           | \$0.00                 |
| 444 Gulf of Mexico Drive, LLC          | *3967          | Michael Dacorta;<br>Joseph S. Anile II                | Wells Fargo   | Simple Business Checking           | Liquidated                       | \$0.00           | \$15,600.10            |
| 4Oaks, LLC                             | *2572          | Joseph S. Anile II;<br>MaryAnne E. Anile              | Wells Fargo   | Business Choice Checking           | Liquidated                       | \$0.00           | \$30,910.45            |
| 6922 Lacantera Circle, LLC             | *2805          | Michael Dacorta                                       | Wells Fargo   | Simple Business Checking           | Liquidated                       | \$0.00           | \$37,929.49            |
| Bowling Green<br>Capital Management    | *7485          | Joseph S. Anile II;<br>MaryAnne E. Anile              | Capital One   | Small Business Rewards<br>Checking | Liquidated                       | \$0.00           | \$6,173.59             |
| European D                             | *0453          | Faraday D   | IDMA Chann  | Table Charles                      | I to talenced                    | <b>60.00</b>     | ć200.24                |
| Francisco Duran<br>Francisco Duran     | *9152<br>*0568 | Francisco Duran<br>Francisco Duran;<br>Lauren K Duran | JPMorgan Chase<br>JPMorgan Chase                          | Total Checking<br>Checking         | Liquidated<br>Liquidated         | \$0.00<br>\$0.00 | \$309.24<br>\$1,097.04 |
| Francisco Duran                        | *1192          | Francisco Duran                                       | JPMorgan Chase  | Total Checking                     | Liquidated                       | \$0.00           | \$4,174.69             |
| Francisco Duran                        | *8083          | Francisco Duran                                       | M&I/BMO Harris  | Checking                           | Closed                           | \$0.00           | \$0.00                 |
| Francisco Duran                        | *9788          | Francisco Duran                                       | M&I/BMO Harris  | Checking                           | Closed                           | \$0.00           | \$0.00                 |
| Francisco Duran or<br>Rebecca C. Duran | *2550          | Francisco Duran;<br>Rebecca C. Duran                  | SunTrust  | Checking                           | Closed                           | \$0.00           | \$0.00                 |
|  |                |   |   |                                    |                                  | 4                |                        |
| John J. Haas                           | *0245          | John J. Haas  | TD Bank   | Checking                           | Liquidated                       | \$0.00           | \$31,065.79            |
| John J. Haas                           | *5029          | John J. Haas  | Jovia (f/k/a Nassau<br>Educators Federal Credit<br>Union) | Go Green Checking                  | Income<br>Account,<br>Settlement | \$0.00           | \$0.00                 |
| John J. Haas                           | TBD            | John J. Haas  | Equity Trust  | IRA                                | Settlement                       | \$0.00           | \$0.00                 |
| John J. Haas;<br>Lillian Haas          | *2105          | John J. Haas  | TD Bank   | Checking                           | Liquidated                       | \$0.00           | \$4,362.80             |
| John J. Haas;<br>Lillian Haas          | *9201          | John J. Haas  | TD Bank   | Savings                            | Liquidated                       | \$0.00           | \$1,001.23             |
| John J. Haas, Inc.                     | *2488          | John J. Haas  | TD Bank   | TD Business Convenience Plus       | Liquidated                       | \$0.00           | \$517.83               |
| John J. Haas                           | *1211          | John J. Haas  | Knights of Columbus<br>Insurance                          | Cash Surrender Value               | Settlement                       | \$0.00           | \$0.00                 |

## Caase8199:v:008860/WMCSSPFF DDoormeen888222 FFFded12003025 Plagge16 of 53Plagge1DD 20681

| Account Name by<br>□arty or Affiliate               | Account        | Authori⊡ed<br>Signer.s□                 | Ban□   | Account Type                | Status                           | Still Fro⊡en     | □i□uidated         |
|---|----------------|---|--|-----------------------------|----------------------------------|------------------|--------------------|
| John J. Haas  | *0715          | John J. Haas                            | Knights of Columbus<br>Insurance                       | Cash Surrender Value        | Settlement                       | \$0.00           | \$0.00             |
| Joseph S. Anile II                                  | *7857          | Joseph S. Anile II                      | Regions  | Savings                     | Disputed                         | \$5,000.75       | \$0.00             |
| Joseph S. Anile II                                  | *8241          | Joseph S. Anile II                      | Regions  | Lifegreen Checking          | Liquidated                       | \$0.00           | \$3,123.20         |
| Lagoon Investments, Inc.                            | *1522          | Michael Dacorta;<br>Joseph S. Anile II. | Regions  | Business Checking           | Liquidated                       | \$0.00           | \$17,889.07        |
| Mainstream Fund Services, Inc.                      | *1174          | Denise DePaola;<br>Michael Nolan        | Citibank   | Savings                     | Unfrozen by<br>Agreement         | \$0.00           | \$0.00             |
| Mainstream Fund<br>Services, Inc.                   | *5606          | Denise DePaola;<br>Michael Nolan        | Citibank   | Checking                    | Unfrozen by<br>Agreement         | \$0.00           | \$0.00             |
| Mainstream Fund<br>Services, Inc.                   | *0764          | Denise DePaola;<br>Michael Nolan        | Citibank   | Checking                    | Liquidated                       | \$0.00           | \$6,012,397.78     |
| Michael DaCorta                                     | *1424          | Michael Dacorta                         | Wells Fargo  | Everyday Checking           | Liquidated                       | \$0.00           | \$751.54           |
| Michael DaCorta                                     | *0387          | Michael Dacorta                         | AXA  | Annuity Policy              | Terminated 7/15/16               | \$0.00           | \$0.00             |
| Michael DaCorta                                     | TBD            | Michael Dacorta                         | PNC  | N/A                         | N/A                              | \$0.00           | \$0.00             |
| Michael DaCorta;<br>Carolyn DaCorta                 | *0386          | Michael Dacorta                         | People's United  | N/A                         | N/A                              | \$0.00           | \$0.00             |
| Oasis Management, LLC                               | *9302          | Michael Dacorta                         | Wells Fargo  | Business Package Checking   | Liquidated                       | \$0.00           | \$2,149,654.18     |
| Oasis Management, LLC Oasis Capital Management S.A. | *3887<br>*6058 | Michael Dacorta<br>TBD                  | Wells Fargo<br>British Caribbean Bank<br>International | Market Rate Savings<br>N/A  | Liquidated<br>Closed             | \$0.00<br>\$0.00 | \$605.33<br>\$0.00 |
| Oasis Capital Management S.A.                       | *1200          | TBD                                     | Belize Bank<br>International, Ltd.                     | N/A                         | Closed                           | \$0.00           | \$0.00             |
| Oasis Global (Nevis) Ltd.                           | *9631          | TBD                                     | Bank of America  | Busines Checking            | Closed                           | \$0.00           | \$0.00             |
| Oasis Global FX Limited                             | *4622          | Joseph S. Anile II                      | Choice Bank (Belize)                                   | Liquidator Appointed        | See Report                       | \$0.00           | \$55,960.78        |
| Oasis Global FX, S.A.                               | *0055          | Joseph S. Anile II                      | Barclays Bank/ATC                                      | Closed "Trading" Account    | See Report                       | \$0.00           | \$2,005,368.28     |
| Oasis Global FX, S.A.                               | *5663          | Joseph S. Anile II                      | Choice Bank (Belize)                                   | N/A                         | Closed                           | \$0.00           | \$0.00             |
| Oasis Global FX, S.A.                               | *6059          | Joseph S. Anile II                      | Heritage Bank  | Deposit for Broker Activity | See Report                       | \$0.00           | \$497,148.87       |
| Raymond P. Montie                                   | *1510          | Raymond P. Montie                       | AXA/Equitable  | 401k Plan                   | Settlement                       | \$0.00           | \$0.00             |
| Raymond P. Montie                                   | *8414          | Raymond P. Montie                       | Federal Savings Bank;<br>First SeaCoast Bank           | Checking                    | Income<br>Account,<br>Settlement | \$0.00           | \$0.00             |
| Raymond P. Montie                                   | *1574          | Raymond P. Montie                       | Fidelity Investments                                   | IRA Account                 | Settlement                       | \$0.00           | \$0.00             |

### 

| Account Name by<br>□arty or Affiliate | Account | Authori⊡ed<br>Signer's□                  | Ban□                 | Account Type   | Status         | Still Fro⊡en | □i□uidated   |
|---------------------------------------|---------|--|----------------------|--|----------------|--------------|--------------|
| Raymond P. Montie                     | *4500   | Raymond P. Montie                        | Fidelity Investments | Investment Account   | Underwater     | -\$24.82     | \$0.00       |
| Raymond P. Montie                     | *2805   | Raymond P. Montie                        | TD Bank              | Premier Checking   | Liquidated     | \$0.00       | \$138,508.73 |
| Raymond P. Montie                     | *3802   | Raymond P. Montie                        | TD Bank              | Savings  | Settlement     | \$0.00       | \$0.00       |
| Raymond P. Montie                     | *2148   | Raymond P. Montie                        | TD Bank              | TD Beyond Checking; Old Income<br>Account; Closed by TD Bank | Closed         | \$0.00       | \$0.00       |
| Raymond P. Montie;                    | *3934   | Raymond P. Montie                        | TD Bank              | Relationship Checking  | Closed         | \$0.00       | \$0.00       |
| Danielle TerraNova                    |         |  |                      |  |                |              |              |
| RPM 7 LLC                             | *6068   | Raymond P. Montie                        | TD Bank              | <b>Business Convenience Plus</b>                             | Liquidated     | \$0.00       | \$2,395.63   |
| RPM 7 LLC                             | *1952   | Raymond P. Montie                        | TD Bank              | <b>Business Convenience Plus</b>                             | Liquidated     | \$0.00       | \$7,834.46   |
| RPM 7 LLC                             | *6076   | Raymond P. Montie                        | TD Bank              | N/A  | Closed         | \$0.00       | \$0.00       |
| RPM 7 LLC                             | *6430   | Raymond P. Montie                        | TD Bank              | N/A  | Closed         | \$0.00       | \$0.00       |
| RPM 7 LLC                             | *6638   | Raymond P. Montie                        | TD Bank              | N/A  | Closed         | \$0.00       | \$0.00       |
| Diamond BOA LLC                       | *0306   | Raymond P. Montie                        | TD Bank              | <b>Business Convenience Plus</b>                             | Liquidated     | \$0.00       | \$8,130.54   |
| Goose Pond Consulting                 | *9658   | Raymond P. Montie;<br>Danielle TerraNova | NBT Bank             | Free Business Checking                                       | Settlement     | \$0.00       | \$0.00       |
| Roar of the Lion Fitness, LLC         | *1396   | Michael Dacorta;                         | Wells Fargo          | Business Choice Checking                                     | Liquidated     | \$0.00       | \$17,704.97  |
| ŕ                                     |         | Andrew Dacorta                           | ŭ .                  |  | ·              | ·            | . ,          |
| Catallita Haldinga Cananan            | *0000   | laha Hasa                                | Malla Farra          | Manuat Data Carringa   | l incolalata d | ¢0.00        | Ć500 43      |
| Satellite Holdings Company            | *8808   | John Haas                                | Wells Fargo          | Market Rate Savings  | Liquidated     | \$0.00       | \$500.42     |
| Satellite Holdings Company            | *5347   | John Haas                                | Wells Fargo          | General Operating Checking                                   | Liquidated     | \$0.00       | \$127,921.13 |

# EXHIBIT C

| PROPERTY  | SALE PRICE     | NET RECOVERY   |
|---|----------------|----------------|
| 444 Gulf of Mexico Drive<br>Longboat Key, Florida         | \$2,100,000.00 | \$1,994,155.06 |
| 13318 Lost Key Place<br>Lakewood Ranch, Florida           | \$1,100,000.00 | \$1,038,704.75 |
| 6922 Lacantera Circle<br>Lakewood Ranch, Florida          | \$2,050,000.00 | \$372,823.83   |
| 4064 Founders Club Drive<br>Sarasota, Florida             | \$1,875,000.00 | \$581,712.41   |
| 4058 Founders Club Drive<br>Sarasota, Florida             | \$195,000.00   | \$186,252.37   |
| 7312 Desert Ridge Glen<br>Lakewood Ranch, Florida         | \$846,000.00   | \$774,740.08   |
| 16804 Vardon Terrace<br>#307 Lakewood Ranch,<br>Florida   | \$198,000.00   | \$187,542.50   |
| 16804 Vardon Terrace<br>#108 Lakewood Ranch,<br>Florida   | \$212,000.00   | \$204,312.38   |
| 16904 Vardon Terrace<br>#106 Lakewood Ranch,<br>Florida   | \$184,000.00   | \$177,104.89   |
| 17006 Vardon Terrace<br>#105 Lakewood Ranch,<br>Florida   | \$198,000.00   | \$187,813.91   |
| 6300 Midnight Pass Rd.,<br>No. 1002, Sarasota,<br>Florida | \$913,000.00   | \$863,654.69   |

# EXHIBIT D

### Caase8199:v:v008860/WM0559FF DDoormenn888224 FFFdd1.20030225 PAgge52 of 53PAggeDD 20600

|  |            | Estimated Value   |                   |  | Actual Value   |
|--|------------|-------------------|-------------------|--|----------------|
| Property                                   | Units      | or Purchase Price | Lien              | Status or Disposition                        | or Sale Price  |
| Defended A : It / 4004 En                  |            |                   |                   |  |                |
| Defendant Anile/4064 Founders Club Drive   | 1          | ¢20.050.00        | ¢0.00 Ff-         | Stade Calde Date on a de Danald              | ¢22.000.00     |
| 2015 Mercedes Benz SLK 350                 | 1          | \$28,050.00       |                   | eited; Sold; Returned; Resold                | \$23,000.00    |
| 2016 Mercedes Benz GLE 400                 | 1          | \$37,000.00       | \$0.00 Forfe      | •  | \$31,027.50    |
| 100 Ounce Silver Bars                      | 100        | \$150,900.00      | •                 | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| One Ounce Gold Coins                       | 200        | \$255,320.00      |                   | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| U.S. Currency                              | N/A        | \$62,750.00       |                   | eited; In USMS/FBI Custody; Remission TBD    | \$62,750.00    |
| Quietsource 48KW Generator                 | 1          | \$28,017.00       | \$0.00 Sold       | •  | \$12,500.00    |
| Pool Table                                 | 1          | TBD               |                   | iver Seeking Return from Anile               | TBD            |
| Piano                                      | 1          | \$1,000.00        | \$0.00 Sold       | •  | \$1,000.00     |
| Jewelry                                    | Misc.      | \$60,749.00       |                   | iver Seeking Return from Anile               | TBD            |
| Bedroom Set                                | 1          | \$1,000.00        | \$0.00 Sold       | by Receiver                                  | \$1,000.00     |
| Grandfather Clock                          | 1          | TBD               | \$0.00 Rece       | iver Seeking Return from Anile               | TBD            |
| Large Bird Cage/Misc. Items                | Misc.      | \$372.75/Misc.    | \$0.00 Sold       | by Receiver                                  | \$372.75/Misc. |
| Misc. Household Items and Furniture        | 59         | \$6,000.00        | \$0.00 Auct       | oned (Gross Sale Price)                      | \$17,875.00    |
| Defendant DaCorta/13318 Lost Key Place/69  | 22 Lacante | ra Circle         |                   |  |                |
| 2017 Maserati Ghibli S Q4                  | 1          | \$60,800.00       | \$43,528.88 Forfe | eited; Abandoned After Further Investigation | \$0.00         |
| 2018 Land Rover Range Rover Velar          | 1          | \$57,825.00       | \$0.00 Forfe      | ited; Sold                                   | \$48,462.00    |
| 2015 Land Rover Range Rover Evoque         | 1          | \$25,100.00       | \$26,129.29 Abar  | doned Due to Lack of Value Given Lien        | \$0.00         |
| 100 Ounce Silver Bars                      | 64         | \$96,576.00       | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| \$1.00 Silver One Ounce Coins              | 1,500      | \$22,635.00       | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| Credit Suisse One Ounce Gold Ingots        | 3          | \$3,829.80        | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| APMEX.com One Ounce Silver Coins           | 5          | \$75.45           | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| Lady Liberty \$50 Gold One Ounce Coins     | 7          | \$8,629.80        | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| Lady Liberty \$50 Gold One Ounce Coins     | 40         | \$48,000.00       | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| Lady Liberty \$1.00 Silver One Ounce Coins | 120        | \$2,400.00        | \$0.00 Forfe      | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| "Bitcoin" One Ounce Gold-Plated Coin       | 1          | \$1.00            |                   | eited; Sold; Listed Price is for all Metals  | \$657,382.25   |
| U.S. Currency                              | N/A        | \$160,000.00      |                   | eited; In USMS/FBI Custody; Remission TBD    | \$160,000.00   |
| Handgun                                    | 1          | \$517.00          |                   | iver Seeking Return from DaCorta             | TBD            |
| Coffee Table                               | 1          | \$200.00          | \$0.00 Sold       | _  | \$200.00       |
| Televisions                                | 2          | \$200.00          |                   | by Receiver                                  | \$200.00       |
| Safe                                       | 1          | \$200.00          |                   | by Receiver                                  | \$200.00       |
| Outdoor Speakers                           | 2          | \$150.00          |                   | by Receiver                                  | \$150.00       |

### Caase8199:v:v008866/WM0CSPFF DDoormeen888224 FFFded1.2/0/3/0/25 Plage52 of 53Plage4DD 20690

| Pool Table Chairs                      | 2      | \$300.00     | \$0.00 Sold by Receiver                                   | \$300.00     |
|--|--------|--------------|---|--------------|
| Sauna                                  | 1      | \$4,200.00   | \$0.00 Sold by Receiver                                   | \$4,200.00   |
| Quietsource 48KW Generator             | 1      | \$24,969.81  | \$0.00 Not Delivered; Unrecoverable                       | \$0.00       |
| Misc. Household Items and Furniture    | 50     | \$2,000.00   | \$0.00 Auctioned (Gross Sale Price)                       | \$1,465.00   |
|  |        |              |   |              |
| Defendant Duran/7312 Desert Ridge Glen |        |              |   |              |
| 2018 Porsche 911 C4 Targa              | 1      | \$113,375.00 | \$90,898.75 Forfeited; Sold                               | \$104,902.50 |
| 2018 Mercedes Benz Convertible SL 450R | 1      | \$65,825.00  | \$83,611.29 Abandoned Due to Lack of Value Given Lien     | \$0.00       |
| 2019 Land Rover Range Rover Sport      | 1      | \$0.00       | \$0.00 Leased; Not Seized Due to Lack of Value            | \$0.00       |
| Swiss Watch                            | 1      | \$10,900.00  | \$0.00 Receiver Seeking Return from Duran                 | TBD          |
| Golf Cart                              | 1      | \$5,500.00   | \$0.00 Sold by Receiver                                   | \$4,750.00   |
| Televisions                            | 2      | \$200.00     | \$0.00 Sold by Receiver                                   | \$200.00     |
| Misc. Household Items and Furniture    | 28     | \$1,000.00   | \$0.00 Auctioned (Gross Sale Price)                       | \$2,160.00   |
|  |        |              |   |              |
| Defendant Montie                       |        |              |   |              |
| 1996 Mercedes Benz 500SL               | 1      | \$2,167.00   | \$0.00 Sold; Escrowed                                     | \$10,500.00  |
| 2016 Toyota 4Runner                    | 1      | \$22,885.00  | \$12,180.85 Disclosed in 8/30/19 Financial Affidavit      | Settlement   |
| 2009 South Bay Pontoon Boat            | 1      | \$11,590.00  | \$0.00 Disclosed in 8/30/19 Financial Affidavit           | Settlement   |
| Furniture Located in PA House          | Misc.  | TBD          | \$0.00 Disclosed in 8/30/19 Financial Affidavit           | Settlement   |
| Furniture Located in NH House          | Misc.  | TBD          | \$0.00 Disclosed in 8/30/19 Financial Affidavit           | Settlement   |
| Furniture Located in NY House          | Misc.  | \$0.00       | \$0.00 Mostly Abandoned Due to Lack of Value              | \$50.00      |
| Standard Oil Company, Inc. Stock       | 60,606 | TBD          | \$0.00 Disclosed in 8/30/19 Financial Affidavit;          | Settlement   |
|  |        |              | Purchased for \$100,000 in 2015                           |              |
| Ounces of Silver                       | 990    | \$17,087.00  | \$0.00 Disclosed in 8/30/19 Financial Affidavit           | Settlement   |
| Firearms                               | 19     | \$8,290.00   | \$0.00 Disclosed in 8/30/19 Financial Affidavit           | Settlement   |
|  |        |              |   |              |
| Defendant Haas                         |        |              |   |              |
| 2012 Mercedes Benz GLK 350 (black)     | 1      | \$2,800.00   | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Updated  | Settlement   |
| 2012 Mercedes Benz GLK 350 (silver)    | 1      | \$10,000.00  | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Updated  | Settlement   |
| 1966 Ford LTD (gold)                   | 1      | \$2,500.00   | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Updated  | Settlement   |
| 1966 Ford LTD (green)                  | 1      | \$500.00     | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Disposed | Settlement   |
| 1959 GMC 100 Truck                     | 1      | \$6,000.00   | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Repairs  | Settlement   |
| 2014 Ford Escape                       | 1      | \$12,000.00  | \$0.00 Disclosed in 6/24/19 Financial Affidavit; L. Haas  | Settlement   |
| 2013 Horton Trailer                    | 1      | \$400.00     | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Updated  | Settlement   |
| Household Furniture                    | Misc.  | TBD          | \$0.00 Disclosed in 6/24/19 Financial Affidavit           | Settlement   |
| Auto Parts                             | Misc.  | \$1,000.00   | \$0.00 Disclosed in 6/24/19 Financial Affidavit; Varies   | Settlement   |

### Caase8199:v:0008860/WM055PFF DDoormeen888224 FFFedd120030235 Plagge53 of \$3PlaggeDD 20698

| Relief Defendant 40aks, LLC (Anile)        |        |              |                                       |              |  |
|--|--------|--------------|---------------------------------------|--------------|--|
| 2015 Ferrari California T                  | 1      | \$174,300.00 | \$0.00 Forfeited; Sold                | \$100,470.00 |  |
|  |        |              |                                       |              |  |
| Relief Defendant Roar of the Lion Fitness, | , LLC  |              |                                       |              |  |
| Nutritional Supplement Capsules            | 11,247 | \$0.00       | \$0.00 Disposed - No Commercial Value | \$0.00       |  |
| Promotional Yoga Mats and Hats             | 357    | \$0.00       | \$0.00 Donated to Charity             | \$0.00       |  |
| Nutritional Protein Powder                 | 1805   | \$0.00       | \$0.00 Disposed - No Commercial Value | \$0.00       |  |
| Nutritional "Pre-Workout" Powder           | 876    | \$0.00       | \$0.00 Disposed - No Commercial Value | \$0.00       |  |
| Nutritional Creatine Powder                | 861    | \$0.00       | \$0.00 Disposed - No Commercial Value | \$0.00       |  |

#### LAW OFFICE

### BURTON W. WIAND

**Burton W. Wiand PA** 114 Turner Street Clearwater, FL 33756

November 03, 2025

**Invoice Number: 105** 

Invoice Period: 07-01-2025 - 09-30-2025

RE: CFTC v. Oasis - Receiver

#### **Time Details**

| Date         | Professional     | Description   | Hours | Amount |
|--------------|------------------|---|-------|--------|
| Asset Analys | sis and Recovery |   |       |        |
| 07-01-2025   |                  | Review correspondence from M. Gura regarding communication with F. Nagel concerning returned check (.1).  | 0.10  | 36.00  |
| 07-02-2025   | BWW              | Review wire transfer confirmation for J. Haas' settlement payment (.1); review correspondence from E. Tate and M. Gura regarding F. Nagel's request to redeposit returned check and instructions from ServisFirst Bank regarding same (.3). | 0.40  | 144.00 |
| 07-03-2025   | BWW              | Review status of M. DaCorta's civil appeal on Pacer (. 3); send correspondence to DOJ regarding same (.1); review confirmation of ACH settlement payment received from C. Wilson (.1).  | 0.50  | 180.00 |
| 07-07-2025   | BWW              | Prepare correspondence to B. McConnell regarding providing New York court filings to DOJ (.1); communicate with D. Chee (.2); telephone call to B. McConnell (.1).  | 0.40  | 144.00 |
| 07-08-2025   | BWW              | Exchange correspondence with J. Perez regarding status of contempt and request for sanctions against IPM (.2); review draft second motion to compel regarding IPM subpoena provided by J. Perez (.4).                                       | 0.60  | 216.00 |
| 07-12-2025   | BWW              | Review correspondence from B. McConnell to D. Chee summarizing New York filings regarding Preziosi (.1).  | 0.10  | 36.00  |
| 07-16-2025   | BWW              | Review status of appeal of CFTC order on Pacer (.3).  | 0.30  | 108.00 |
| 07-21-2025   | BWW              | Review F. Nagel's settlement check and correspondence to ServisFirst Bank for deposit of same (.1).   | 0.10  | 36.00  |

| Date         | 19-cv-00886-VI<br>Professional | MC-SPF Document 885-3 Filed 12/04/25  Description 20694  | Page 3 of Hours | Amount |
|--------------|--------------------------------|--|-----------------|--------|
| Asset Analys | sis and Recovery               |  |                 |        |
| 07-28-2025   | BWW                            | Review motion to vacate conviction of M. DaCorta and exhibits filed by S. Preziosi (1.0).  | 1.00            | 360.00 |
| 07-29-2025   | BWW                            | Review revised motion to vacate conviction of M. DaCorta and endorsed order finding as moot by Judge Jung (.7); review correspondence from E. Tate regarding new civil case opened per order (.1).                           | 0.80            | 288.00 |
| 08-04-2025   | BWW                            | Exchange correspondence with J. Perez regarding approval of draft second motion to compel IPM subpoena (.2).   | 0.20            | 72.00  |
| 08-05-2025   | BWW                            | Telephone conference with B. McConnell and email to J. Waechter regarding continued representation (.2); review and sign designation letter (.1); exchange correspondence with M. Lockwood regarding same (.2).              | 0.50            | 180.00 |
| 08-19-2025   | BWW                            | Review F. Nagel settlement check and correspondence to ServisFirst Bank for deposit of same (.1).  | 0.10            | 36.00  |
| 08-26-2025   | BWW                            | Review second motion to compel against IPM and correspondence from Idaho counsel and J. Perez regarding same (.3).   | 0.30            | 108.00 |
| 08-27-2025   | BWW                            | Review request for documents from N. MacPherson's office and exchange correspondence with J. Perez regarding same (.3).  | 0.30            | 108.00 |
| 09-09-2025   | BWW                            | Review notice of compliance with non-party subpoena and response to second motion to compel filed by Intermountain Precious Metals provided by Idaho counsel (.3); review comments to same by J. Perez and M. Lockwood (.1). | 0.40            | 144.00 |
| 09-16-2025   | BWW                            | Review F. Nagel's settlement check and correspondence to ServisFirst Bank for deposit of same (.1).  | 0.10            | 36.00  |
| 09-18-2025   | BWW                            | Review correspondence from J. Perez regarding draft reply in support of second motion to compel IPM subpoena (.1).   | 0.10            | 36.00  |
| 09-23-2025   | BWW                            | Review reply in support of second motion to compel IPM subpoena and for daily sanctions filed in Idaho court (.4); review correspondence from N. MacPherson regarding status of subpoena (.1).                               | 0.50            | 180.00 |
| 09-26-2025   | BWW                            | Review declaration of N. Young and correspondence from Idaho counsel and J. Perez regarding same (.2).   | 0.20            | 72.00  |
| 09-29-2025   | BWW                            | Work with J. Perez, M. Lockwood and Idaho counsel to obtain misdirected answers to motion to compel non-party subpoena duces tecum filed on behalf of IPM by   | 1.30            | 468.00 |
|              |                                |  | Pane            | 2 of 6 |

|                                    | -00886-VMC-SPF<br>essional Description            | Document 885-3<br>20695   | Filed 12/04/25   | Hours | f 7 PageIC Amount |
|------------------------------------|---|---|--|-------|-------------------|
| Asset Analysis and                 | d Recovery  |   |  |       |                   |
|                                    | regarding<br>review fil<br>subpoenas<br>same (.1) | (.3); telephone confermativities of helpers of helpers of the person of | group and IPM (.2);<br>and responses to<br>L. Guerra regarding |       |                   |
|                                    |   |   |  | 8.30  | 2,988.00          |
| Business Operatio                  |   |   |  | 0.00  | 400.00            |
| 07-01-2025 BWV                     |   | ayment of RAD Tech<br>ik statements (.2).   | nology invoices (.1);  | 0.30  | 108.00            |
| 08-01-2025 BWV                     |   | payment of RAD Tech<br>lk statements (.2).  | nnology invoice (.1);  | 0.30  | 108.00            |
| 08-11-2025 BWV                     | V Review an                                       | d approve invoices (1.0   | ).   | 1.00  | 360.00            |
| 09-02-2025 BWV                     |   | ayment of RAD Tech  |  | 0.40  | 144.00            |
| 09-04-2025 BWV                     | status of same (.1);                              | orrespondence from M.<br>E-Hounds platform ac<br>review notice of cancel<br>y M. Lockwood (.1).   | ccess and billing for  | 0.20  | 72.00             |
| Casa Administratio                 | an.   |   |  | 2.20  | 792.00            |
| Case Administration 07-09-2025 BWV | <del></del>                                       | orrespondence from ange (.1).   | A. Auxter regarding  | 0.10  | 36.00             |
| 07-14-2025 BWV                     |   | notions to withdraw b<br>nd endorsed orders gran  |  | 0.20  | 72.00             |
| 07-29-2025 BWV                     |   | nd edit 25th interim rep<br>ckwood regarding same   |  | 1.20  | 432.00            |
| 07-31-2025 BWV                     |   | correspondence with<br>venty-fifth interim report   |  | 0.10  | 36.00             |
| 08-07-2025 BWV                     | 1); exchan  | quest from C. Reed for l<br>ge correspondence with<br>arding same (.2).   |  | 0.30  | 108.00            |
| 08-11-2025 BWV                     | Lockwood  | e call with C. Reed,<br>regarding Receive<br>ate with M. Lockwood re  | ership status (.3);  | 0.40  | 144.00            |
| 09-12-2025 BWV                     |   | correspondence with M<br>rofessionals (.2).   | . Lockwood regarding   | 0.20  | 72.00             |
| 09-24-2025 BWV                     | V Review co                                       | orrespondence request   | ing removal of court   | 0.20  | 72.00             |

| Case 8:19-cv-00886-V         |  | 4/25                           | Page 5 o | f 7 PageID |
|------------------------------|--|--------------------------------|----------|------------|
| Date Professional            | Description 20696  |                                | Hours    | Amount     |
| Case Administration          |  |                                |          |            |
|                              | document from Receivership website provided Paulson and comment to same by M. Lockwood   |                                |          |            |
| Claims Administration and Ob | iections   | •                              | 2.70     | 972.00     |
| 07-03-2025 BWW               | Call with claimant M.E. regarding future distrib 4).   | utions (.                      | 0.40     | 144.00     |
| 08-01-2025 BWW               | Review correspondence and documents f Winters regarding the death of claimant (.1).  | rom B.                         | 0.10     | 36.00      |
| 08-19-2025 BWW               |  | change<br>garding              | 0.20     | 72.00      |
| 08-20-2025 BWW               | Review correspondence from K. Paulson recorrespondence from claimant J.H. regarding sclaim (.1).   |                                | 0.10     | 36.00      |
| 08-21-2025 BWW               | 11   | J.H. and<br>cchange<br>garding | 0.50     | 180.00     |
| 08-26-2025 BWW               | Attend to inquiry from T.D. (.3).  |                                | 0.30     | 108.00     |
| 08-28-2025 BWW               | Exchange correspondence with K. Paulson re response to B. Winter's request regarding distributions to deceased claimant's beneficiary  | future                         | 0.20     | 72.00      |
| 09-10-2025 BWW               | Review correspondence from K. Paulson reclaimant's correspondence regarding next dis and exchange correspondence with M. Lockwo J. Perez regarding same (.3); review claimant's K. Paulson (.1). | tribution<br>ood and           | 0.40     | 144.00     |
| 09-16-2025 BWW               | Review correspondence from claimant red status of distributions (.1).  | questing                       | 0.10     | 36.00      |
|                              |  | •                              | 2.30     | 828.00     |
|                              |  | Total                          |          | 5,580.00   |
| Time Summary                 |  |                                |          |            |
| Task                         | Professional H   | ours                           | Rate     | Amount     |
| Asset Analysis and Recovery  | Burton Wiand   |                                | 360.00   | 2,988.00   |
| Business Operations          | Burton Wiand   |                                | 360.00   | 792.00     |
| Case Administration          | Burton Wiand   |                                | 360.00   | 972.00     |
| Claims Administration and Ob |  |                                | 360.00   | 828.00     |
|                              |  |                                | I Fees   | 5,580.00   |

### Case 8:19-cv-00886-VMC-SPF Document 885-3 Filed 12/04/25 Page 6 of 7 PageID 20697

| <b>Expenses</b> |         | 20001  |                      |
|-----------------|---------|--|----------------------|
| Date            | Expense | Description  | Amount               |
| <u>None</u>     |         |  |                      |
| 07-01-2025      | None    | RAD Technology   | 50.00                |
| 07-01-2025      | None    | GoDaddy  | 42.98                |
| 07-02-2025      | None    | Amazon Web Services  | 283.11               |
| 07-17-2025      | None    | GoDaddy  | 42.18                |
| 07-18-2025      | None    | GoDaddy  | 42.18                |
| 07-31-2025      | None    | RAD Technology   | 37.50                |
| 08-01-2025      | None    | RAD Technology   | 50.00                |
| 08-01-2025      | None    | GoDaddy  | 42.98                |
| 08-01-2025      | None    | Amazon Web Services  | 287.37               |
| 09-01-2025      | None    | RAD Technology   | 50.00                |
| 09-01-2025      | None    | GoDaddy  | 42.98                |
| 09-01-2025      | None    | Amazon Web Services  | 287.36               |
|                 |         | Total Expenses   | 1,258.64<br>1,258.64 |
|                 |         | Total for this Invoice                                       | 6,838.64             |
|                 |         | Current Account Balance Total Amount to Pay as of 11-17-2025 | 6,838.64<br>6,838.64 |

#### **Matter Statement of Account**

As of 11-17-2025

| Matter                   | Balance Due            |
|--------------------------|------------------------|
| CFTC v. Oasis - Receiver | 6,838.64               |
| Total A                  | Amount to Pay 6,838.64 |

| 0550       |                 |         |         |          |
|------------|-----------------|---------|---------|----------|
| CFTC v. O  | asis - Receiver |         |         |          |
| Transactio | ns              |         |         |          |
| Date       | Transaction     | Applied | Invoice | Amount   |
| 11-03-2025 | Invoice 105     |         |         | 6,838.64 |
|            |                 |         | Balance | 6,838.64 |

# BURTON W. WIAND

**Burton W. Wiand PA** 114 Turner Street Clearwater, FL 33756

November 03, 2025

**Invoice Number: 108** 

Invoice Period: 07-15-2025 - 09-30-2025

RE: CFTC v. Oasis Receiver - Recovery from Investors

#### **Time Details**

| Date Professional           | Description   | H       | ours | Amount |
|-----------------------------|---|---------|------|--------|
| Asset Analysis and Recovery |   |         |      |        |
| 07-15-2025 BWW              | Review satisfaction of judgment against M. Duenas a exchange correspondence with M. Lockwood and Perez regarding same (.2).   |         | 0.20 | 72.00  |
| 07-22-2025 BWW              |   | , ,     | 0.60 | 216.00 |
| 07-25-2025 BWW              | Review documents submitted by R. Garbellano's sis in response to subpoena and exchan correspondence with B. McConnell regarding anticipated closing date for sale of property (.4). | ge      | 0.40 | 144.00 |
| 09-10-2025 BWW              | Review correspondence from attorney for Garbellano and B. McConnell regarding status of so of home, permitting issues delay, and request documentation and closing statement (.2).  | ale     | 0.20 | 72.00  |
|                             |   |         | 1.40 | 504.00 |
|                             | Te  | otal    | 1.40 | 504.00 |
| Time Summary                |   |         |      |        |
| Task                        | Professional Hours  | Ra      | te   | Amount |
| Asset Analysis and Recovery | Burton Wiand 1.40   | 360.0   | 00   | 504.00 |
| , ,                         | т   | otal Fe | es   | 504.00 |
|                             | Total for this  | Invoice | •    | 504.00 |
|                             | Current Account   | Balance | •    | 504.00 |
|                             | Total Amount to Pay as of 11  | 4= 000  |      | 504.00 |

#### **Matter Statement of Account**

As of 11-17-2025

| Matter   | Balance Due               |
|--|---------------------------|
| CFTC v. Oasis Receiver - Recovery from Investors | 504.00                    |
| To   | otal Amount to Pay 504.00 |

| CFTC v. O  | asis Receiver - Recovery from Investors |         |         |        |
|------------|---|---------|---------|--------|
| Transactio | ns                                      |         |         |        |
| Date       | Transaction                             | Applied | Invoice | Amount |
| 11-03-2025 | Invoice 108                             |         |         | 504.00 |
|            |   |         | Balance | 504.00 |

# BURTON W. WIAND

**Burton W. Wiand PA** 114 Turner Street Clearwater, FL 33756

November 03, 2025

**Invoice Number: 107** 

Invoice Period: 08-08-2025 - 09-30-2025

RE: CFTC v. Oasis Receiver - Raymond Montie, III

#### **Time Details**

| Date        | Professional     | Description  | Hours         | Amount |
|-------------|------------------|--|---------------|--------|
| Asset Analy | sis and Recovery |  |               |        |
| 08-08-2025  | BWW              | Review check from R. Montie and correspondence to ServisFirst Bank for deposit of same (.1). | 0.10          | 36.00  |
|             |                  |  | 0.10          | 36.00  |
|             |                  | Tota   | <b>I</b> 0.10 | 36.00  |
| Time Sum    | mary             |  |               |        |
| Task        |                  | Professional Hours   | Rate          | Amount |
| Asset Analy | sis and Recovery | Burton Wiand 0.10  | 360.00        | 36.00  |
|             |                  | Tota   | al Fees       | 36.00  |
|             |                  | Total for this In  | voice         | 36.00  |
|             |                  | Current Account Ba   | lance         | 36.00  |
|             |                  | Total Amount to Pay as of 11-17  | -2025         | 36.00  |

#### **Matter Statement of Account**

As of 11-17-2025

| Matter                                       |                     | Balance Due |
|--|---------------------|-------------|
| CFTC v. Oasis Receiver - Raymond Montie, III |                     | 36.00       |
|  | Total Amount to Pay | 36.00       |

| CFTC v. O  | asis Receiver - Raymond Montie, III |         |         |        |
|------------|-------------------------------------|---------|---------|--------|
| Transactio | ns                                  |         |         |        |
| Date       | Transaction                         | Applied | Invoice | Amount |
| 11-03-2025 | Invoice 107                         |         |         | 36.00  |
|            |                                     |         | Ralance | 36.00  |



5505 W. GRAY STREET I TAMPA, FL 33609 I PHONE: 813.347.5100

#### **EXHIBIT B**

| FIRM MEMBERS              | STANDARD RATES | DISCOUNTED RATE |
|---------------------------|----------------|-----------------|
| Burton Wiand (Sr. Member) | \$500          | \$360           |
| Members                   | \$315-\$475    | \$320           |
| Associates                | \$235-\$290    | \$240           |
| Paralegals                | \$165-\$170    | \$135           |

We carry malpractice (\$5 million) as well as fidelity and general liability coverage.

# BURTON W. WIAND

**Burton W. Wiand PA** 114 Turner Street Clearwater, FL 33756

November 03, 2025

**Invoice Number: 104** 

Invoice Period: 07-01-2025 - 09-30-2025

RE: CFTC v. Oasis - Legal Team

#### **Time Details**

| Date         | Professional     | Description   | Hours | Amount |
|--------------|------------------|---|-------|--------|
| Asset Analys | sis and Recovery |   |       |        |
| 07-01-2025   | MML              | Review additional returned check for F. Nagel (.1).   | 0.10  | 24.00  |
| 07-02-2025   | MML              | Review wire from J. Haas (.1).  | 0.10  | 24.00  |
| 07-03-2025   | MML              | Review wire confirmation from Wilsons (.1).   | 0.10  | 24.00  |
| 07-21-2025   | MML              | Review settlement payment from F. Nagel (.1).   | 0.10  | 24.00  |
| 08-01-2025   | MML              | Communicate with M. Gura regarding Wilsons' final payments (.1); review correspondence regarding same (.1).             | 0.20  | 48.00  |
| 08-12-2025   | MML              | Review documents and remaining assets to liquidate or dispose (1.0); communicate with J. Perez regarding F. Duran (.1). | 1.10  | 264.00 |
| 08-14-2025   | MML              | Review, edit, and supplement second motion for sanctions (1.0); review documents for same (.5).                         | 1.50  | 360.00 |
| 08-19-2025   | MML              | Review receipt of settlement check from F. Nagel (.1).  | 0.10  | 24.00  |
| 08-20-2025   | MML              | Review correspondence from J. Perez and J. Manwaring regarding second motion to compel (.1).                            | 0.10  | 24.00  |
| 08-25-2025   | MML              | Review correspondence regarding filing of second motion to compel in IPM subpoena action (.1).                          | 0.10  | 24.00  |
| 09-09-2025   | MML              | Review IPM's response to second motion to compel (. 2).   | 0.20  | 48.00  |
| 09-16-2025   | MML              | Review settlement check from F. Nagel and correspondence regarding same (.1).   | 0.10  | 24.00  |

| Date                             | Professional     | Description 20709   | Hours | f 9 PageII  Amount |
|----------------------------------|------------------|---|-------|--------------------|
| Asset Analys                     | sis and Recovery |   |       |                    |
| 09-24-2025                       | MML              | Review reply to IPM's opposition to motion for sanctions (.1).  | 0.10  | 24.00              |
| 09-25-2025                       | MML              | Review outstanding settlements for which payments are still owed (.3); review related documents and pleadings to determine if any additional filings are needed (.5); update settlement spreadsheet for same (.1); communicate with M. Gura regarding status of settlements (.2).   |       | 264.00             |
| 09-26-2025                       | MML              | Review declaration of N. Young and notice of compliance (.1); review correspondence from J. Perez regarding same (.1); prepare correspondence to L. Guerra regarding purported delivery to A. Cruz's email (.1).  |       | 72.00              |
| 09-29-2025                       | MML              | Correspond with L. Guerra regarding subpeona response (.2); correspond with Receiver regarding same (.2); communicate with M. Gura regarding IPM pleadings and other court filings (.2); review IPM's filed subpoena response (.1); call with J. Perez regarding same (.2); call with Receiver and J. Perez regarding response and other Receivership matters (.5); review email production from L. Guerra (.1); call with L. Guerra regarding same (.1); review correspondence from J. Manwaring (.1). | 1.70  | 408.00             |
|                                  |                  |   | 7.00  | 1,680.00           |
| <u>Business Op</u><br>07-01-2025 |                  | Update record and provide June bank statement to Receiver, M. Lockwood, M. Gura and PDR (.2).   | 0.20  | 25.00              |
| 07-02-2025                       | ET               | Review notice from ServisFirst Bank of J. Haas' incoming wire transfer, update record regarding same, send confirmation of receipt to J. Haas, and provide information to Receiver, M. Lockwood, M. Gura, and PDR (.3); review request from M. Gura to re-deposit F. Nagel's returned check and forward request to Receiver for approval (.2); exchange correspondence with ServisFirst Bank regarding same and prepare correspondence and check for re-deposit and mailing (.3).                       |       | 100.00             |
| 07-03-2025                       | ET               | Review bank information regarding ACH settlement payment received from C. Wilson, update record regarding same and provide information to Receiver, M. Lockwood and M. Gura (.3).   | 0.30  | 37.50              |
| 07-21-2025                       | ET               | Review settlement check from F. Nagel, prepare check for deposit and prepare correspondence to ServisFirst Bank (.3); update record regarding same and provide information to Receiver, M. Lockwood, M. Gura and PDR (.1).  | 0.40  | 50.00              |

| Date         | Professional    | Description 20710  | Hours | Amount |
|--------------|-----------------|--|-------|--------|
| Business Ope | <u>erations</u> |  |       |        |
| 08-01-2025   | ET              | Update record and provide July bank statement to Receiver, M. Lockwood, M. Gura and PDR (.2).  | 0.30  | 37.50  |
| 08-08-2025   | ET              | Prepare R. Montie settlement check for deposit and mailing, update record regarding same and provide information to Receiver, M. Lockwood, M. Gura and PDR (.3).   | 0.30  | 37.50  |
| 08-11-2025   | MML             | Communicate with Receiver regarding E-Hounds services and platform users (.2).   | 0.20  | 48.00  |
| 08-15-2025   | ET              | Review request from M. Gura regarding status of F. Nagel's returned check, access banking site, and provide requested information (.2).  | 0.20  | 25.00  |
| 08-19-2025   | ET              | Review settlement check from F. Nagel, prepare check for deposit and prepare correspondence to ServisFirst Bank (.3); update record regarding same and provide information to Receiver, M. Lockwood, M. Gura and PDR (.1).   | 0.40  | 50.00  |
| 09-02-2025   | ET              | Update record and provide bank statements to Receiver, M. Lockwood, M. Gura and PDR (.2); review request from PDR regarding source of deposit, review record and respond with requested information (.2).  | 0.40  | 50.00  |
| 09-04-2025   | KAP             | Communicate with M. Lockwood regarding use of E-Hounds platform (.2).  | 0.20  | 27.00  |
| 09-04-2025   | MML             | Review continued use of E-Hounds platform (.2); communicate with K. Paulson regarding same (.2); prepare correspondence to current users regarding same (.1); call with Receiver regarding discontinuing users (.1); prepare correspondence to E-Hounds regarding same (.1). | 0.70  | 168.00 |
| 09-05-2025   | MML             | Review invoice from Older Lundy and correspondence from E. Tate regarding same (.1); prepare correspondence to B. McConnell regarding rate adjustment needed (.1); review correspondence from P. Rengstl regarding platform access (.1).                                     | 0.30  | 72.00  |
| 09-11-2025   | MML             | Prepare follow-up correspondence to E-Hounds regarding platform users (.1); review response from A. Sharp confirming removal (.1).   | 0.20  | 48.00  |
| 09-16-2025   | ET              | Review settlement check from F. Nagel, prepare check for deposit and prepare correspondence to ServisFirst Bank (.3); update record regarding same and provide information to Receiver, M. Lockwood, M. Gura and PDR (.1).   | 0.40  | 50.00  |
|              |                 |  |       |        |

|              | 9-cv-00886-V<br>Professional | MC-SPF Document 885-7 Filed 12/04/25  Description 20711  | Hours | f 9 PageID<br>Amount |
|--------------|------------------------------|--|-------|----------------------|
| Case Adminis |                              |  |       |                      |
| 07-07-2025   |                              | Review correspondence regarding fund accounting report from PDR (.1).  | 0.10  | 24.00                |
| 07-09-2025   | MML                          | Review correspondence from A. Auxter regarding change of representation for CFTC (.1).   | 0.10  | 24.00                |
| 07-14-2025   | MML                          | Review correspondence from M. Gura regarding website updates (.1).   | 0.10  | 24.00                |
| 07-15-2025   | MML                          | Review correspondence from R. During regarding website updates (.1)  | 0.10  | 24.00                |
| 07-16-2025   | MML                          | Draft interim report (2.0); review documents for same (. 5); create additional exhibit for report (.2).  | 2.70  | 648.00               |
| 07-17-2025   | MML                          | Continue drafting interim report (1.5); review fund accounting reports (.2); prepare correspondence to B. McConnell regarding status of Garbellano matter (.1); prepare correspondence to Receiver and J. Perez with draft report (.1).      | 1.90  | 456.00               |
| 07-29-2025   | MML                          | Review comments and edits from Receiver on interim report (.3); review recently filed pleadings for same (.2); review correspondence from J. Perez regarding same (.1); revise interim report (2.0).   | 2.60  | 624.00               |
| 07-30-2025   | MML                          | Communicate with M. Gura regarding exhibit for interim report (.2); review same (.1); further revise interim report (1.0); prepare exhibit (.5); prepare correspondence to Receiver and J. Perez regarding revised report and exhibits (.1). | 1.90  | 456.00               |
| 07-30-2025   | KAP                          | Review draft twenty-fifth interim report from M. Lockwood and make comments on same (.5).  | 0.50  | 67.50                |
| 07-31-2025   | MML                          | Revise and finalize interim report and exhibits for filing (1.0); communicate with Receiver and E. Tate regarding same (.1).   | 1.10  | 264.00               |
| 08-11-2025   | MML                          | Attend status conference with C. Reed, Receiver, and J. Perez (.3); communicate with Receiver regarding same (.1).   | 0.40  | 96.00                |
| 09-24-2025   | MML                          | Review request to remove information from Receivership website (.1); correspond with K. Paulson regarding same (.1); prepare correspondence to Receiver and J. Perez regarding same (.1).  | 0.30  | 72.00                |
| 09-24-2025   | KAP                          | Review email from R.U. demanding removal of private information from website and review included link (.1); prepare email to Receiver regarding same (.1).   | 0.20  | 27.00                |

| Case 8:    | 19-cv-00886-VI             |  | Page 6 o | f 9 PageID |
|------------|----------------------------|--|----------|------------|
| Date       | Professional               | Description 20712  | Hours    | Amount     |
| Case Admin | <u>istration</u>           |  |          |            |
|            |                            |  | 12.00    | 2,806.50   |
|            | <u>inistration and Obj</u> | <u>ections</u>   |          |            |
| 07-08-2025 | KAP                        | Telephone call with L.V. regarding status of Receivership (.1).  | 0.10     | 13.50      |
| 07-11-2025 | KAP                        | Communicate with V.M. regarding status of Receivership (.1).   | 0.10     | 13.50      |
| 07-16-2025 | KAP                        | Communicate with C.G. regarding future distributions (. 1).  | 0.10     | 13.50      |
| 07-30-2025 | KAP                        | Exchange emails with J.M. regarding future distributions (.1).   | 0.10     | 13.50      |
| 07-31-2025 | KAP                        | Exchange emails with N.C. regarding future distributions (.1).   | 0.10     | 13.50      |
| 08-08-2025 | KAP                        | Exchange emails with I.H. regarding future distributions (.1).   | 0.10     | 13.50      |
| 08-19-2025 | KAP                        | Exchange emails with D.S. regarding status of Receivership (.1).   | 0.10     | 13.50      |
| 08-19-2025 | MML                        | Correspond with E. Tate and Receiver regarding J.H. (. 1).   | 0.10     | 24.00      |
| 08-20-2025 | MML                        | Review correspondence from K. Paulson regarding J.H. (.1); communicate with K. Paulson regarding same (.3); review documents for same (.3).  | 0.70     | 168.00     |
| 08-20-2025 | KAP                        | Review email from E. Tate regarding call from J.H. (.1); review claims spreadsheet and prepare email to Receiver and claims team regarding denial of J.H.'s claim (.1); telephone calls with M. Lockwood regarding preparing letter to J.H. regarding same (.2); telephone call with Receiver regarding same (.1); prepare email to claims team regarding more information for same (.1); review claims spreadsheet and claims documentation and prepare correspondence to J.H. regarding same (.5). | 1.10     | 148.50     |
| 08-21-2025 | KAP                        | Review final draft of correspondence to J.H. and communicate with M. Lockwood regarding same (.1); communicate with E. Tate regarding J.H.'s mailing and email addresses (.1); review email from B. Winters regarding death of claimant and prepare email to Receiver and M. Lockwood regarding supporting documentation needed to change name on claim (.1).  | 0.30     | 40.50      |
| 08-21-2025 | MML                        | Call with Receiver regarding letter to J.H. (.2); revise and finalize draft letter to J.H. per same (.2); communicate with K. Paulson and E. Tate regarding same (.2); review correspondence and documents from  | 0.80     | 192.00     |

| Date         | Professional      | Description 20713  | Hours | Amount |
|--------------|-------------------|--|-------|--------|
| Claims Admin | istration and Obj | ections  |       |        |
|              |                   | B. Winters regarding G.D. (.1); review response from K. Paulson regarding same (.1).   |       |        |
| 08-26-2025   | MML               | Review correspondence from K. Paulson and Receiver regarding T.D. (.1).  | 0.10  | 24.00  |
| 08-26-2025   | KAP               | Communicate with M. & T.D. regarding amount of total losses in accounts (.2); communicate with Receiver regarding same (.1).   | 0.30  | 40.50  |
| )8-28-2025   | KAP               | Prepare email to B. Winters regarding documentation needed regarding IRA of deceased claimant and update claims spreadsheet regarding same (.1).   | 0.10  | 13.50  |
| 08-28-2025   | MML               | Review correspondence from K. Paulson to B. Winters regarding G.D. (.1).   | 0.10  | 24.00  |
| 09-02-2025   | KAP               | Exchange emails with J.C. regarding status of distributions (.1).  | 0.10  | 13.50  |
| 09-09-2025   | KAP               | Exchange emails with J.C. regarding new address and update claims spreadsheet per same (.1); exchange emails with C.G. regarding status of Receivership (.1).  | 0.20  | 27.00  |
| 09-10-2025   | KAP               | Exchange multiple emails with C.G. regarding status of motion for third distribution and communication with Helpers' Group (.2); update address on C.G.'s claim per her request (.1); communicate with Receiver and team regarding Helpers' Group activity (.1). | 0.40  | 54.00  |
| 09-10-2025   | MML               | Review inquiry from claimant regarding mailing of third distribution (.1); communicate with Receiver and claims team regarding same (.1).  | 0.20  | 48.00  |
| 09-11-2025   | MML               | Review correspondence provided by claimant from Helper's Group (.2).   | 0.20  | 48.00  |
| 09-11-2025   | KAP               | Exchange follow-up emails with C.G. regarding distributions (.1); update C.G.'s claim on spreadsheet to remove copied attorney (.1).   | 0.20  | 27.00  |
| 09-12-2025   | KAP               | Exchange emails with C.G. regarding confirming correct address in Receivership records (.1).   | 0.10  | 13.50  |
| 09-17-2025   | KAP               | Review voice mail message from T.B. regarding status of distributions and call and leave voice mail message for same (.1).   | 0.10  | 13.50  |
| 09-29-2025   | KAP               | Exchange emails with claimant regarding future distributions (.1).   | 0.10  | 13.50  |
|              |                   |  |       |        |

Page 6 of 8

| Case     | 8:19-cv-00886-V      | MC-SPF     | Document 885-7      | Filed 12/04/25           | Page 8 o        | f 9 PageID |
|----------|----------------------|------------|---------------------|--------------------------|-----------------|------------|
| Date     | <b>Professional</b>  | Descriptio | on 20714            |                          | Hours           | Amount     |
|          |                      |            |                     | Tot                      | <b>al</b> 30.20 | 6,339.50   |
| Time S   | ummary               |            |                     |                          |                 |            |
| Task     |                      |            | <b>Professional</b> | Hours                    | Rate            | Amount     |
| Asset An | alysis and Recovery  |            | Maya Lockwood       | 7.00                     | 240.00          | 1,680.00   |
| Business | Operations           |            | Edwina Tate         | 3.70                     | 125.00          | 462.50     |
|          |                      |            | Kimberly Paulson    | 0.20                     | 135.00          | 27.00      |
|          |                      |            | Maya Lockwood       | 1.40                     | 240.00          | 336.00     |
| Case Adı | ministration         |            | Kimberly Paulson    | 0.70                     | 135.00          | 94.50      |
|          |                      |            | Maya Lockwood       | 11.30                    | 240.00          | 2,712.00   |
| Claims A | dministration and Ob | jections   | Kimberly Paulson    | 3.70                     | 135.00          | 499.50     |
|          |                      |            | Maya Lockwood       | 2.20                     | 240.00          | 528.00     |
|          |                      |            |                     | То                       | tal Fees        | 6,339.50   |
|          |                      |            |                     |                          |                 |            |
|          |                      |            |                     | Total for this I         | nvoice          | 6,339.50   |
|          |                      |            |                     | <b>Current Account B</b> | alance          | 6,339.50   |

**Total Amount to Pay as of 11-17-2025** 6,339.50

#### **Matter Statement of Account**

As of 11-17-2025

| Matter                     | Balance Due |
|----------------------------|-------------|
| CFTC v. Oasis - Legal Team | 6,339.50    |
| Total Amount to Pay        | 6,339.50    |

| CFTC v. O  | CFTC v. Oasis - Legal Team |         |         |          |  |  |  |  |  |
|------------|----------------------------|---------|---------|----------|--|--|--|--|--|
| Transactio | ns                         |         |         |          |  |  |  |  |  |
| Date       | Transaction                | Applied | Invoice | Amount   |  |  |  |  |  |
| 11-03-2025 | Invoice 104                |         |         | 6,339.50 |  |  |  |  |  |
|            |                            |         | Balance | 6,339.50 |  |  |  |  |  |



#### **INVOICE**

Invoice # 10631 Date: 10/20/2025

### □ohnson, Ne □ Ion □ DeCort, □.A.

3242 Henderson Boulevard, Suite 210 Tampa, FL 33609

Burton Webb Wiand 114 Turner Street Clearwater, Florida 33756

#### Wiand-0000 □-Oasis Receivership

### Oasis Receivership

| Туре    | Date       | Description  | Attorney | Quantity | Rate     | Total    |
|---------|------------|--|----------|----------|----------|----------|
| Service | 07/01/2025 | Communicate with F.N. regarding his clawback payment (.2); review the monthly account statement (.1).  | MG       | 0.30     | \$135.00 | \$40.50  |
| Service | 07/02/2025 | Review the J.H. clawback payment (.2).   | MG       | 0.20     | \$135.00 | \$27.00  |
| Service | 07/03/2025 | Review the C.W. and G.W. clawback payment (.1); communicate with E. Tate and M. Lockwood regarding the status of their payment schedule (.1).  | MG       | 0.20     | \$135.00 | \$27.00  |
| Service | 07/15/2025 | Communicate with a claimant regarding the status of the Receivership (.1); communicate with E. Tate regarding F.N. clawback payment (.1); communicate with R. During regarding website contact information (.1). | MG       | 0.30     | \$135.00 | \$40.50  |
| Service | 07/21/2025 | Review the F.N. clawback payment (.1).   | MG       | 0.10     | \$135.00 | \$13.50  |
| Service | 07/30/2025 | Review status of claims process (.2); review exhibit A information to the interim report (.8).   | MG       | 1.00     | \$135.00 | \$135.00 |
| Service | 07/31/2025 | Update the Receiver's website with recent docket entries (.6).   | MG       | 0.60     | \$135.00 | \$81.00  |
| Service | 08/01/2025 | Review the C.W. and G.W. clawback settlement payment (.2); review status of the R.M. payment schedule (.1).  | MG       | 0.30     | \$135.00 | \$40.50  |

Invoice # 10631 - 10/20/2025

| Service | 08/13/2025 | Review the R.M. clawback payment and remaining balance (.3); review status of the C.W. and G.W. clawback payments (.1).  | MG | 0.40 | \$135.00 | \$54.00 |
|---------|------------|--|----|------|----------|---------|
| Service | 08/20/2025 | Review the F.N. clawback payment (.1); communicate with a claimant regarding the status of the claims process (.1); update the Receiver's website with recent court filing (.4). | MG | 0.60 | \$135.00 | \$81.00 |
| Service | 08/21/2025 | Communicate with a claimant regarding the status of the claims process (.2); review communication from a claimant (.1).  | MG | 0.30 | \$135.00 | \$40.50 |
| Service | 08/25/2025 | Review status of claims process (.4).  | MG | 0.40 | \$135.00 | \$54.00 |
| Service | 08/29/2025 | Review claimant communications (.1).   | MG | 0.10 | \$135.00 | \$13.50 |
| Service | 09/10/2025 | Review claimant emails related to the helpers group (.2).  | MG | 0.20 | \$135.00 | \$27.00 |
| Service | 09/18/2025 | Review the F.N clawback payment (.1).  | MG | 0.10 | \$135.00 | \$13.50 |
| Service | 09/22/2025 | Update the Receiver's website (.2).  | MG | 0.20 | \$135.00 | \$27.00 |
| Service | 09/25/2025 | Review the details of clawback claimants payment schedules (.4).   | MG | 0.40 | \$135.00 | \$54.00 |
| Service | 09/29/2025 | Review documents related to Intermountain Precious Metals LLC (.3).  | MG | 0.30 | \$135.00 | \$40.50 |
|         |            |  |    |      |          |         |

| Time Keeper | Quantity | Rate     | Total    |
|-------------|----------|----------|----------|
| Mary Gura   | 6.0      | \$135.00 | \$810.00 |
|             |          | Subtotal | \$810.00 |
|             |          | Total    | \$810.00 |

#### **Detailed Statement of Account**

#### **Current Invoice**

| Invoice Number | Due On     | Amount Due | □ayments Received | Balance Due |
|----------------|------------|------------|-------------------|-------------|
| 10631          | 10/20/2025 | \$810.00   | \$0.00            | \$810.00    |

Outstanding Balance \$810.00

Total Amount Outstanding \$810.00

Please make all amounts payable to: Johnson, Newlon & DeCort, P.A.

Payment is due upon receipt.

Invoice # 10631 - 10/20/2025

### □ohnson, Ne □ Ion □ DeCort, □.A.

**INVOICE** 

Invoice # 10631

Date: 10/20/2025

3242 Henderson Boulevard, Suite 210 Tampa, FL 33609



### □ay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera s vie □.

Or, **clic** here if you're viewing on a computer or smartphone.

# BURTON W. WIAND

**Burton W. Wiand PA** 114 Turner Street Clearwater, FL 33756

November 03, 2025

**Invoice Number: 106** 

Invoice Period: 08-08-2025 - 09-30-2025

RE: CFTC v. Oasis Legal Team - Raymond Montie, III

#### **Time Details**

| Date         | Professional     | Description                                |            | Hours           | Amount |
|--------------|------------------|--|------------|-----------------|--------|
| Asset Analys | sis and Recovery |  |            |                 |        |
| 08-08-2025   | MML              | Review settlement payment from R. Montie ( | .1).       | 0.10            | 24.00  |
|              |                  |  |            | 0.10            | 24.00  |
|              |                  |  | То         | <b>tal</b> 0.10 | 24.00  |
| Time Sum     | mary             |  |            |                 |        |
| Task         |                  | Professional                               | Hours      | Rate            | Amount |
| Asset Analys | sis and Recovery | Maya Lockwood                              | 0.10       | 240.00          | 24.00  |
|              |                  |  | To         | otal Fees       | 24.00  |
|              |                  |  |            |                 |        |
|              |                  | Tota                                       | I for this | Invoice         | 24.00  |
|              |                  | Current A                                  | Account E  | Balance         | 24.00  |
|              |                  | Total Amount to Pay                        | as of 11-  | 17-2025         | 24.00  |

### **Matter Statement of Account**

As of 11-17-2025

| Matter   |                     | Balance Due |
|--|---------------------|-------------|
| CFTC v. Oasis Legal Team - Raymond Montie, III |                     | 24.00       |
|  | Total Amount to Pay | 24.00       |

| CFTC v. O    | asis Legal Team - Raymond Montie, III |         |         |        |  |  |
|--------------|---------------------------------------|---------|---------|--------|--|--|
| Transactions |                                       |         |         |        |  |  |
| Date         | Transaction                           | Applied | Invoice | Amount |  |  |
| 11-03-2025   | Invoice 106                           |         |         | 24.00  |  |  |
|              |                                       |         | Ralance | 24 00  |  |  |



### **INVOICE**

Invoice # 45 Date: 11/17/2025 Due On: 12/17/2025

## □a□ Office of □ared □. □ere□

301 Druid Rd W Clearwater, Florida 33756

Mr Burton W. Wiand 114 Turner Street Clearwater, FL 33756

#### 00003-Wiand

## Oasis Receivership

| Туре    | Date   | Notes   | Quantity | Rate     | Total      |
|---------|--|---|----------|----------|------------|
| Service | 07/07/2025   | AAR: Begin draft of second motion to compel IPM's compliance with subpoena (1.0).   | 1.00     | \$320.00 | \$320.00   |
| Service | 07/08/2025   | AAR: Continue draft of second motion to compel IPM's compliance with subpoena and circulate to Receiver for comments (4.8).   | 4.80     | \$320.00 | \$1,536.00 |
| Service | 07/30/2025   | CASE MGMT: Review interim report (1.0).   | 1.00     | \$320.00 | \$320.00   |
| Service | 08/20/2025   | AAR: Revise draft of second motion to compel IPM's compliance with subpoena and circulate to Receiver for comments (1.0).   | 1.00     | \$320.00 | \$320.00   |
| Service | 08/21/2025   | AAR: Finalize draft of second motion to compel IPM's compliance with subpoena and send to local counsel to file (1.6).  | 1.60     | \$320.00 | \$512.00   |
| Service | 09/08/2025   | AAR: Review documents filed by N. Young in response to second motion to compel IPM's compliance with subpoena, communicate with team, and consider next steps (.9). | 0.90     | \$320.00 | \$288.00   |
| Service | 09/18/2025   | AAR: Draft reply to documents filed by N. Young in response to second motion to compel IPM's compliance with subpoena (3.5).  | 3.50     | \$320.00 | \$1,120.00 |
| Service | Service 09/22/2025 AAR: Finalize reply in support of second motion to compel IPM's compliance with subpoena and send to local counsel to file (1.1). |   |          | \$320.00 | \$352.00   |
| Service | 09/26/2025   | AAR: Communicate with team regarding limited production from IPM and consider next steps (.3).  | 0.30     | \$320.00 | \$96.00    |

|  | Invoice # 45 - | 11/17/2025 |
|--|----------------|------------|
|--|----------------|------------|

| Service 09/29/2025 |            | AAR: Additional communications with team regarding limited production from IPM and consider next steps (.2). |      | \$320.00 | \$64.00                      |
|--------------------|------------|--|------|----------|------------------------------|
| Service            | 09/30/2025 | AAR: Draft email to N. Young regarding problems with IPM's production and attention to related issues (.7).  | 0.70 | \$320.00 | \$224.00                     |
|                    |            |  |      | Total    | \$ <u>_</u> ,1 <u>_2</u> .00 |

### **Detailed Statement of Account**

#### **Current Invoice**

| Invoice Number | Due On     | Amount Due | □ayments Received        | Balance Due |
|----------------|------------|------------|--------------------------|-------------|
| 45             | 12/17/2025 | \$5,152.00 | \$0.00                   | \$5,152.00  |
|                |            |            | Outstanding Balance      | \$□,1□2.00  |
|                |            |            | Total Amount Outstanding | \$□,1□2.00  |



### **INVOICE**

Invoice # 2532 Date: 08/04/2025 Due On: 08/19/2025

## **Englander Fischer**

721 1st Ave N St. Petersburg, FL 33701 United States

Wiand Guerra King Wiand Guerra King PA 5505 W. Gray Street Tampa 33609

#### 2020-00727

### Burton W. Wiand v. Chris Arduini, et al.

#### **Services**

| Date       | Attorney | Notes  | Quantity | Rate     | Discount | Total    |
|------------|----------|--|----------|----------|----------|----------|
| 07/07/2025 | IMR      | Review email correspondence from process server regarding status of subpoenas to Mr. Garbellano and Ms. Pomarico. T/C with attorney BSM re next steps. E/M correspondence to process server re same. | 0.30     | \$185.00 | 50.0%    | \$27.75  |
| 07/07/2025 | BSM      | Correspondence with client.  | 0.20     | \$335.00 | -        | \$67.00  |
| 07/08/2025 | IMR      | Review and update Subpoena to Tina Pomarico and Subpoena to Rocco Garbellano.  | 0.20     | \$185.00 | -        | \$37.00  |
| 07/15/2025 | IMR      | Email correspondence to process server regarding status of subpoenas to Tina Pomarico and Rocco Garbellano.  | 0.20     | \$185.00 | 100.0%   | \$0.00   |
| 07/21/2025 | BSM      | Review correspondence from Garbellano's counsel and documents provided in response to subpoena (0.30); correspondence with client (0.10).  | 0.40     | \$335.00 | -        | \$134.00 |
| 07/22/2025 | BSM      | Correspondence with client and Garbellano's counsel and note file re: same (0.40); research re: sale   | 1.10     | \$335.00 | -        | \$368.50 |

Invoice # 2532 - 08/04/2025

|            |     | information provided (0.70).   |           |             |         |           |
|------------|-----|--|-----------|-------------|---------|-----------|
| 07/25/2025 | BSM | Correspondence with counsel for Pomarico re: document production and review same (0.30); correspondence with client (0.10).          | 0.40      | \$335.00    | -       | \$134.00  |
| 07/28/2025 | IMR | Reviewed EM correspondence from process server regarding (2) served subpoenas for Tina Pomarico and Rocco Garbellano. Note the file. | 0.20      | \$185.00    | 100.0%  | \$0.00    |
|            |     |  | □ine Item | Discount Su | ıbtotal | -\$101.7□ |

Services Subtotal

**\$768.2**□

#### **E** penses

| Date       | Notes   | Rate                      | Total    |
|------------|---|---------------------------|----------|
| 07/01/2025 | Brent Winters Subpoena Deposition, Inv. # 14961 | \$136.05                  | \$136.05 |
|            |   | E <b>□penses</b> Subtotal | \$136.0□ |

| Time Keeper          | Quantity | Rate     | Discount  | Total    |
|----------------------|----------|----------|-----------|----------|
| Beatriz McConnell    | 2.1      | \$335.00 | -         | \$703.50 |
| Iris Munguia-Revollo | 0.9      | \$185.00 | -\$101.75 | \$64.75  |
|                      |          |          | Subtotal  | \$□04.30 |
|                      |          |          | Total     | \$□04.30 |

#### **Statement of Account**

|   | Outstanding Balance |   | New Charges |       | Payments Received |     | <b>Total Amount Outstanding</b> |
|---|---------------------|---|-------------|-------|-------------------|-----|---------------------------------|
| ( | \$3,242.28          | + | \$904.30    | ) - ( | \$0.00            | ) = | \$4,146.⊑8                      |

Approved by: BSM

Please make checks payable to: Englander Fischer

Payment terms are Net 15. Bills remaining unpaid for more than thirty (30) days will bear a 1.5% monthly service charge. Payments made via wire will be charged a \$30 fee.

Please contact Tara Reese at treese@eflegal.com for ACH/Wire information or to make a payment by phone.

To remit a payment online, go to https://eflegal.com/make-a-payment/

Invoice # 2532 - 08/04/2025

## **Englander Fischer**

**INVOICE** 

721 1st Ave N St. Petersburg, FL 33701 United States Invoice # 2532 Date: 08/04/2025 Due On: 08/19/2025



### □ay your invoice online

To pay your invoice, open the camera on your mobile device and place the QR code in the camera s vie □.

Or, **clic** here if you're viewing on a computer or smartphone.



#### INVOICE

Invoice # 3142 Date: 10/01/2025 Due On: 10/16/2025

## **Englander Fischer**

721 1st Ave N St. Petersburg, FL 33701 United States

Wiand Guerra King Wiand Guerra King PA 5505 W. Gray Street Tampa, FL 33609 US

#### 2020-00727

### Burton W. Wiand v. Chris Arduini, et al.

| Date       | Notes                                      | Rate     | Total    |
|------------|--|----------|----------|
| 09/19/2025 | Provest - Service of Process, Inv. 7643208 | \$360.00 | \$360.00 |

| Total    | Rate     | Quantity | Time Keeper |
|----------|----------|----------|-------------|
| \$360.00 | Subtotal |          |             |
| \$360.00 | Total    |          |             |

#### **Statement of Account**

|   | Outstanding Balance |   | New Charges |       | Payments Received |       | <b>Total Amount Outstanding</b> |
|---|---------------------|---|-------------|-------|-------------------|-------|---------------------------------|
| ( | \$924.37            | + | \$360.00    | ) - ( | \$0.00            | ) = [ | \$1,284.37                      |

Please make checks payable to: Englander Fischer

Payment terms are Net 15. Bills remaining unpaid for more than thirty (30) days will bear a 1.5% monthly service charge. Payments made via wire will be charged a \$30 fee.

Please contact Tara Reese at treese@eflegal.com for ACH/Wire information or to make a payment by phone.

To remit a payment online, go to https://eflegal.com/make-a-payment/

### Older Lundy Koch & Martino, Attorneys at Law

1000 West Cass Street Tampa, FL 33606

Statement as of 08/31/2025 Statement No. 69474

OASIS INTERNATIONAL GROUP Burton W. Wiand Burton W. Wiand, P.A., 114 Turner St., Clearwater, FL 33756 25-CIV-WIAND,BURTON: Oasis Receivership Matters

| Professiona | l Fees |   | Hours    | Rate     | Amount |
|-------------|--------|---|----------|----------|--------|
| 08/13/2025  | BSM    | Correspondence with counsel   | 0.10     | 335.00   | 33.50  |
| 08/14/2025  | BSM    | Correspondence with counsel re: Garbellano closing (0.20); correspondence with client (0.10). | 0.30     | 335.00   | 100.50 |
| 08/21/2025  | BSM    | Correspondence with local counsel   | 0.10     | 335.00   | 33.50  |
| 08/28/2025  | BSM    | Correspondence with attorney Stafford re: Garbellano closing.                                 | 0.10     | 335.00   | 33.50  |
|             |        |   | Sub-tota | al Fees: | 201.00 |

| Rate Summary         |                           |        |  |  |  |
|----------------------|---------------------------|--------|--|--|--|
| Beatriz S. McConnell | 0.60 hours at \$335.00/hr | 201.00 |  |  |  |
| Total hours:         | 0.60                      |        |  |  |  |

Total Current Billing: 201.00

Total Payments: 0.00

Additional Retainer Due: 0.00

Total Now Due: 201.00

Balance Remaining in Trust: 0.00

### Older Lundy Koch & Martino, Attorneys at Law

1000 West Cass Street Tampa, FL 33606

Statement as of 09/30/2025 Statement No. 70995

OASIS INTERNATIONAL GROUP Burton W. Wiand Burton W. Wiand, P.A. 114 Turner St. Clearwater, FL 33756

25-CIV-WIAND, BURTON: Oasis Receivership Matters

| Professional | l Fees |   | Hours    | Rate     | Amount |
|--------------|--------|---|----------|----------|--------|
| 09/02/2025   | BSM    | Correspondence with counsel re: Garbellano closing status                   | 0.10     | 335.00   | 33.50  |
| 09/04/2025   | BSM    | Correspondence with counsel   | 0.10     | 335.00   | 33.50  |
| 09/10/2025   | BSM    | Correspondence with counsel for Garbellano, counsel for Pomarico and client | 0.30     | 335.00   | 100.50 |
| 09/12/2025   | BSM    | Correspondence wtih attorney Stafford re: status of closing.                | 0.20     | 335.00   | 67.00  |
|              |        |   | Sub-tota | al Fees: | 234.50 |

#### **Rate Summary**

| Beatriz S. McConnell | 0.70 hours at \$335.00/hr | 234.50 |
|----------------------|---------------------------|--------|
| Total hours:         | 0.70                      |        |

| <b>Balance Remaining in Trust:</b> | 0.00   |
|------------------------------------|--------|
| Total Now Due:                     | 435.50 |
| Additional Retainer Due:           | 0.00   |
| Total Payments:                    | 0.00   |
| Previous Balance:                  | 201.00 |
| Total Current Billing:             | 234.50 |

Case 8:19-cy-00886-VMC-SPF 251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844

Document 885-13 20736



August 31, 2025

Burton W. Wiand, Receiver c/o Edwina Tate Burton W. Wiand PA 114 Turner St. Clearwater, FL 33756 Invoice No.

217107

Client No.

10247

Matter No.

1

Billing Attorney:

JWM

#### **INVOICE SUMMARY**

For Professional Services Rendered from August 20, 2025 through August 31, 2025.

**RE: Intermountain Precious Metals LLC** 

Total Professional Services
Total Costs Advanced

\$ .50

\$ 665.00

**TOTAL THIS INVOICE** 

\$ 665.50

August 31, 2025

Invoice No.

217107

Client No.

10247

Matter No.

1 **JWM** 

Billing Attorney:

#### **PROFESSIONAL SERVICES**

| Date    | Atty | Description   | Hours | Amount |
|---------|------|---|-------|--------|
| 8/20/25 | JWM  | Receive and review draft of second motion to compel, revise, and send back to J. Perez.   | .50   | 175.00 |
| 8/21/25 | JWM  | Receive and review revised second motion to compel from co-counsel and revise same for filings. Draft and prepare for filing notice of substitution of counsel. | .80   | 280.00 |
| 8/22/25 | LLS  | Revise second motion to compel.   | .40   | 140.00 |
| 8/25/25 | JWM  | Email exchange with J. Perez providing conformed copy of second motion to compel filed.   | .20   | 70.00  |

#### **TOTAL PROFESSIONAL SERVICES**

\$665.00

#### **SUMMARY OF PROFESSIONAL SERVICES**

| Name              | Staff Level | Rate   | Billed | Billed    | Non-Chargeable | Non-Chargeable |
|-------------------|-------------|--------|--------|-----------|----------------|----------------|
|                   |             |        | Hours  | Amount    | Hours          | Amount         |
| Manwaring, Jed W. | Of Counsel  | 350.00 | 1.50   | 525.00    | .00            | .00            |
| Smolar, Lanice L. | Of Counsel  | 350.00 | .40    | 140.00    | .00            | .00            |
| Total             |             |        | 1.90   | \$ 665.00 | .00            | \$.00          |

#### **COSTS ADVANCED**

| Description                | Amount |
|----------------------------|--------|
| Pacer searches 4/1-6/30/25 | .50    |

**TOTAL COSTS ADVANCED** 

\$.50

**TOTAL THIS INVOICE** 

\$ 665.50

Case 8:19-cv-00886-VMC-SPF 251 E. Front Street, Suite 300

Boise, Idaho 83702 Tax ID No. 82-0451327 Telephone 208-343-5454 Fax 208-384-5844 Document 885-13 20738



August 31, 2025

Burton W. Wiand, Receiver

c/o Edwina Tate Burton W. Wiand PA

114 Turner St.

Clearwater, FL 33756

Invoice No.

217107

Client No.

10247

Matter No.

1

Billing Attorney:

JWM

#### **REMITTANCE**

**RE: Intermountain Precious Metals LLC** 

#### **BALANCE DUE THIS INVOICE**

\$ 665.50

#### **ONLINE PAYMENTS**

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.

NOTE: A convenience surcharge will be applied to all of these transactions.

To pay online, please click here: Pay Now or go to: www.elamburke.com/payments

#### **ACH PAYMENTS IN USD**

Account Holder:

Elam & Burke, PA

Bank Name:

U.S. Bank

**Branch Name:** 

Meridian CenterPoint Office

**Account Number:** 

82982196

**ABA Routing Number:** 

021052053

#### **CHECK PAYMENTS**

All checks should be made payable to:

Elam & Burke, PA

ATTN: Accounts Receivable 251 E. Front Street, Suite 300

Boise, ID 83702

(Please return this advice with payment.)

Please reference: Invoice 217107, File # 10247 - 1 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT Thank you! Your business is greatly appreciated.

Case 8:19-cv-00886-VMC-SPF 251 E. Front Street, Suite 300 Boise, Idaho 83702 Tax ID No. 82-0451327

Telephone 208-343-5454 Fax 208-384-5844

Document 885-13 20739



September 30, 2025

Burton W. Wiand, Receiver c/o Edwina Tate Burton W. Wiand PA 114 Turner St.

Clearwater, FL 33756

Invoice No.

217707

Client No.

10247

Matter No.

1

**Billing Attorney:** 

JWM

#### **INVOICE SUMMARY**

For Professional Services Rendered from September 8, 2025 through September 30, 2025.

#### **RE: Intermountain Precious Metals LLC**

| Total Professional Services | \$ 805.00   |
|-----------------------------|-------------|
| Total Costs Advanced        | \$ 3.54     |
| TOTAL THIS INVOICE          | \$ 808.54   |
| Previous Balance            | \$ 665.50   |
| TOTAL BALANCE DUE           | \$ 1,474.04 |

## **ELAM & BURKE**

September 30, 2025

Invoice No.

217707

Client No.

10247

Matter No.

. . . .

Billing Attorney:

JWM

1

#### **PROFESSIONAL SERVICES**

| Date    | Atty | Description  | Hours | Amount |
|---------|------|--|-------|--------|
| 9/08/25 | MWL  | Receive and review IPM's response to second motion to compel and forward by email to J. Perez.   | .40   | 140.00 |
| 9/17/25 | JWM  | Email exchange with co-counsel J. Perez re page limit for reply per review of local rule.  | .20   | 70.00  |
| 9/18/25 | MWL  | Review local court rule on motion briefing. Email exchange with J. Perez re page limit to 10.  | .20   | 70.00  |
| 9/22/25 | JWM  | Revise and finalize reply memo in support of second motion to compel.  | .50   | 175.00 |
| 9/23/25 | JWM  | Email to J. Perez providing conformed copy of reply memo.  | .10   | 35.00  |
| 9/26/25 | JWM  | Receive and review pleading filed by defendant and forward to J. Perez.  | .30   | 105.00 |
| 9/29/25 | JWM  | Receive directions from J. Perez and email to N. Young requesting information and documents supposedly served on A. Cruz. Receive and review documents from N. Young and forward to J. Perez. Email exchange with J. Perez x3 forwarding more documents from N. Young. | .60   | 210.00 |

#### **TOTAL PROFESSIONAL SERVICES**

\$ 805.00

#### **SUMMARY OF PROFESSIONAL SERVICES**

| Name              | Staff Level | Rate   | Billed | Billed    | Non-Chargeable | Non-Chargeable |
|-------------------|-------------|--------|--------|-----------|----------------|----------------|
|                   |             |        | Hours  | Amount    | Hours          | Amount         |
| Manwaring, Jed W. | Of Counsel  | 350.00 | 2.30   | 805.00    | .00            | .00            |
| Total             |             |        | 2.30   | \$ 805.00 | .00            | \$.00          |

#### **COSTS ADVANCED**

| Description | Amount |
|-------------|--------|
| Postage     | 3.54   |

**TOTAL COSTS ADVANCED** 

**ELAM & BURKE** 

September 30, 2025

Invoice No. 217707

Client No. 10247

Matter No. 1
Billing Attorney: JWM

\$ 3.54

TOTAL THIS INVOICE \$808.54

## **ELAM & BURKE**

**September 30, 2025** 

Invoice No.

217707

Client No.

10247

Matter No.

1

Billing Attorney: JWM

#### **OUTSTANDING INVOICES**

| Invoice Number | Date             | Invoice | Payments | Ending             |
|----------------|------------------|---------|----------|--------------------|
|                |                  | Total   | Received | Balance            |
| 217107         | 8/31/25          | 665.50  | .00      | 665.50             |
|                | Previous Balance | :       |          | \$ 665.50          |
|                | Balance Due This | Invoice |          | \$ 808.54          |
|                | TOTAL BALANCE    | DUE     |          | <u>\$ 1,474.04</u> |

### **AGED ACCOUNTS RECEIVABLE**

| Current - 30 | 31 - 60   | 61 - 90 | 91 - 120 | Over 120 | Total     |
|--------------|-----------|---------|----------|----------|-----------|
| \$ .00       | \$ 665.50 | \$ .00  | \$ .00   | \$ .00   | \$ 665.50 |

Case 8:19-cv-00886-VMC-SPF 251 E. Front Street, Suite 300 Boise, Idaho 83702 Tax ID No. 82-0451327 Telephone 208-343-5454 Document 885-13 20743 Filed 12/04/25 Page 9 of 9 PageID

ELAM & BURKE

ATTORNEYS AT LAW

September 30, 2025

Burton W. Wiand, Receiver

c/o Edwina Tate Burton W. Wiand PA 114 Turner St.

Fax 208-384-5844

Clearwater, FL 33756

Invoice No.

217707

Client No.

10247

Matter No.

1

Billing Attorney:

JWM

#### **REMITTANCE**

RE: Intermountain Precious Metals LLC

**BALANCE DUE THIS INVOICE** 

Previous Balance

**TOTAL BALANCE DUE** 

\$ 808.54

\$ 665.50

\$ 1,474.04

#### **ONLINE PAYMENTS**

Elam & Burke is committed to offering safe, secure, and convenient options to pay your bill using Visa, MasterCard, Discover, American Express, Apple Pay, Google Pay, and eCheck.

NOTE: A convenience surcharge will be applied to all of these transactions.

To pay online, please click here: Pay Now or go to: www.elamburke.com/payments

#### **ACH PAYMENTS IN USD**

Elam & Burke, PA

Bank Name:

Account Holder:

**Account Number:** 

U.S. Bank

U.S. Dank

**Branch Name:** 

Meridian CenterPoint Office

82982196

ABA Routing Number:

021052053

#### **CHECK PAYMENTS**

All checks should be made payable to:

Elam & Burke, PA

ATTN: Accounts Receivable

251 E. Front Street, Suite 300

Boise, ID 83702

(Please return this advice with payment.)

Please reference: Invoice 217707, File # 10247 - 1 on all payments.

INVOICES ARE PAYABLE UPON RECEIPT Thank you! Your business is greatly appreciated.



Attorneys at Law
One Canalside
125 Main Street
Buffalo, NY 14203-2887
Telecopier # (716) 852-6100
(716) 847-8400
FED I.D. #16-0505790

Burton W. Wiand, as receiver for Oasis Intl., et al.

Beatriz McConnell

Englander Fischer

721 First Avenue North

St. Petersburg, FL 33701

Invoice Number

10/17/25

Client Number

45310

Matter Number

00001

J B Schwartz

#### **Re: RECEIVER SUBPOENA MATTER**

#### FOR PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2025:

| <u>Date</u> 08/19/25 | <u>Tkpr</u><br>JMA3 | Review case docket and file appearance | Hours<br>0.6 |
|----------------------|---------------------|--|--------------|
|                      |                     | CURRENT FEES                           | \$270.00     |
|                      |                     | TOTAL AMOUNT OF THIS INVOICE           | \$270.00     |



4023 Tampa Road, Suite 2000 Oldsmar, FL 34677 Phone (727) 785-4447 Fax (727) 784-5491 www.pdr-cpa.com

#### OASIS MANAGEMENT July 1, 2025 through July 31, 2025

| Date      | Activity Category                      | Timekeeper | r Description   |      | Rate      | Α    | mount  |
|-----------|--|------------|---|------|-----------|------|--------|
| 7/1/2025  | Accounting & Auditing                  | SAO        | Reconciled MM & checking bank statements, recorded bank activty     | 1.15 | \$ 125.00 | ) \$ | 143.75 |
|           |  |            | Recorded bank activity, updated account records, prepared quarterly |      |           |      |        |
| 7/2/2025  | Accounting & Auditing                  | SAO        | reports   | 1.90 | \$ 125.00 | \$   | 237.50 |
| 7/2/2025  | Accounting & Auditing                  | GAH        | Reviewed quarterly reports  | 1.00 | \$ 155.00 | \$   | 155.00 |
| 7/2/2025  | Accounting & Auditing                  | WEP        | Reviewed final quarterly reports                                    | 0.75 | \$ 320.00 | \$   | 240.00 |
| 7/7/2025  | Accounting & Auditing                  | SAO        | Recorded bank activity, recorded deposits, updated account records  | 0.90 | \$ 125.00 | ) \$ | 112.50 |
| 7/21/2025 | Accounting & Auditing                  | SAO        | Recorded bank activity  | 0.30 | \$ 125.00 | ) \$ | 37.50  |
|           | <b>Total Accounting &amp; Auditing</b> |            |   | 6.00 |           | \$   | 926.25 |

**Total Burton Wiand as Receiver, Oasis Management** 

<u>6.00</u> \$ 926.25



4023 Tampa Road, Suite 2000 Oldsmar, FL 34677 Phone (727) 785-4447 Fax (727) 784-5491 www.pdr-cpa.com

#### OASIS MANAGEMENT August 1, 2025 through August 31, 2025

| Date      | Activity Category                      | Timekeeper | Description  | Hours | Rate         | Α  | mount  |
|-----------|--|------------|--|-------|--------------|----|--------|
| 8/1/2025  | Accounting & Auditing                  | SAO        | Updated account records  |       | \$<br>125.00 | \$ | 37.50  |
|           |  |            | Reconciled checking and money market statements, recorded bank |       |              |    |        |
| 8/2/2025  | Accounting & Auditing                  | SAO        | activity   | 1.20  | \$<br>125.00 | \$ | 150.00 |
| 8/9/2025  | Accounting & Auditing                  | SAO        | Recorded deposits  | 0.30  | \$<br>125.00 | \$ | 37.50  |
| 8/11/2025 | Accounting & Auditing                  | SAO        | Updated account records  | 0.30  | \$<br>125.00 | \$ | 37.50  |
| 8/30/2025 | Accounting & Auditing                  | SAO        | Updated account records  | 0.25  | \$<br>125.00 | \$ | 31.25  |
|           | <b>Total Accounting &amp; Auditing</b> |            |  | 2.35  |              | \$ | 293.75 |

**Total Burton Wiand as Receiver, Oasis Management** 

<u>2.35</u> \$ 293.75



4023 Tampa Road, Suite 2000 Oldsmar, FL 34677 Phone (727) 785-4447 Fax (727) 784-5491 <u>www.pdr-cpa.com</u>

#### **OASIS MANAGEMENT**

#### September 1, 2025 through September 30, 2025

| Date      | Activity Category Ti        |     | Description   |      | Rate     | 1  | Amount |
|-----------|-----------------------------|-----|---|------|----------|----|--------|
|           |                             |     | Updated account records, recorded bank activity, reconciled money |      |          |    |        |
| 9/2/2025  | Accounting & Auditing       | SAO | market statement, reconciled checking bank statement              | 1.20 | \$ 125.0 | \$ | 150.00 |
| 9/17/2025 | Accounting & Auditing       | SAO | Recorded bank activity  | 0.30 | \$ 125.0 | \$ | 37.50  |
|           | Total Accounting & Auditing |     |   | 1.50 |          | \$ | 187.50 |

**Total Burton Wiand as Receiver, Oasis Management** 

<u>1.50</u> \$ 187.50



#### Document 885-16 20751

Filed 12/04/25

All funds payable to:

## Page 2 of 4 PageID E-Hounds, Inc.

32815 US 19 North Suite 100 Palm Harbor, Florida 34684 support@ehounds.com (727) 726-8985

| Open Date  | Close Date | Invoice # | Balance Due | Case Reference (E9295) | Terms          |
|------------|------------|-----------|-------------|------------------------|----------------|
| 07/01/2025 | 07/31/2025 | 64865     | \$1715.00   | CFTC v. Oasis, et al.  | Due on Receipt |

Invoice to: Burton W Wiand PA 114 Turner Street Clearwater, Fl 33756

Case Contact: Burton W Wiand PA **Burt Wiand** 727-460-4679

| Q | Date       | Expedited All quantities are based Hourly                   | unless otherwise noted Tech                  | Price    | Ext       |
|---|------------|---|--|----------|-----------|
| 2 | 07/01/2025 | E-Hounds Review Platform (Courtesy Rate Monthly)            |  | \$595.00 | \$1190.00 |
| 1 | 07/01/2025 | E-Hounds Review Platform Add'l Users (per user) Legacy Rate | : Eflegal user                               | \$125.00 | \$125.00  |
| 2 | 07/01/2025 | E-Hounds Review Platform Add'l Users (per user) Legacy Rate | GK users (astephens; burt@burtonwwiandpa.com | \$125.00 | \$250.00  |
| 1 | 07/01/2025 | E-Hounds Review Platform Add'l Users (per user) jessica@sa  | ahlaw.com                                    | \$150.00 | \$150.00  |

All balances are due upon receipt. Thank you!

**SUBTOTAL** 

\$1715.00

Payments Applied

TOTAL

\$1715.00

**Balance Due** 

\$1715.00

Please note: Our fees are subject to change annually.

#### Statement of Limited Liability and Financial Responsibility

E-Hounds, Inc. shall not be liable for any special, consequential, or exemplary damages arising from the use or misuse of data or equipment after it has been returned to the client or owner. Recovered data will be stored for 30 days unless otherwise specified in writing by the client. All issues with recovered data must be reported within 5 business days of receipt. Property or equipment held for legal matters will be retained for up to 1 year upon case closure or at the client's written request. Additional fees may apply for extended storage or maintenance. ABSOLUTELY NO REFUNDS.

This invoice is issued under the Fee Agreement signed by the client. Final payment must be received before the release of any equipment, findings, or reporting. All invoices are due upon receipt, unless otherwise stated. Unpaid balances over 30 days are subject to a 1.5% monthly late fee. Balances unpaid after 60 days may result in equipment liquidation, initiation of collections, and recovery of reasonable attorney's fees. All services are provided on behalf of the contracting agency, agent, or party, who is solely responsible for payment. Payment responsibility is not transferable or assignable.

E-Hounds also accepts: Venmo: @ehounds



support@ehounds.com







venmo

Document 885-16 20752

Filed 12/04/25

All funds payable to:

#### Page 3 of 4 PageID E-Hounds, Inc.

32815 US 19 North Suite 100 Palm Harbor, Florida 34684 support@ehounds.com (727) 726-8985

| Open Date  | Close Date | Invoice # | Balance Due | Case Reference (E9295) | Terms          |
|------------|------------|-----------|-------------|------------------------|----------------|
| 08/01/2025 | 08/31/2025 | 65921     | \$1715.00   | CFTC v. Oasis, et al.  | Due on Receipt |

Invoice to: Burton W Wiand PA 114 Turner Street

Clearwater; H 33756

**Case Contact:** Burton W Wiand PA **Burt Wiand** 727-460-4679

| <b>Q</b> | Date       | Repedied All quantities are based Hourly unless otherwise noted   | Tech | Price    | Ext       |
|----------|------------|---|------|----------|-----------|
| 2        | 08/01/2025 | E-Hounds Review Platform (Courtesy Rate Monthly)  |      | \$595.00 | \$1190.00 |
| 1        | 08/01/2025 | E-Hounds Review Platform Add'l Users (per user) Legacy Rate Eflegal user                                |      | \$125.00 | \$125.00  |
| 2        | 08/01/2025 | E-Hounds Review Platform Add'l Users (peruser) Legacy Rate GK users (astephens; burt@burtonwwiandpa.com |      | \$125.00 | \$250.00  |
| 1        | 08/01/2025 | E-Hounds Review Platform Add'l Users (peruser) jessica@sallahlaw.com                                    |      | \$150.00 | \$150.00  |

All balances are due upon receipt. Thank you!

**SUBTOTAL** 

\$1715.00

Payments Applied

TOTAL

\$1715.00

**Balance Due** 

\$1715.00

Please note: Our fees are subject to change annually.

#### Statement of Limited Liability and Financial Responsibility

E-Hounts, Inc. shall not be liable for any special, consequential, or exemplary damages arising from the use or misuse of data or equipment after it has been returned to the client or owner. Recovered data will be stored for 30 days unless oftenvise specified in writing by the client. All issues with recovered data must be reported within 5 business days of receipt. Property or equipment held for legal matters will be retained for up to 1 year upon case closure or at the client's written request. Additional fees may apply for extended storage or maintenance.

ABSOLUTELY NO REFUNDS.

This invoice is issued under the Fee Agreement signed by the client. Final payment must be received before the release of any equipment, find All invoices are due upon receipt, unless otherwise stated. Unpaid bakances over 30 days are subject to a 1.5% monthly late fee. Bakances un may result in equipment liquidation, initiation of collections, and recovery of reasonable attorney's fees. All services are provided on behalf

E-Hounds also accepts:



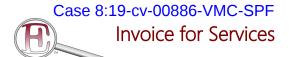


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#### **Document 885-16** 20753

#### Filed 12/04/25

All funds payable to:

#### Page 4 of 4\_PageID E-Hounds, Inc.

32815 US 19 North Suite 100 Palm Harbor, Florida 34684 support@ehounds.com (727) 726-8985

| Open Date  | Close Date | Invoice # | Balance Due | Case Reference (E9295) | Terms          |
|------------|------------|-----------|-------------|------------------------|----------------|
| 09/01/2025 | 09/30/2025 | 66867     | \$1465.00   | CFTC v. Oasis, et al.  | Due on Receipt |
|            |            |           |             |                        |                |

Invoice to: Burton W Wiand PA 114 Turner Street Clearwater, Fl 33756 Case Contact: Burton W Wiand PA **Burt Wiand** 727-460-4679

| Q | Date       | Expedited | All quantities are based Hourly unless otherwise noted                             | Tech | Price    | Ext       |
|---|------------|-----------|--|------|----------|-----------|
| 2 | 09/01/2025 | E-        | -Hounds Review Platform (Courtesy Rate Monthly)                                    |      | \$595.00 | \$1190.00 |
| 1 | 09/01/2025 | E-        | -Hounds Review Platform Add'l Users (per user) Legacy Rate burt@burtonwwiandpa.com |      | \$125.00 | \$125.00  |
| 1 | 09/01/2025 | E-        | -Hounds Review Platform Add'l Users (per user) jessica@sallahlaw.com               |      | \$150.00 | \$150.00  |

All balances are due upon receipt. Thank you!

**SUBTOTAL** 

\$1465.00

Payments Applied

TOTAL

\$1465.00

**Balance Due** 

\$1465.00

Please note: Our fees are subject to change annually.

#### Statement of Limited Liability and Financial Responsibility

E-Hounds, Inc. shall not be liable for any special, consequential, or exemplary damages arising from the use or misuse of data or equipment after it has been returned to the client or owner. Recovered data will be stored for 30 days unless otherwise specified in writing by the client. All issues with recovered data must be reported within 5 business days of receipt. Property or equipment held for legal matters will be retained for up to 1 year upon case closure or at the client's written request. Additional fees may apply for extended storage or maintenance. ABSOLUTELY NO REFUNDS.

This invoice is issued under the Fee Agreement signed by the client. Final payment must be received before the release of any equipment, findings, or reporting. All invoices are due upon receipt, unless otherwise stated. Unpaid balances over 30 days are subject to a 1.5% monthly late fee. Balances unpaid after 60 days may result in equipment liquidation, initiation of collections, and recovery of reasonable attorney's fees. All services are provided on behalf of the contracting agency, agent, or party, who is solely responsible for payment. Payment responsibility is not transferable or assignable

E-Hounds also accepts:







Venmo: @ehounds

support@ehounds.com





# 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

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

| ŀ | tе | lıef | D | $e^{i}$ | ten | da | ant | ts. |
|---|----|------|---|---------|-----|----|-----|-----|
|   |    |      |   |         |     |    |     |     |

**ORDER** 

This cause comes before the Court for consideration of the Receiver's Twenty-Sixth Interim Motion for Order Awarding Fees, Costs and Reimbursement of Costs to Receiver and His Professionals (Doc. \_\_\_). The Commodity Futures Trading Commission does not oppose the granting of the relief sought.

Document 885-17

Having considered the motion, and being otherwise fully advised, it is ORDERED AND ADJUDGED that the Receiver's Twenty-Sixth Interim Motion for Order Awarding Fees, Costs and Reimbursement of Costs to Receiver and His Professionals (Doc. \_\_\_\_) is **GRANTED**. The Court awards the following sums and directs that payment be made from the Receivership assets:

| Burton W. Wiand, Receiver | \$7,378.64 |
|---------------------------|------------|
| Burton W. Wiand P.A.      | \$6,363.50 |
| Johnson Newlon & DeCort   | \$810.00   |
| Jared J. Perez P.A.       | \$5,152.00 |
| Englander Fischer         | \$1,264.30 |
| Older Lundy               | \$435.50   |
| Elam & Burke              | \$1,474.04 |
| Phillips Lyte LLP         | \$270.00   |
| PDR CPAs                  | \$1,407.50 |
| E-Hounds, Inc.            | \$4,895.00 |

DONE AND ORDERED at Tampa, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2025.

> VIRGINIA M. HERNANDEZ-COVINGTON UNITED STATES DISTRICT COURT JUDGE