

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.

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THE RECEIVER'S TWENTY-SEVENTH INTERIM REPORT

Information and Activity from October 1, 2025 through December 31,
2025.

TABLE OF CONTENTS

INTRODUCTION	1
BACKGROUND	5
I. Procedure and Chronology	5
II. Overview of the Receiver’s Findings	9
A. The Receiver’s Investigation into Defendant DaCorta’s Assets, the Ongoing Obstruction of the Receivership, and Recovery Scam Targeting Defrauded Investors	10
1. New Evidence of Ongoing Fraudulent and Extortionate Efforts to Raise Funds for DaCorta from Investors	11
2. Receiver’s Efforts to Investigate DaCorta’s Possible Violations of Court Orders	18
a. IPM Subpoena	19
b. Preziosi Subpoena	21
III. Financial Status of The Receivership Estate	23
IV. Litigation	25
A. Completed and Related Litigation	25
1. Settled Litigation Against Montie	25
2. Settled Claim Against Rocco Garbellano	26
B. Pending and Related Litigation	26
1. The Receiver’s General Clawback Litigation	27
2. The Receiver’s Litigation Against ATC Brokers Ltd., Spotex LLC, and Affiliates	27
V. Claims Process	29
VI. The Next Ninety Days	32
CONCLUSION	32

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-Seventh Interim Report to inform the Court, investors, creditors, and others interested in this Receivership of his activities to date as well as his proposed course of action. The Receiver has established a website, www.oasisreceivership.com, which he updates periodically. The Receiver will continue to update this website regarding his 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:

- Collected **\$186,849.02** from the sale of residential property owned in part by clawback defendant Rocco Garbellano in connection with the Receiver’s settlement agreement with him (*see infra* § IV.A.2.);
- Responded to and investigated concerns from claimants regarding the demands by purported attorney Brent Winters and his “Helpers Group” for payment of 15% of the total distribution amount the claimants recovered through the Receivership claims process;

¹ 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 December 31, 2025 (the end of the reporting period) and the date of this filing.

- Collected litigation income of **\$195,177.95** through settlement payments (see **Exhibit A**); and
- Collected **\$6,341.46** 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 **\$816,418.24** in interest and/or dividend income;
- Collected total litigation income of **\$5,909,523.28** through clawback litigation and other third-party settlements; and
- Collected other miscellaneous income of **\$7,788,374.26**, including funds remitted by the Department of Justice.

Overview of Remaining Significant Matters for this Receivership

The Receiver has essentially completed his primary work on this Receivership. The final significant task to be completed is litigation against ATC Brokers Ltd., Spotex LLC, and affiliates (the “**ATC Litigation**”). The Receiver has been unable to move forward with this litigation due to the delay of other courts in rendering rulings. The only other significant ongoing activity relates to the misconduct of persons trying to take advantage of victim-

claimants. Specifically, the following pleadings remain pending before their respective courts.

1. The ATC Litigation.

Almost two years ago, on March 19, 2024, the United States Court of Appeals for the Eleventh Circuit reversed and remanded an order from another judge in this district that dismissed the Receiver's claims against the defendants in the ATC Litigation with prejudice. *See infra* § IV.B.2. In October 2024, the Receiver sought leave to file a second amended complaint, which the court granted in most part on February 14, 2025. In March 2025, the Receiver filed a motion for reconsideration of the portion of the order denying leave to file a proposed fraudulent transfer count in the second amended complaint. That motion was fully briefed on March 27, 2025, and has thus been pending before the court supervising the ATC Litigation for ten months. The Receiver is prevented from making a final distribution and closing this Receivership until that litigation, which was originally filed on May 28, 2021, is resolved.

2. The Receiver's Enforcement of Subpoenas Regarding DaCorta's Illicit Use of Victim Funds.

To further the Receiver's investigation into at least \$445,000 that appears to have been misappropriated from victim-investors and used in part to fund personal legal expenses of defendant Michael J. DaCorta ("**DaCorta**") and to disrupt the Receivership process, the Receiver served subpoenas on

Intermountain Precious Metals, LLC (“IPM”) and Stephen Preziosi (“Preziosi”), DaCorta’s appellate attorney. *See infra* § II.A.2. IPM is a gold and silver dealer that obtained at least \$190,000 in funds derived from victim-investors. The Receiver also recently learned that IPM purportedly sold and delivered \$322,000 in gold coins to the “Trust LLT,” which is a trust to which claimants were directed to send payments for Winters’ services purportedly to be rendered on their behalf. IPM refused to comply with the Receiver’s subpoena and used frivolous arguments to litigate the matter all the way to the United States Supreme Court, which denied IPM’s petition for a writ of certiorari on May 27, 2025. Once back in Idaho district court, on August 22, 2025, the Receiver filed a second motion to compel compliance with the subpoena and for daily sanctions. That motion has been fully briefed and ready for the court’s decision since October 15, 2025. Similarly, the Southern District of New York court presiding over the subpoena to Preziosi just entered a decision on January 9, 2026, more than nine months after the motions were fully briefed. That decision ordered Preziosi to create a detailed privilege log of unproduced emails, which may in turn require the Receiver to file another motion with the court for production of the same. Preziosi has produced a privilege log, which the Receiver is reviewing.

3. DaCorta's Appeal to the Eleventh Circuit of this Court's Order Granting Summary Judgment.

DaCorta appealed this Court's order granting the CFTC's motion for summary judgment against him. *See generally C.F.T.C. v. DaCorta*, Case No. 24-10132-AA (11th Cir.). The parties completed their briefing on October 8, 2024. For 15 months and counting, the appellate court has neither set the matter for oral argument nor rendered a decision.

Winters, along with other counsel, appears to represent DaCorta in this appeal and a criminal appeal while at the same time he purports to be the attorney for over 300 of DaCorta's victims. Presently, he, along with others, is soliciting funds for DaCorta's personal legal expenses.

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

BACKGROUND

I. Procedure and Chronology

On April 15, 2019, the Commodity Futures Trading Commission ("CFTC") filed this enforcement action alleging that DaCorta, Joseph S. Anile, II ("Anile"), and the other named defendants violated the Commodity Exchange Act and CFTC regulations through the operation of 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.²

On the same day, the Court entered an order appointing Burton W. Wiand as temporary Receiver for the Receivership Entities (Doc. 7).³ 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.

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme: (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II*, Case No. 8:19-cr-334-T-35CPT

² On June 12, 2019, the CFTC filed an amended complaint (Doc. 110), which contained additional allegations about certain defendants and relief defendants.

³ 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.*

(M.D. Fla.). On November 18, 2020, Anile was sentenced to imprisonment of 120 months and supervised release of three years, which the Court subsequently reduced. *Id.* at Docs. 56, 76, and 77. He was also ordered to pay restitution of \$53,270,336.08. *Id.*

A federal grand jury indicted defendant DaCorta for (1) conspiracy to commit wire fraud and mail fraud, (2) engaging in an illegal monetary transaction, and (3) tax evasion. *See United States of America v. Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.). 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. *Id.* at Doc. 192. On October 20, 2022, Judge Jung sentenced DaCorta to 23 years of imprisonment for his role in the Ponzi scheme underlying this enforcement action. *Id.* at Doc. 234. Judge Jung also ordered DaCorta to pay restitution in the amount of \$53,270,336.08, jointly and severally with defendant Anile. 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 discussed in Section II.A.2.b. below, however, on June 20, 2025, New York attorney Preziosi entered a motion for a pro hac vice appearance on behalf of DaCorta in this matter. *See Michael J. DaCorta*, Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) at Doc. 247. Disturbingly, on July 28,

2025, Preziosi filed a motion to vacate DaCorta's conviction using funds essentially extorted from DaCorta's victims. *Id.* at Doc. 249. This criminal appeal is being funded with money raised from DaCorta's victims.

In this civil enforcement action, on July 17, 2023, the CFTC and DaCorta filed cross-motions for summary judgment (Docs. 749 and 750). 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 of the CFTC's material arguments. *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 appealed the Court's order. The parties completed their briefing on October 8, 2024. *See generally C.F.T.C. v. DaCorta*, Case No. 24-10132-AA (11th Cir.). DaCorta's defense of the CFTC action and his appeal of the judgment in that action are being funded with money solicited from DaCorta's victims, who are claimants in this Receivership.

Defendants Raymond P. Montie ("**Montie**"), John J. Haas ("**Haas**"), Frank L. Duran, Oasis International Group, Limited ("**OIG**"), Oasis Management, LLC, and Satellite Holdings Company all consented to judgments against them on the CFTC's charges. The Court entered judgments against all of them. *See* Docs. 783, 786-90. The orders require the defendants to disgorge their ill-gotten gains and to pay a civil penalty. The Receiver has

entered into settlement agreements with defendants Montie and Haas. Both have made monetary settlements with the Receiver.

II. Overview of the Receiver's Findings

After the Receiver's appointment, he conducted an investigation and concluded that the Oasis scheme was a Ponzi scheme conducted by DaCorta and others. This conclusion is supported by Anile's 2019 guilty plea, DaCorta's 2022 criminal conviction, and the Court's order granting the CFTC's motion for summary judgment. The scheme began with the sale of preferred shares that promised a 12% dividend that was to be derived from trading by the Oasis Pools. The 12% return was to be derived from trading profits and transaction income earned by Oasis.

Investors were sold the preferred shares through a private placement memorandum that contained significant false representations and omitted numerous material facts. Continued deception of the investors allowed the scheme to proliferate. Investors 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. Oasis continually

lost money in forex trading and never produced any trading profits for distribution to investors.

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, yet 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 but only a small fraction of those funds was traded. The remainder of the money raised from investors was used to make Ponzi payments to other investors, pay expenses to perpetuate the scheme, and 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 Recovery Scam Targeting Defrauded Investors

As 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) ("**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) funds of at least \$445,000, which were used to fund efforts to defend DaCorta and to disrupt the Receivership;⁴ and (3) an ongoing recovery fraud targeting victim-investors.

1. New Evidence of Ongoing Fraudulent and Extortionate Efforts to Raise Funds for DaCorta from Investors.

In December 2025, the Receiver began receiving communications regarding the Oasis “Helpers Group” demanding that victim-claimants pay remaining balances on “Attorney-Client” agreements. *See, e.g. Exhibit B* (redacted to protect the claimant’s identity). As shown in Exhibit B, the Helpers Group threatened that failure to pay the full amount due may result in the claimant’s debt being sent to a collection agency. This claimant was understandably distraught as they had lost their entire life savings and were now being threatened with having to pay thousands of dollars, which they could not afford. The email included two videos that contained even more concerning information, demands, and even threats. *See* “Behind the Eight Ball,” www.youtube.com/watch?v=zD0mR3GWOiw (the “McKee Video”), last

⁴ 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.

accessed January 13, 2026; “#7 Notice to Lenders,” www.youtube.com/watch?v=qOZ4L77JeIk (the “**Notice Video**”), last accessed January 13, 2026; *see also* Ex. B. Transcriptions of these videos are attached as **Exhibit C** and **Exhibit D**, respectively. The videos are rife with misinformation and scare tactics. The first video purports to be an interview of Jason McKee, the “treasurer” of the Helpers Group (“**McKee**”) by a woman named “Hope.” *See* Ex. C. Hope claims to be affiliated with the “League of Restorative Justice,” which seems to be credited with producing this and other Helpers videos. *See id.* at 0:26 and 30:34. Hope is clearly AI-generated and not a real person, a fact that the Receiver is concerned may not be grasped by many claimants unfamiliar with such technology. According to this video:

- “Hundreds” of claimants signed attorney-client agreements with Winters beginning in mid-July of 2021 in addition to certain power of attorney agreements submitted to the Receiver during the claims process. Ex. C at 2:46 and 6:48. This is contrary to Winters’ consistent position that he does not represent any claimants as an “attorney at law.”
- The power of attorney agreements were terminated on September 3, 2025 because the “Receiver has distributed all the funds that he is planning to distribute.” Ex. C at 3:14 and 3:24. In truth, the Receiver has never said that he will not distribute any more money and hopes to conduct a final distribution to allowed claimants.
- The group of claimants agreed to pay 2.5% of their entire claim amount upfront. McKee defines the claim amount as the original invested amount plus interest through April 2019. Ex. C at 8:10. This amount is far greater than the claimants’ Allowed Amounts (i.e., the claim amounts allowed in the Receivership).
- The hundreds of claimants who signed the attorney-client agreements now purportedly owe 15% of all distribution funds they received through

the Receivership claims process. Ex. C at 8:43. McKee states that claimants owe a 15% contingency fee to Winters because “the case” went to appeal and the claimants received a refund, which was the contingency in the agreement. Ex. C at 9:48, 16:14, 17:17. McKee fails to explain that all claimants with approved claims – not just Winters’ claimants – received the same distributions and the money distributed was not the result of any of Winters’ efforts. To the contrary, Winters and the Helpers Group have cost the Receivership (and ultimately all claimants) substantial sums of money as a result of their obfuscation and gamesmanship throughout the claims process. Claimants recovered these funds in spite of Winters not because of any of his efforts. This demand to the victim-claimants is particularly absurd because Winters never entered an appearance nor filed any action on any claimant’s behalf, never contested to any Receivership order, and never appealed any issue on a claimant’s behalf.

- Claimants will recover 100% of their money plus interest if they pay the amounts owed to Winters. Ex. C at 14:27, 14:48 (“Would you like to just keep 33% or do you want 100% of all your money plus all the interest”). This supposed recovery is premised on the Helpers’ belief that DaCorta will not only win the civil appeal but also a subsequent jury trial. Ex. C at 19:58, 20:03. This preposterous idea ignores that (1) DaCorta is also ordered to pay over \$53 million in restitution in his criminal action, (2) the additional cost of taking the case through jury trial would be substantial, (3) the CFTC could again prevail at summary judgment if the case is remanded, and (4) most importantly, there is no pot of money for DaCorta to get if he somehow incredulously forces and wins a jury trial. There is no basis for a court or jury to award DaCorta more than the assets held by the Receivership Entities at the outset, which were woefully insufficient to pay claimants anywhere near the amounts the Helpers are promising.
- Winters hired DaCorta’s attorneys Ronald Kurpiers (deceased) and Stephen Preziosi and paid them with claimants’ money. Ex. C at 21:47, 23:23, 25:27.

The McKee Video was published on October 9, 2025. It apparently did not garner the desired financial results from the claimants who still “owed” money to Winters, which led to the more egregious Notice Video published on

November 20, 2025. Ex. D. The Notice Video uses AI-generated avatars without identifying them as such. The speakers include: (1) a sophisticated middle-aged man sitting in what appears to be a library with legal looking books spread out before him; (2) an AI judge, suggestive of a depiction of the Honorable Judge Covington, reading cherry-picked lines of Judge Covington’s April 18, 2022 Order (Doc. 638) from what appears to be a judicial bench; and (3) another AI judge-like depiction named “Portia” who speaks to the viewers from a courtroom to provide her “legal perspective.” *See* Ex. D and pictures below taken from the Notice Video.



First avatar speaker



AI Judge avatar that reads Judge Covington's order.



Actual picture of Judge Covington from the Florida Bar News article, "Covington to Receive Distinguished Federal Service Pro Bono Award," www.floridabar.org/the-florida-bar-news/covington-to-receive-distinguished-federal-judicial-service-pro-bono-award/, January 27, 2021 last accessed on January 24, 2026.



Third avatar, "Portia", that provides purported "legal perspective."

The Notice Video takes a more aggressive approach to coercing claimants into paying the purported 15% contingency fee and entering into the attorney-client agreement if they have not already. Essentially, the video states and

reiterates that DaCorta is the claimants' only hope for any additional meaningful recovery and that if they do not fund his defense, they will not be able to get a full restitution. *See, e.g.* Ex. D at 0:25 (“while it’s true that a jury may award [DaCorta] compensation for the losses that he and Oasis suffered, it’s not true that those who remain on the sidelines, unwilling to help him, will receive anything from that reparation”).

The Notice Video cherry-picks language from the April 2022 Order and twists the ultimate finding from the claimants lacking standing to seek injunctive relief from the Court to “in other words, according to the Court, because none of the lenders are named parties in the action, they do not have standing to request any kind of relief from the Court.” Ex. D at 2:31 and 3:12. Thus, according to the Notice Video, “since the Court says you have no standing, you cannot hire another attorney to represent you” (Ex. C at 3:49), only Michael DaCorta can mount a defense that could restore your losses. Ex. D at 3:12.

The Notice Video states clearly that DaCorta retained Winters and, in turn, Winters retained Kurpiers and Preziosi to work on the civil and criminal cases. Ex. D at 0:50. It also discloses that Winters has directed money from claimants to a trust that funds the legal work needed to secure a “full recovery”

for his clients and will continue to do so.⁵ Ex. D at 4:07. The Notice Video echoes McKee's hallmarks of recovery fraud⁶ by misleading the claimants into thinking that if they pay for DaCorta's defense and he wins, they will somehow recover all their investment plus interest. Setting aside that DaCorta stands convicted of egregious fraud and was ordered to pay over \$50 million in restitution for his crimes in addition to civil penalties, in April 2019, when the CFTC stopped the scheme, Oasis records created by the defendants showed that investors were owed over \$120 million combined. At that time, OIG only had assets of approximately \$10 million and was losing money. The majority of the funds the Receiver recovered came from the liquidation of assets and litigation, including clawback and third-party tort actions. The Notice Video tells claimants that if the case is remanded and DaCorta wins at trial, the Receiver's prior actions, including asset liquidation and litigation recoveries could be "reversed." Ex. D at 7:09. In truth, there is no basis in law or equity to "reverse" the Receiver's actions, many of which resulted in mutually agreed settlements and none of which were contemporaneously challenged or appealed. At no point in either video do the Helpers explain where DaCorta

⁵ Claimants were instructed to pay The Trust LLT, which as discussed in Section II.A.2.a. below, in turn purchased \$322,000 worth of gold coins. These coins remain unaccounted for.

⁶ Recovery fraud is 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. See www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/RecoveryFrauds.html.

will get the money for a “restitution award” to pay investors their full principal investment amount plus interest.

The McKee and Notice Videos confirm what the Receiver has suspected and warned claimants about for years. The Helpers and Winters have fraudulently raised money from victim-claimants to finance the defense of DaCorta, the architect of the Oasis fraud, and they continue to do so. As discussed more fully below, Winters converted the remaining portion of the money to untraceable and still unaccounted for gold coins through IPM. In addition to this recovery fraud, Winters has adopted a fiduciary position with respect to hundreds of investors and is providing them with legal representation, while simultaneously representing defendant DaCorta. This dual representation creates a glaring conflict of interest and may amount to professional malpractice. The Receiver encourages claimants to engage their own counsel to evaluate potential causes of action against Winters and the Helpers Group.

2. Receiver’s Efforts to Investigate DaCorta’s Possible Violations of Court Orders.

As all DaCorta’s assets are subject to the Court-imposed asset freeze and restitution order of \$53 million and none have been exempted for DaCorta’s legal expenses, the Receiver has been investigating possible violations of these orders. To that end, the Receiver learned that claimant funds were sent to (1)

DaCorta's prior attorney, Kurpiers, in the amount of \$100,000, (2) IPM in the amount of \$190,000, and (3) DaCorta's current attorney, Preziosi, in the amount of \$155,000. Through IPM's limited and deficient production, discussed below, the Receiver also learned that IPM purportedly sold and delivered \$322,000 in gold coins to the Trust LLT, which is the trust to which claimants were directed to send payments for Winters' services. Presumably, these purchases were made with money obtained from claimants. What happened to the gold coins is unknown.

a. IPM Subpoena.

As previously reported, IPM's refusal to comply with the Receiver's subpoena served on it necessitated the Receiver filing a motion to compel the company's compliance and for sanctions through local counsel in Idaho. *See Wiand, as Receiver v. Intermountain Precious Metals LLC*, Case No. 1:24-mc-00086-AKB (D. Idaho); Doc. 882 (Receiver's Twenty-Sixth Interim Report). IPM's owner, Nathan Young, opposed the motion to compel and attempted to invoke the Fifth Amendment privilege against self-incrimination. The court ordered IPM to retain counsel, granted the Receiver's motion to compel, and found 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, IPM never produced any of the required documents or retained counsel. Instead, Young filed and lost appeals to the Ninth Circuit Court of Appeals and the United States Supreme Court. 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 emailed one of the Receiver's former attorneys a limited production of handwritten responses to the Receiver's subpoena and two sales orders. This attorney had terminated her representation of the Receiver more than six months prior and had never appeared in the subpoena action, which has been pending for almost two years. 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, with no other relevant information, claiming that IPM complied with the subpoena. When the Receiver filed his reply in further support of the Second Sanctions Motion, he was still unaware of IPM's limited production to an outdated and unmonitored email address. On September 26, 2025, Young filed another declaration, this time attaching his scant production which enabled the Receiver to locate and identify Young's misdirected email. IPM's production, however, was facially deficient and omitted key documents, including checks reflected in the sales

orders, related bank records, custody records for the coins (including delivery and receipt records), and the identities of any relevant individuals. Despite repeated attempts by the Receiver's attorneys to resolve these deficiencies without court intervention, Young failed to respond. 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 remains uncommunicative and IPM's production remains incomplete. Further, no attorney has appeared on behalf of IPM in continued contempt for the court's prior order. The Second Sanctions Motion is currently pending before the Idaho District Court.

b. Preziosi Subpoena.

In or around February 2024, DaCorta retained Preziosi. He was served with a subpoena and produced a limited number of documents which indicate that as of February 16, 2024 he had 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. As confirmed in the McKee and Notice Videos, Winters hired Preziosi and paid for his services with money obtained from DaCorta's victims. Records Preziosi produced to date also support this finding and show that he was paid in part with an \$80,000 check from a 78-year-old victim-claimant from New Hampshire. Preziosi refused to produce communications

with the Oasis Helpers Group or other documents relating to the funding of the appeal and his engagement.

Due to Preziosi's unwillingness to fully comply with the subpoena, the Receiver filed a motion for contempt in this Court. The Court directed that the Receiver's motion to compel the subpoena should be litigated in New York, where Preziosi resides (Doc. 850), not in the Middle District of Florida. Preziosi thereafter filed a motion to modify the Receiver's subpoena in the Southern District of New York. *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.). The Receiver opposed this motion and, on February 4, 2025, filed a motion for an order of indirect civil contempt against Preziosi for his failure to comply with the subpoena. On January 9, 2026, the New York court entered an order denying the Receiver's motion for indirect civil contempt and granting Preziosi's motion to modify with the requirement that he produce a privilege log to the Receiver identifying each email withheld and including the email addresses of all senders and recipients and the date and time each email was sent. Doc. 21. The order is without prejudice to the Receiver's ability to compel production of withheld emails if the privilege log provides grounds for their production. *Id.*

The total amount of money that Winters has collected from investors for his purported services is unknown at this time. The Receiver has attempted to

serve a subpoena on Winters at least four times at four separate addresses across three states. 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. While Illinois attorney registration records identify his legal office as being in Indiana, the given address is the aforementioned UPS store. See www.iardc.org, last accessed January 25, 2026. These records also disclose that Winters does not carry malpractice insurance. *Id.*

The Receiver continues to investigate possible violations of the asset freeze order and the Consolidated Order, which expressly prohibits interference with the Receivership. See Doc. 177 § VII. The Receiver may request a status conference to further discuss these issues with the Court.

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 the Receiver's additional efforts, including sales of real property, precious metals, and vehicles, please refer to prior interim reports.

III. Financial Status of 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 October 1, 2025, less operating

expenses plus revenue, through December 31, 2025, and (2) the same information from the beginning of the Receivership (as opposed to the current reporting period). The cash accounting report does not reflect non-cash or cash-equivalent assets. Thus, the value of any uncollected or unsold property discussed below is not included in the accounting report. From October 1, 2025, through December 31, 2025, the Receiver collected the total of \$201,589.82 from interest income, third-party litigation, and asset liquidation.⁷ See Ex. A. All Receivership funds are held in a money market account and a checking account at ServisFirst Bank. The Receiver has deposited all frozen funds and all additional funds he obtained into these accounts.

A list of previously frozen bank or other financial accounts organized by defendant, relief defendant, and/or affiliated entity is attached as **Exhibit E**.⁸ Almost all available funds from the accounts identified on Exhibit E have either been secured by the Receiver through the asset freeze, obtained through settlement, or released via settlement. The Receiver also identified and/or

⁷ As explained in footnote 1, to the extent possible, the Receiver has included in this Interim Report transactions and events occurring after December 31, 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.

⁸ 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 E. Due to their settlements with the CFTC and the Receiver, Montie and Haas are no longer required to provide the monthly statements. Exhibit E now labels the accounts "Settlement" with a frozen balance of \$0.00 and a liquidated balance of \$0.00.

seized the personal property listed in **Exhibit F**.⁹ He has sold most items as set forth in the exhibit.

IV. Litigation

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 **\$5,909,523.28** from the inception of the Receivership through December 31, 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 a judgment; 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 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.

⁹ Importantly, the values identified in Exhibit F were and are only estimates. Actual recoveries have been and will be subject to market conditions and other factors.

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.

2. Settled Claim Against Rocco Garbellano

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). On November 21, 2025, the Receiver collected \$186,849.02 from the sale of the property in satisfaction of the settlement agreement.

B. Pending and Related Litigation

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 non-settling 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. The Receiver sold all outstanding judgments except one in the amount of \$146,092.90.¹⁰ Docs. 863 and 866. The Receiver has conducted collection efforts on this judgment which have been unsuccessful to date.

2. 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

¹⁰ The purchaser of the other judgments declined to purchase this judgment as it did not think the judgment had any value.

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 pending before the court for nearly ten months. The Receiver intends to aggressively pursue this case on remand before the district court.

V. Claims Process

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 website¹¹ 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 Court-

¹¹ See www.oasisreceivership.com.

ordered 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 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 Helpers Group (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 UPS store, which is Winters' designated mailing address. 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.

VI. The Next Ninety Days

The Consolidated Order requires this Interim Report to contain the Receiver's recommendations for a continuation or discontinuation of the Receivership. Doc. 177 ¶ 56.G. 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 27th day of January 2026.

Respectfully submitted,

s/ **Burton W. Wiand**

Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 27, 2026, 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 for Oasis Management LLC Receivership
Civil Court Docket No. 8:19-cv-00886-VMC-SPF
Reporting Period 10/01/2025 to 12/31/2025

	Details	Subtotal	Grand Total	Notes
Line 1 Beginning Balance (As of 10/01/2025)			\$ 1,833,937.00	
Increases in Fund Balance				
Line 2 Business Income				
Line 3 Cash and Securities				
Line 4 Interest/Dividend Income	\$ 6,341.46			Interest Income
Line 5 Asset Liquidation	\$ 70.41			
Line 6 Third-Party Litigation Income	\$ 195,177.95			Settlements
Line 7 Other Miscellaneous				
Total Funds Available - Totals Line 1 - 7		\$ 201,589.82	\$ 2,035,526.82	
Decreases in Fund Balance				
Line 9 Disbursements to Investors				
Line 10 Disbursements for Receivership Operations				
10.a.1 Receiver	\$ 13,742.14			Professional Fees
10.a.2 Guerra King				Professional Fees
10.a.3 KapilaMukamal LLP				Professional Fees
10.a.4 PDR CPAs	\$ 1,407.50			Professional Fees
10.a.5 RPM Financial				Professional Fees
10.a.6 Englander Fisher	\$ 1,264.30			Professional Fees
10.a.7 The RWJ Group				Professional Fees
10.a.8 E Hounds	\$ 4,895.00			Professional Fees
10.a.9 Maples Group	\$ 3,700.00			Professional Fees
10.a.10 Jared J Perez PA	\$ 5,152.00			Professional Fees
10.a.11 Other Professional Fees	\$ 2,989.54			Professional Fees
Line 10 Total Disbursements to Receiver/Professionals		\$ 33,150.48		
10b Third-Party Litigation Expenses				
10c Asset Expenses				
10d Tax Payments				
Total Disbursements for Receivership Ops.		\$ 33,150.48		
Line 11 Disbursements Related to Distribution Expenses				
Line 12 Disbursement to Court/Other				
Line 13 Other				
Total Funds Disbursed - Total Lines 9 - 13			\$ 33,150.48	
Line 14 Ending Balance (as of 12/31/2025)			\$ 2,002,376.34	

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership
Civil Court Docket No. 8:19-cv-00886-VMC-SPF
From Inception to 12/31/2025

	Details	Subtotal	Grand Total	Notes
Line 1 Beginning Balance			-	
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	\$ 816,418.24			Interest Income
Line 5 Asset Liquidation	\$ 7,900,770.82			Sale of Real Estate/Misc.
Line 6 Third-Party Litigation Income	\$ 5,909,523.28			Settlements, etc
Line 7 Other Miscellaneous	\$ 7,788,374.26			Remitted Funds & Misc.
Total Funds Available - Totals Line 1 - 7		\$31,627,004.06	\$ 31,627,004.06	
Decreases in Fund Balance				
Line 9 Disbursements to Investors		\$18,824,628.07		
Line 10 Disbursements for Receivership Operations				
10.a.1 Receiver	\$ 625,204.14			Professional Fees
10.a.2 Guerra King	\$ 2,236,059.97			Professional Fees
10.a.3 KapilaMukamal LLP	\$ 320,452.44			Professional Fees
10.a.4 PDR Certified Public Accts	\$ 122,502.28			Professional Fees
10.a.5 RPM Financial	\$ 84,036.92			Professional Fees
10.a.6 Englander Fisher	\$ 577,317.24			Professional Fees
10.a.7 The RWJ Group	\$ 100,688.80			Professional Fees
10.a.8 E Hounds	\$ 196,747.97			Professional Fees
10.a.9 Maples Group-	\$ 66,150.35			Professional Fees
10.a.10 Jared J. Perez	\$ 174,510.48			Professional Fees
10.a.11 Other Professional Fees	\$ 146,089.87			Professional Fees
Line 10 a Total Disbursements to Receiver/Professionals		\$ 4,649,760.46		
10b Third-Party Litigation Expenses		\$ 42,160.00		
10c Asset Expenses		\$ 358,883.05		Condo Fees, Insurance Repairs, Maint & Utilities
10d Tax Payments		\$ 109,117.36		County Sales Property Tax
Total Disbursements for Receivership Ops.		\$ 5,159,920.87		
Line 11 Disbursements Related to Distribution Expenses				
Line 12 Disbursement to Court/Other		\$ 5,637,625.12		Remission to USMS
Line 13 Other		\$ 2,453.66		Cayman Registration Fee
Total Funds Disbursed - Total Lines 9 - 13			\$ 29,624,627.72	
Line 14 Ending Balance (as of 12/31/2025)			\$ 2,002,376.34	

Line 15	umber of Claims	834
15a	o. of Claims ecei ed This eorting eriod	0
15b	o. of Claims ecei ed Since Inception of state	834
Line 16	umber of Claimants In estors	827
16a	o. of Claimants In estors aid This eorting period	0
16b	o. of Claimants In estors aid Since Inception of state	732 irst Interim istribution Chec s Issued 734 Second Interim istribution Chec s Issued

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Signature



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EXHIBIT B

From: Oasis Helpers

[<oasishelpers@oasisreplevin.net>](mailto:oasishelpers@oasisreplevin.net)

Date: December 11, 2025 at [REDACTED]

To: [REDACTED] >

Subject: Attorney-Client Invoice #3

Dear [REDACTED]

**PRIVILEGED ATTORNEY-
CLIENT CORRESPONDENCE**

**PRIVATE & CONFIDENTIAL – DO NOT
SHARE OR DISTRIBUTE**

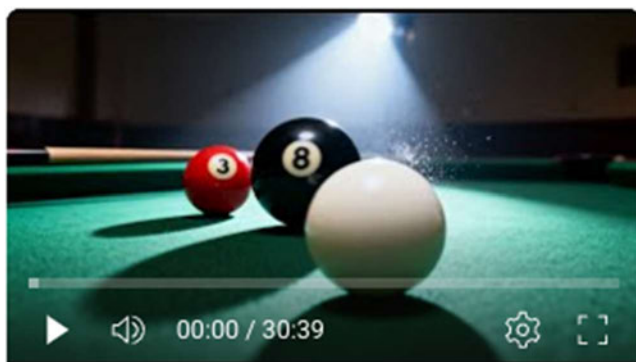


We Stand on This: Deliver the Truth

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

John 8:32

A balance remains due on your Attorney-Client
contract, or those you represent.





Invoice

If this Invoice is directed to the individual who is responsible for a family group, all of the Oasis Account Numbers bundled together for this Invoice are shown.

1. Oasis Acct. No(s). ----- Total: [REDACTED]

2. Total Due & Payable----- [REDACTED]

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

The Trust, LLT

P.O. Box 626

Elkville, IL 62932

For Payment Terms & Questions

- Please contact Jason McKee at:
Treasurer@OasisReplevin.net
 - Jason may be reached by phone (Central Time) at: (618) 559-3247
 - Provide a phone number with the best day and time for him to reach you.
-

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

The Oasis Helpers

Pray for Replevin

EXHIBIT C

Unofficial Transcript¹ of Oasis Helpers Group Video
Entitled “Behind the Eight Ball”

The “behind the eight ball” video can be found at
<https://www.youtube.com/watch?v=0m3iw>

00:00:26 ope AI generated oman

My name is ope. Thank you for joining us today. You might remember me from a series of videos that my friends at the League of Restoration Justice made to explain Oasis International Group’s legal challenges. Some Oasis lenders with questions about financial matters that we didn’t cover before asked the Oasis Helpers Group for clarification, and they asked me to interview Jason McFee, who kindly volunteered to answer them.

00:00:53 ope AI continued

We have a lot to cover, so let’s get right to it. Hi, Jason. Thank you for volunteering to help answer the recent questions that have come in from Oasis Lenders. But before we get started, I have a question of my own that I’d like to ask you. Are you, your family, or friends, Oasis Lenders?

00:00:11:2 Jason McFee

Hello, ope, and good afternoon. I’m so glad you’re able to do this interview with me. And, uh, to answer your question is yes, I do. I am personally a lender. I had all my retirement funds in this loan to Oasis and my mother, a couple aunts, many friends also are lenders with Oasis. So there you have it. Yes, I am a lender. But what this whole thing is about is we’d like to get to talk about some of the confusion that’s out there and about the power of attorney and the attorney client agreement. So we can get started.

00:01:53 ope AI

Very good. Could you explain what the difference is between the power of attorney agreement, the so-called POA, that attorney Robertinters had with everyone who filed a claim through him back in 2020, and the attorney client agreement he still has with most but not all of those same people. What’s the difference?

This transcript was generated by the Receiver’s legal team to preserve the content of the video. It was created by extracting an audio file from the video, which was converted to text by Microsoft Word’s dictate feature. It was then reviewed for accuracy by a member of the Receiver’s legal team.

00 02 13 Jason Mc Gee

This seems to be a very confusing question for a lot of people. In the very beginning, we had power of attorney agreements for the claims process. And that was for the attorneys to be able to get in touch with the receiver. And that way, we had one point of contact with the receiver for hundreds and hundreds of people. So Mr.inters, who is also an attorney, agreed to be our power of attorney. And from that, many of us signed power of attorney agreements. And that was specifically only for the claims process.

00 02 46 Jason Mc Gee cont d

Well, then also later on, Mr.inters then made an attorney client agreement with us where we've seen that there was a lot of problems with what was being submitted in the courts, and we felt like we might need a presence in the courtroom one day. So many, many, many of us, hundreds of us, filed attorney client agreements with Mr.inters, and that's what we still have to this day.

00 03 14 Ope AI

Thank you, Jason, for that clarification. But why were all the power of attorney agreements terminated on September 3rd this year

00 03 24 Jason Mc Gee

As it appears, it looks like the claims process of this whole ordeal has been completed. The receiver has distributed all the funds that he is planning on to distribute, so therefore we no longer need a power of attorney. All of the power of attorney work has been completed.

00 03 41 Ope AI

Okay, so I understand that, but where does the termination of their A with Mr.inters leave those who no longer have any agreement with him

00 03 50 Jason Mc Gee

If the people who only had a power of attorney agreement or A, their relationship with Mr.inters is over, so I highly consider everyone signing an attorney client agreement with Mr.inters, so therefore, as we go further on and there's more legal actions to be taken, they will be part of our group.

00 04 09 ope AI

ason, I think you explained this just a minute ago, but just to be sure, why did Attorney
inters start offering attorney client agreements

00 04 17 ason Mc ee

from the very beginning, from as documents and evidence was hitting the court doc et,
and as we were able to read through them, we found a lot of things that were very
inconsistent. So therefore, raised a lot of questions in our minds. So therefore, we felt like
there might be some legal actions that might need to be taken on our behalf as the lenders
to the company, um so, and this is in the civil action therefore we at that time we got the
attorney client agreements going.

00 04 51 ope AI

So if I understand this correctly under the power of attorney agreement Mr. inters couldn't
represent anybody in court but under his attorney client agreement that offered that
opportunity. as Mr. inters your first attorney to work with you

00 05 07 ason Mc ee

o he wasn't. As a matter of fact, first off, we, our group originally hired a private
investigator to start going through some of the evidence that was turned into the courts of
trading records. So we hired a private investigator that went through the trading records of
asis and went to an attorney down in florida by the name of Mr. Sallah. e actually
confronted him first. ell, he was then compromised and actually started working for the
receiver instead of us after we had already spoken to him. e then reached out to an
attorney out of London by the name of Mr. andley. And he too was then compromised.

e was under the assumption that he was put under a retainer by the receivership in this
case and, come to find, and would no longer work with us and come to find out he was
never put under a retainer, but he would no longer help us at that point.

00 6 10 ason Mc ee cont d

And after that, we then reached out to Mr. inters and then Mr. inters started to help us
as the so called victims. It's funny because in this whole entire ordeal, it seems that every
single attorney that we have tried to hire as the victims, just simply for representation, not
to cause problems or anything like that. but this receivership in this case has, for some
reason, attached every single attorney that we ever tried to hire.

00 06 39 ope AI

I'm starting to see more clearly why the attorney client agreement is so important. When did people start signing them, those agreements with Mr.inters

00 06 48 ason Mc ee

Everybody's a little bit different. I think most of them started in mid July of 2021. But each lender will be a little bit different just due to the fact of when they got them all signed and everything completed.

00 07 01 ope AI

Thank you. ason, tell me why would anyone want to have an attorney client agreement with Mr. inters why would they need him now

00 07 09 ason Mc ee

So everyone knows who's been involved in this case. This case has been going on for many years now. So they have the choice, if they find some problem later on, they have a choice of going hiring their own attorney to help represent them in this civil case. Without hiring another attorney to represent them, signing this agreement with Mr. inters is the only way they can continue being part of this ongoing civil case.

00 07 38 ope AI

I think I read somewhere that there were over a thousand filings in the civil case alone, so some attorney being hired could would have to review all that stuff. That would be ridiculously expensive. It would cost a ton. So, what should a lender do if they don't have an attorney client agreement and they want to get one

00 07 54 ason Mc ee

They just simply need to email our crisis helpers group and just simply ask for one and we can help them get one going.

00 08 01 ope AI

Now that's easy. Now do the terms of the agreement dictate how much each client would have to pay under that contract with Mr. inters

00 08 10 ason Mc ee

This agreement has covered the need for legal funding in two different parts. In the beginning, everyone understood we needed a little bit more working capital up front. So

we have a little bit to get the ball rolling. So collectively, our group agreed that we would pay 2 and 1 2 of our entire claims amount. And our claim amount is the amount we originally invested plus interest earned up to the point of April of 2019.

00 08 43 Jason Mc Lee cont'd

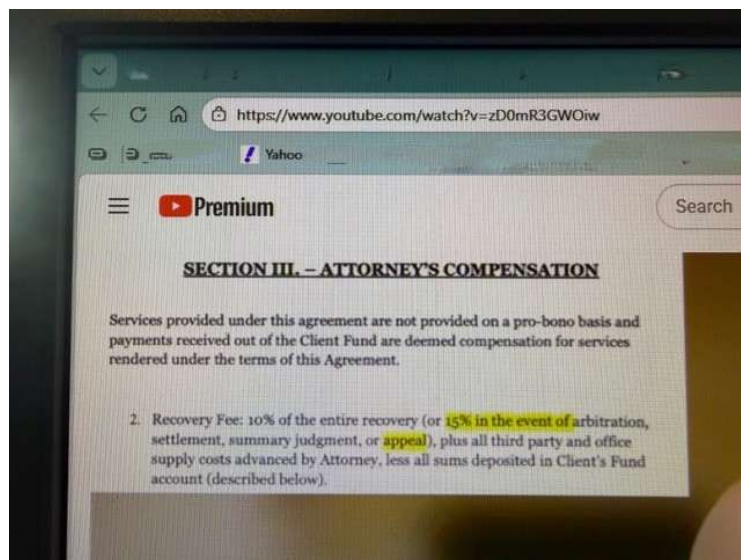
This was a totally voluntary contribution everybody made upfront. Some people paid the whole two and a half percent upfront, some people paid a little part of it, and some couldn't donate anything. So with those donations, Mr.inters paid for the legal assistance we needed to get things moving along. The second part of the agreement provided for the funds to be paid for the monies that were recovered later. Because the case went to the appeal, there's a clause in the contract that if it goes to appeal, the second part stated that there would be 15 of the funds received would be owed. After we received two refunds now, I sent out our first invoice, I think it was July of last year, based on the 15 because it went to appeal. And the amount of the refund with any earlier contributions was subtracted from that amount.

00 09 38 ope AI

ay, so where does their agreement show that the lender agreed to pay 15 of the total amount of the refund that they received

00 09 48 Jason Mc Lee

That is on page 3, paragraph 2 under Section 3, the attorney's compensation. I give you a copy of that so you can put that on screen. As you can see, because the case went to appeal, the recovery fee is 15 .



Screenshot from video at 00 09 51

00 10 03 ope AI

reat, yeah, I see that. Can you give me an example of how this would work for someone whose claim was for \$100,000

00 10 10 ason Mc ee

I sure can. It's a little bit complex, so stick with me here. Here's how it works. If someone claimed \$100,000, and when we say claimed, that means the portion that you actually physically invested and all the interest earnings on those monies up until April of 2019, that would have been our total claim. So from that claim, we decided to pay 2.5%. So that part of that \$100,000, the 2.5% would be a \$2,500 credit to their account, to each individual who paid that amount. The receiver refunded about 33% of lender's principal, the principal amount, but nothing else that their loan may have earned. So none of the interest earned on their accounts.

00 11 03 ason Mc ee cont'd

Let's say the principal loan amount was \$90,000 and the other was \$10,000 in interest that they earned on the basis books. But the receiver didn't recognize the other \$10,000, so he only paid 33% of the \$90,000. So that means he multiplied \$90,000 times 33 to get the total of the two refunds to the lenders. That equals about \$29,700 in total refunds.

00 11 33 ason Mc ee cont'd

The lender owes Mr.inters 15% of that amount according to the agreement, or \$4,455. But we now, back earlier, we paid the 2.5%, the \$2,500 credit, right? So what we did is we subtracted the \$2,500 credit that they had already paid from the amount that they owed, which was the \$4,455. So that left a remaining balance of \$1,955. So that was the balance owed, and that was the balance that was invoiced. There's a little there's a little more to it, since some people paid all or portions of all, but the balance owed in the first invoice, but whatever they paid was deducted from the balance due when the invoice was sent the second time.

00 12 24 ope AI

ay, so you explained it, the 2.5%, if they paid it, they got deducted from the balance that was owed on the 15th. So then back on the 8th of September of 2025, on behalf of Mr.inters, you emailed a second invoice to lenders who had a balance due on their attorney client agreement with him. Is that correct

00 12 46 Jason Mc Gee

es, that's correct.

00 12 48 Ope AI

ow was that second in oice calculated

00 12 51 Jason Mc Gee

It was simply the remaining balance. So some people had paid the two and a half percent upfront of their total claim. After the first in oice, they could have sent in a payment of partial payment, full payment. If they'd send in a full payment for the 15 on the first in oice, they would have never even seen the second in oice. So any monies that was paid from the two and a half percent early on, the amount paid whenever the first in oice was sent out, it was both of those amounts were deducted and therefore that was the remaining balance for their second in oice.

00 13 30 Ope AI

hy does the lender need to pay the in oiced amount

00 13 32 Jason Mc Gee

ell, that's what they agreed to pay. In the very beginning when we signed an attorney client agreement, that's what the contract stated that we'd pay at that point. You know, my portion alone in my agreement was \$14,000, which I've literally only paid \$10,000 of that. I still owe \$4,000, and I'm slowly paying it off as well. So, why people have to pay it is because that's what they agreed to. We started this whole fight under the clear assumption that everybody was wanting to fight this fight, and this fight came with a cost. So everybody, early, early on in this, many years ago, agreed to pay this so we would have the working capital and the monies to pay these attorneys who are fighting the good fight for us.

00 14 21 Ope AI

This has been going on for quite a while without a final resolution. Aren't they just throwing good money after bad

00 14 27 Jason Mc Gee

Some seem to believe that. But we fought, we've been fighting for years now. We've incurred, um, hundreds of thousands of dollars worth of billing. We're in the Court of

Appeals right now, so we are actually to the point where we've been fighting the good fight and so.

00 14 48 Jason Mc Lee cont'd

Could you like to just keep 33% or do you want 100% of all your money plus all the interest you've earned over these years? I'd want the latter. So that's why I continue to fight. So no, you're not throwing good money after bad. I believe our money is going for the cause to get the truth out. And what's that price? You know, what's the cost of getting the truth out there and not creating other victims down the road?

00 15 14 Ope AI

What if a lender's records don't agree with the trusts in voice? What should they do?

00 15 18 Jason Mc Lee

Well, all they need to do is email treasurer@oasisreple.in.net and send us an email. Tell us your concerns and we can go through the records and make sure everything's correct. Not a problem.

00 15 36 Ope AI

And they can't pay the full amount of the in voice all at once, then what should they do?

00 15 40 Jason Mc Lee

Once again, just email me. treasurer@oasisreple.in.net. We can set up a payment. We're not here to bankrupt anybody. We're not here to take everybody's money. What we're trying to do is fight and get the truth put out. And what we want to do is make sure that everybody stays in our group, is not forced out because they can't pay. So we'll work something out.

Just contact me. That's the most important part. You got to contact me and talk to me. So therefore we know what's going on. But that's all they need to do.

00 16 15 Ope AI

That's great. It seems easy and compassionate. The Basis helpers have said that Mr.inters is paying for everything out of his contingency fees. Is that correct?

00 16 24 Jason Mc Lee

That is correct. And the contingency fee is the 15% we talked about.

00 16 31 ope AI

asis elpers e plained that Mr. inters attorney client agreement is a uote un uote contingency agreement. hat is a contingency and what is the contingency in that agreement

00 16 43 ason Mc ee

hene er we first started this process, many, many, many people as ed if there is an attorney out there that would wor on a contingency basis. So if something is contingent, it means it depends on something else happening. Li e, let s ust put it for instance. Say you promised your daughter that she can use the family car if she finishes all of her homework . irst, her getting the eys is contingent upon her finishing the homework . If her homework isn t finished, then she doesn t get the eys because the contingency wasn t fulfilled.

00 17 17 ason Mc ee cont d

The contingency in the attorney client agreement is the receipt of a refund. If no refund was e er recei ed, then the lender would ha e not owed Mr. inters anything because the contingency wasn t met. ecause refunds were recei ed by all the clients of Mr. inters, therefore the contingency was fulfilled and so then they were in oiced.

00 17 43 ope AI

So a contingency is ust a condition that has to be met. In this case, the condition was that a refund was made. ow is paying a lawyer under a contingency agreement different from the usual way of paying one, a retainer in ad ance and then paying them month by month after the retainer is used up

00 18 02 ason Mc ee

nder a contingency agreement, the attorney assumes all the ris in ol ed to help get the money refunded and doesn t get paid, doesn t get paid if the contingency isn t met. So if there s no reward at the end, attorney doesn t, the contingency is ne er met, so therefore there s no payment to the attorney.

00 18 23 ason Mc ee cont d

ut on a retainer, if anybody s e er dealt with any type of attorneys in the past, the attorney as ed for money up front, a retainer, and they put that in an account, and as they had billable hours, they would bill that money until it was gone. ell, at that time, ser ices are finished until the client would send more money to fill the coffers of the retainer bac up and they

would continue to work then on billable hours from those monies in that retainer. But as soon as the retainer's work run out, work is completed at that point. So that's the difference between the contingency, the attorney's willing to work upfront for the payout later, unlike a retainer where they get paid upfront and work until the money is depleted.

00 19 17 ope AI

This is probably the most common question that lenders asked and that is, are they going to get any more money back from the receiver

00 19 124 ason Mc ee

As far as we can see right now, I don't think the receiver plans on returning any more money. That's why we feel like we need to press the issue on in the civil case through the appeals process that's going on now and possible further court actions. But as of right now, it doesn't appear as if we're going to receive any more money. The 33 that we received from our initial investment appears about all we're going to get from the receiver.

00 19 58 ope AI

ay, so if the receiver doesn't give any more refunds, then why should lenders expect to recover anything more

00 20 03 ason Mc ee

Well that's, because we expect, we expect to win a jury trial. That's been our goal all along is we've seen a lot of things that don't add up and we want to go to trial.

00 20 16 ope AI

Lender loans were lost in the civil case that opened on April 15th of 2019. That's exactly was asis charged with

00 20 23 ason Mc ee

ay, so asis was originally charged with operating a commodity pool with commodity pool violations. And that was brought on by the Commodity Futures Trading Commission through their regulations.

00 20 37 ope AI

In that civil case, Judge Conington issued the summary judgment, which officially closed the case. That's exactly is a summary judgment

00 20 45 ason Mc ee

A judge can issue a summary judgment if there's no material facts in dispute between the parties. And in this case, it would be Mike McCorta and the C TC. A summary judgment is the final judgment in the case, unless it's appealed, and that's what Mike did through the attorney's help.

00 21 05 ope AI

you mentioned that there can't be any material facts in dispute. What is a material fact

00 21 13 ason Mc ee

Let me give you an example or kind of a legal definition of a material fact. It is information that significantly affects the rights, the duties, the obligations of the parties involved in the legal case that would influence the outcome of that case. These facts are essential to determine issues in the court, particularly in the areas like fraud, misrepresentation, a breach of contract, something like that.

00 21 42 ope AI

were there actually any material facts still in dispute when the judge issued her summary judgment

00 21 47 ason Mc ee

we feel like a bunch. Actually, there were several of them. Attorneys on ourpiers, who Mr.inters had paid, presented them to the courts. We did an inadequate job of convincing Judge Conington there were enough facts to be disputed, even though she had agreed with him a few months earlier.

00 22 09 ason Mc ee cont d

In 12 22 22, there was a hearing had in the Middle District of Florida. There was a hearing, and in that hearing, they specifically talked about all the facts that were in dispute. That's what the whole entire purpose of the hearing was, is to discuss the facts in dispute. And the judge agreed that she agreed there were many facts in dispute. But she went ahead and handed over a summary judgment to the C TC, kind of closing the case in the Middle District of Florida. And our case never got to go in front of a jury. So therefore, that's when the appeal was made for this case.

00 23 02 ope AI

I too a loo at the appeal that Mr. re iosi wrote, and he s saying that there really was no case at all because the commodity pool formation re uires that in estor money be used, and there was no in estor money. It was all corporate money. So what happened after the udge issued her summary udgment

00 23 23 ason Mc ee

ell, Mi e aCorta, through his appeals attorney, Stephen re iosi, who Mr. inters had also hired, appealed the decision.

00 23 31 ope AI

hy was Michael the only defendant to appeal to summary udgment

00 23 20 ason Mc ee

ell, that s because all the other named defendants in this ci il case, whether it be li e oe Anile, who accepted a plea agreement ery early on, or the other named defendants, they signed consent agreements, which is, I guess it ind of operates as the same, has the same effect as the plea agreement.

00 23 55 ope AI

hy does that matter to the lenders

00 23 57 ason Mc ee

ell, that s because the udge in the case made it ery clear that the lenders don t ha e standing in the court. That means they don t ha e no rights to bring a lawsuit in this court. The only parties that can do that are the named defendants. And the only one of them that s still able to do that is still trying to pro e his innocence is Mi e eCorta.

00 24 21 ope AI

hat does it mean that the other defendants, ay Montie and ohn aas and ran uran, signed a consent agreement with the C TC

00 24 27 ason Mc ee

ell, in this case it means that they officially surrendered their standings to bring a lawsuit or an appeal in the case. They no longer ha e the ability to do that.

00 24 38 ope AI

hat court is going to rule on the appeal

00 24 40 ason Mc ee

The appeal is in the eleventh Circuit Court of Appeals in Atlanta, Georgia.

00 24 45 ope AI

ow long has the court had the appeal

00 24 47 ason Mc ee

ell, the final paperwork for the appeal was filed actually a year to the date today. Today's the 8th. So on October 8th of last year, I believe that was the date that it was filed.

00 25 02 ope AI

hat's taken them so long to rule on it

00 25 04 ason Mc ee

ed really like to know that. From our perspective, it's pretty cut and dry that there's definitely a lot of things that are in dispute that need to be presented to a jury, that a jury should be able to make the decision of how this case should go, but only they can say what's holding them up.

00 25 23 ope AI

hy are the lenders being asked to support Mi e aCorta

00 25 27 ason Mc ee

Actually, they aren't. They're asked to pay what is owed in their attorney-client agreement to Mr.inters. Mr. inters will continue to pay important legal fees out of his contingency fees. e paid for the appeal because the C TC tied Mi e's criminal trial directly to the civil case which is the case we're mainly concerned with. ut without Mi e aCorta, no lender has standing to present to the courts. So we e got to use Mi e aCorta because he's our only avenue to the courts.

00 26 01 ope AI

If Mi e wins the civil case, then what happens

00 26 04 Jason Mc Lee

Well, it's actually not winning the civil case right now. Right now, we are looking to win the appeal to get actually to the civil case. So there's three possibilities that could happen. The appeals court could decide to dismiss the whole case. That's great. Highly unlikely. Or they could send it back to Judge Conington in the Middle District of Florida to stand trial. And that's probably most likely what would happen. Or they could agree with Judge Conington and just stand on the ground that the summary judgment was a legitimate judgment. Which at that point, Mike McCort would then have to appeal to the full bench of the 11th Circuit Court of Appeals.

00 26 50 Ope AI

Mr. Murphy was an attorney who represented Mike in the civil case for a while. That happened to him

00 26 55 Jason Mc Lee

Mr. Murphy passed away past February at the age of 64.

00 27 01 Ope AI

Why aren't Mr.inters and Mr. reiosi and the asis elper's group just quitting.

00 27 05 Jason Mc Lee

Based on principles. There are still rocks that need to be flipped over and unturned in front of a jury. And the truth needs to come out. And they believe that we can win this fight.

00 27 18 Ope AI

Some of the lenders were witnesses at Mike's criminal trial. Were they lying in court or were they just misled

00 27 25 Jason Mc Lee

Yeah, the prosecution had several witnesses who were lenders as witnesses in the court case, in the criminal trial. I think they were definitely misled, and the prosecution seemed to have been doing it very intentionally. I highly recommend everybody watch our videos that we have on our asis eple in website. Specifically, in this case, for misleading witnesses, video number four, the fairy dust fable, and 5A and 5, the facts assumed not in evidence. That'll help them to understand why we believe the way we do.

00 28 04 ope AI

If a lender wants to learn more about the crisis cases that affect them, what should they do

00 28 10 ason Mc ee

If they only want to know about the civil trial, they should go to the oasisreple in.net website, click on the link where it says trial videos, and watch video 2, Terms of Agreement, and 3, ownership.

00 28 26 ason Mc ee cont d

This is your money we're fighting for. All of it. We're fighting for all the money, so we highly encourage people. We've tried to make it as easy as possible for people to understand what's going on so they're not reading legal documents, which are hard to understand. We put it in a video format so they can hopefully understand it. So they might want to watch number zero, the opening statement too. That gives a good overview of both the civil case and Michael's criminal case.

00 28 54 ason Mc ee cont d

If they want to know about his criminal case, which may also have an effect on the recovery of their money. I feel like they should watch all the videos made. But once again, it's up to them and it's their money we're fighting for.

00 29 09 ope AI

Thank you, ason. I'm sure this has been very helpful. Is there anything else that you'd like to add before we sign off

00 29 02 ason Mc ee

I hope people understand of all the thousands and thousands of hours of volunteer work that the crisis helpers group has done. The attorneys who have almost had to sacrifice their law licenses at the bludgeoning of this receivership. We're really behind the eight ball and we need to get our word out there and fight the good fight. So that's where we're at today. And hopefully everybody that watches this will get informed by watching videos and educate themselves of what's going on and help get us supported so we can finish this good fight. Thank you so much.

00 29 59 ope AI

Than you.

EXHIBIT D

Unofficial Transcript¹ of Oasis Helpers Group Video
Entitled “ Notice to Lenders”

The Notice to Lenders video can be found at
<https://www.youtube.com/watch?v=4L77eI>

00 00 25 AI Generated Man

Some lenders believe they can avoid contributing to the work that needs to be done and still benefit from restitution that may result from Michael McCorta defending himself in the civil case. While it's true that a jury may award him compensation for losses that he and Oasis suffered, it's not true that those who remain on the sidelines, unwilling to help him, will receive anything from that reparation.

00 00 50 AI Generated Man Cont'd

For one thing, the case may never reach a jury. It might be settled without a jury trial. More importantly, Michael has retained attorneys for legal support, which Mr. McCorta has provided by retaining attorneys for work in the civil case, and attorneys previously to represent Michael, both on appeal in the civil case and on Michael's Section 2255 motion for a new trial in his criminal case.

00 01 18 AI Generated Man Cont'd

Since Michael is the only party left in the civil case with standing in court to defend against the CRTC's charges only by having a current attorney-client agreement with Michael's lawyer, Mr. McCorta, may lenders hope to receive further meaningful recovery of their loans. If lenders fail to honor their contractual obligations, it will become impossible to direct funding to the additional legal work needed for Michael to recover those funds.

00 01 46 AI Generated Man Cont'd

Between April 11th and April 15th, 2022, over 150 notices and objections were filed in the civil case by lenders in this group representing themselves as presumptive beneficiaries to the receivership estate. They asked the judge to suspend the receivers' activities until an opportunity for a hearing, discovery, or final judgment was given. The court ruled against them.

This transcript was generated by the receivers' legal team to preserve the content of the video. It was created by extracting an audio file from the video, which was converted to text by Microsoft Word's dictate feature. It was then reviewed for accuracy by a member of the receivers' legal team.

00 02 12 AI generated Man Cont d

Judge Conington struck all those notices from the record and made it clear in her ruling that no lender has standing in her court. Even if lenders had been investors, which they clearly were not, they do not have standing to bring any kind of action in her court. In her ruling, she wrote.

00 02 31 AI generated Judge Character reading Judge Conington's ruling from bench

It appears to the court that the notice claimants are creditors or investors in the Ponzi scheme who are concerned about depletion of the accumulated assets. To the extent that the notice claimants are seeking injunctive relief from the court, none of them are named parties to this action, and as such, they do not have standing to request an injunction or any other relief. The Federal Rules of Civil Procedure contemplate that only those designated as parties may file motions and pleadings. See Federal Rules of Civil Procedure, procedure 7.

00 03 12 AI generated Man

In other words, according to the court, because none of the lenders are named parties in the action, they do not have standing to request any kind of relief from the court. The judge assigned assets to the receiver, Ray Montie, John Aas, Rannur, and the receiver, acting as assets legal representative, all signed consent agreements waiving their right to make a defense against the CFTC's charges. Consequently, only Michael Corta remains with standing to make a defense that could result in restitution of losses. Michael is the last man standing.

00 03 49 AI generated Man Cont d

To make this as simple and clear as possible, if you're not honoring your attorney-client agreement, you're not supporting Michael. Moreover, since the court says you have no standing, you cannot hire another attorney to represent your interests. Let's hear from Corta for her legal perspective on this.

00 04 07 Corta AI generated Judge Character speaking from bench

Most of you lenders entered into an attorney-client agreement with attorney Rent Inters. Under the contingent terms of that agreement, you agreed to pay a percentage of all money recovered from the Ponzi civil case. At his discretion, Mr. Inters directed money to a trust that funds the legal work needed to secure full recovery for his clients, and he will continue doing so.

00 04 32 Corta AI Cont d

No standing means no automatic restitution. The promissory note and risk disclosure that every lender signed made each loan the property of assets, not of the lender. See video 3 ownership for a full explanation of this. Settled co-defendants cannot re-enter the case. Every defendant except Michael signed consent agreements, effectively pleading settlements. These are final and binding. The settling parties waived further claims. Even if Michael wins, those co-defendants cannot reopen their cases or claim restitution.

00 05 10 Cortia AI Cont d

This reinforces that only Michael aCorta retains standing, and any future negotiation will occur solely through him and his designated counsel. Because your loans legally became basis assets, and all other named defendants surrendered their claims for defense in the suit, any restitution awarded in a settlement or judgment will belong to Michael aCorta, the only remaining defendant, not to the other defendants and not to individual lenders.

00 05 40 Cortia AI Cont d

Any attorney client agreements with attorney lenders are essential. To be represented in any post trial settlement negotiation, lenders must have a valid attorney client agreement with Mr. Linters, who will work on his client's behalf in concert with Mr. aCorta. Such an agreement is the bridge that can connect lenders to future settlement funds because Mr. aCorta has authorized Attorney Linters to negotiate on their behalf.

00 06 07 Cortia AI Cont d

What happens if lenders do nothing? Lenders who refuse to honor their attorney client agreement with Mr. Linters are only spectators and not parties to the process nor to the outcome. If the case is remanded and tried and Michael prevails, any restitution awarded will go to him. Neither Michael nor his counsel will have a legal duty, moral obligation, or incentive to share that restitution with those who did not assist in funding Michael's defense. In short, no contribution, no participation. No participation, no further claim. Those who help may be helped. Most lenders supported Michael's defense by funding the trust through their contingency agreements with attorney Linters.

00 06 54 Cortia AI Cont d

If a favorable settlement or restoration occurs, Michael intends to compensate those who helped him. Such a goodwill gesture, however, is not enforceable in law, except through Mr. aCorta's written agreement with Mr. Linters.

00 07 09 Cortia AI Cont d

What is the receiver's authority if Michael wins the case? If the appellate court remands the case back to Judge Coington and Michael wins at trial, the receiver's prior actions, such as asset liquidation and clawbacks, could be subject to reversal. Assets wrongfully sold or seized may be recoverable, but only through a properly funded legal challenge brought by Michael's attorneys.

Without funding, there will be no mechanism to restore what was taken. This is a big case. Hundreds of millions of dollars are in contention. Through the diligent work of three attorneys and their assistants, it has taken more than six years to bring you and your fellow lenders to a position where you now have a fair chance of recovering your basis loan losses.

00 07 55 Portia AI Cont'd

ut the attorneys work isn't finished. Getting to a favorable conclusion will certainly cost more time, more hard work, and more money. Lenders have met the challenge with grace, fortitude, and patience. Now the lawyers need your support more than ever.

00 08 11 Portia AI Cont'd

we must give you new insight into the ways and means by which those who have been quietly working for you all these years expect to finally accomplish what they set out to achieve more than half a decade ago.

00 08 24 Portia AI Cont'd

Conclusion. Lenders who have withheld participation must understand this reality. Winning the case will not, by itself, restore your money. Only a funded and coordinated legal team which your support will enable Attorney Partners to sustain, can secure a settlement from which you may benefit. Refusing to honor your attorney client agreement ensures exclusion from any recovery beyond what the receiver provides. In short, if you wish to share in their success and your future restitution, you must stand with the defense now.

EXHIBIT E

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
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; MaryAnne E. Anile	Wells Fargo	Business Choice Checking	Liquidated	\$0.00	\$10,383.26
4064 Founders Club Drive, LLC	*1807	Joseph S. Anile II; MaryAnne E. Anile	Wells Fargo	Business Platinum Savings	Closed	\$0.00	\$0.00
444 Gulf of Mexico Drive, LLC	*3967	Michael Dacorta; Joseph S. Anile II	Wells Fargo	Simple Business Checking	Liquidated	\$0.00	\$15,600.10
4Oaks, LLC	*2572	Joseph S. Anile II; 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 Capital Management	*7485	Joseph S. Anile II; MaryAnne E. Anile	Capital One	Small Business Rewards Checking	Liquidated	\$0.00	\$6,173.59
Francisco Duran	*9152	Francisco Duran	JPMorgan Chase	Total Checking	Liquidated	\$0.00	\$309.24
Francisco Duran	*0568	Francisco Duran; Lauren K Duran	JPMorgan Chase	Checking	Liquidated	\$0.00	\$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 Rebecca C. Duran	*2550	Francisco Duran; Rebecca C. Duran	SunTrust	Checking	Closed	\$0.00	\$0.00
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 Educators Federal Credit Union)	Go Green Checking	Income Account, Settlement	\$0.00	\$0.00
John J. Haas	TBD	John J. Haas	Equity Trust	IRA	Settlement	\$0.00	\$0.00
John J. Haas; Lillian Haas	*2105	John J. Haas	TD Bank	Checking	Liquidated	\$0.00	\$4,362.80
John J. Haas; 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 Insurance	Cash Surrender Value	Settlement	\$0.00	\$0.00

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
John J. Haas	*0715	John J. Haas	Knights of Columbus 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; Joseph S. Anile II.	Regions	Business Checking	Liquidated	\$0.00	\$17,889.07
Mainstream Fund Services, Inc.	*1174	Denise DePaola; Michael Nolan	Citibank	Savings	Unfrozen by Agreement	\$0.00	\$0.00
Mainstream Fund Services, Inc.	*5606	Denise DePaola; Michael Nolan	Citibank	Checking	Unfrozen by Agreement	\$0.00	\$0.00
Mainstream Fund Services, Inc.	*0764	Denise DePaola; 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; 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	*3887	Michael Dacorta	Wells Fargo	Market Rate Savings	Liquidated	\$0.00	\$605.33
Oasis Capital Management S.A.	*6058	TBD	British Caribbean Bank International	N/A	Closed	\$0.00	\$0.00
Oasis Capital Management S.A.	*1200	TBD	Belize Bank 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; First SeaCoast Bank	Checking	Income Account, Settlement	\$0.00	\$0.00
Raymond P. Montie	*1574	Raymond P. Montie	Fidelity Investments	IRA Account	Settlement	\$0.00	\$0.00

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
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 Account; Closed by TD Bank	Closed	\$0.00	\$0.00
Raymond P. Montie; Danielle TerraNova	*3934	Raymond P. Montie	TD Bank	Relationship Checking	Closed	\$0.00	\$0.00
RPM 7 LLC	*6068	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	\$0.00	\$2,395.63
RPM 7 LLC	*1952	Raymond P. Montie	TD Bank	Business Convenience Plus	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	Business Convenience Plus	Liquidated	\$0.00	\$8,130.54
Goose Pond Consulting	*9658	Raymond P. Montie; Danielle TerraNova	NBT Bank	Free Business Checking	Settlement	\$0.00	\$0.00
Roar of the Lion Fitness, LLC	*1396	Michael Dacorta; Andrew Dacorta	Wells Fargo	Business Choice Checking	Liquidated	\$0.00	\$17,704.97
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 D

Property	Units	Estimated Value or Purchase Price	Lien	Status or Disposition	Actual Value or Sale Price
Defendant Anile/4064 Founders Club Drive					
2015 Mercedes Benz SLK 350	1	\$28,050.00	\$0.00	Forfeited; Sold; Returned; Resold	\$23,000.00
2016 Mercedes Benz GLE 400	1	\$37,000.00	\$0.00	Forfeited; Sold	\$31,027.50
100 Ounce Silver Bars	100	\$150,900.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
One Ounce Gold Coins	200	\$255,320.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
U.S. Currency	N/A	\$62,750.00	\$0.00	Forfeited; In USMS/FBI Custody; Remission TBD	\$62,750.00
Quietsource 48KW Generator	1	\$28,017.00	\$0.00	Sold by Receiver	\$12,500.00
Pool Table	1	TBD	\$0.00	Receiver Seeking Return from Anile	TBD
Piano	1	\$1,000.00	\$0.00	Sold by Receiver	\$1,000.00
Jewelry	Misc.	\$60,749.00	\$0.00	Receiver 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	Receiver 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	Auctioned (Gross Sale Price)	\$17,875.00
Defendant DaCorta/13318 Lost Key Place/6922 Lacantera Circle					
2017 Maserati Ghibli S Q4	1	\$60,800.00	\$43,528.88	Forfeited; Abandoned After Further Investigation	\$0.00
2018 Land Rover Range Rover Velar	1	\$57,825.00	\$0.00	Forfeited; Sold	\$48,462.00
2015 Land Rover Range Rover Evoque	1	\$25,100.00	\$26,129.29	Abandoned Due to Lack of Value Given Lien	\$0.00
100 Ounce Silver Bars	64	\$96,576.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
\$1.00 Silver One Ounce Coins	1,500	\$22,635.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Credit Suisse One Ounce Gold Ingots	3	\$3,829.80	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
APMEX.com One Ounce Silver Coins	5	\$75.45	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$50 Gold One Ounce Coins	7	\$8,629.80	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$50 Gold One Ounce Coins	40	\$48,000.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
Lady Liberty \$1.00 Silver One Ounce Coins	120	\$2,400.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
"Bitcoin" One Ounce Gold-Plated Coin	1	\$1.00	\$0.00	Forfeited; Sold; Listed Price is for all Metals	\$657,382.25
U.S. Currency	N/A	\$160,000.00	\$0.00	Forfeited; In USMS/FBI Custody; Remission TBD	\$160,000.00
Handgun	1	\$517.00	\$0.00	Receiver Seeking Return from DaCorta	TBD
Coffee Table	1	\$200.00	\$0.00	Sold by Receiver	\$200.00
Televisions	2	\$200.00	\$0.00	Sold by Receiver	\$200.00
Safe	1	\$200.00	\$0.00	Sold by Receiver	\$200.00
Outdoor Speakers	2	\$150.00	\$0.00	Sold by Receiver	\$150.00

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; Purchased for \$100,000 in 2015	Settlement
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

Relief Defendant 4Oaks, LLC (Anile)

2015 Ferrari California T	1	\$174,300.00	\$0.00 Forfeited; Sold	\$100,470.00
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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