UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING COMMISSION,

PLAINTIFF,

V. CASE NO. 8:19-CV-886-T-33SPF

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

DEFENDANTS;

AND

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.
_________________________________/

DECLARATION OF MICHELE UTTER

I, Michele Utter, declare as follows:

1. I am over the age of eighteen and competent to make this declaration. I have personal knowledge of the matters set forth herein and, if called as a witness, could and would testify competently thereto.

2. I reside in Rochester, New York.

3. I was previously employed as an assistant to Raymond Montie.

4. Following the appointment of the Receiver in this matter, I assisted a group of individuals commonly referred to as the "Oasis Helpers Group" (the "**Helpers Group**") in communicating with investors regarding the Receivership and the claims process.

5. As part of that role, I had access to and used email accounts and communication platforms, including Mailchimp, to forward messages, updates, and other information to investors. The majority of the content I forwarded was created by others associated with the Helpers Group, including Greg Melick and others.

6. In that capacity, I received and transmitted numerous communications relating to the Receivership, the claims process, and interactions with the Receiver.

7. I ceased working with the Helpers Group shortly after December 2022 when I became aware that funds from investors were being used in connection with Defendant Michael DaCorta.

8. Around April 2024, I was served with a subpoena requesting documents relating to the matters described above.

9. Around April 2024, through my counsel, I produced documents in response to that subpoena. My production consisted of approximately 5,473 documents, as calculated by the requesting counsel post-subpoena.

10. The documents I produced were collected from my email accounts, files, and records maintained by me in the ordinary course of my activities described above.

11. The documents produced include emails, attachments, and communications that I sent, received, forwarded, or maintained as part of my involvement with the Helpers Group.

12. It was my regular practice to maintain such communications in my email accounts and files.

13. The documents attached as **Exhibits A, B, D, E, G, L, M, T, and U** to the Declaration of Receiver, Burton W. Wiand, In Support of Verified Motion for An Order to Show Cause Why Respondents Should Not Be Held in Contempt for Failure to Comply with the Court are true and correct copies of documents produced from my records in response to the subpoena. These documents consist of emails and attachments that I sent, received, forwarded, or maintained in connection with my activities with the Helpers Group, and they have not been altered since the time they were

originally sent or received, except for any redactions made for purposes of this proceeding.

14. Attached hereto as **Exhibits 1 through 19** are additional true and correct copies of documents produced from my records in response to the subpoena. These documents consist of emails and attachments that I sent, received, forwarded, or maintained in connection with my activities with the Helpers Group, and they have not been altered since the time they were originally sent or received, except for any redactions made for purposes of this proceeding.

15. The documents include communications from Greg Melick and others associated with the Helpers Group regarding strategies for responding to the Receiver, handling claimant communications, and directing the dissemination of information to investors. Certain communications advised that investors should limit or avoid responding to the Receiver and described efforts to manage or control information provided to the Receiver.

I DECLARE under the penalty of perjury that the foregoing is true and correct and is executed this 7th day of April 2026.

Michele Utter

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 8, 2026, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system. I also served a copy of the foregoing Declaration via U.S. Mail and electronic mail, and served the exhibits to the Declaration via electronic mail only due to their volume (approximately 492 pages), upon the following non-parties:

Stephen Preziosi, Esq.
Law Office of Stephen N. Preziosi P.C.
48 Wall Street, Eleventh Floor
New York, NY 10005
Email: appealslawfirm@gmail.com

Brent Allen Winters
5105 S. Hwy. 41, #218
Terre Haute, IN 47802
Email: winterslaw@nym.hush.com
swinters77@nym.hush.com
brentwinters@nym.hush.com

Jason McKee
P.O. Box 611
Elkville, IL 62932
Email: jmckee573@gmail.com
treasurer@oasisreplevin.net

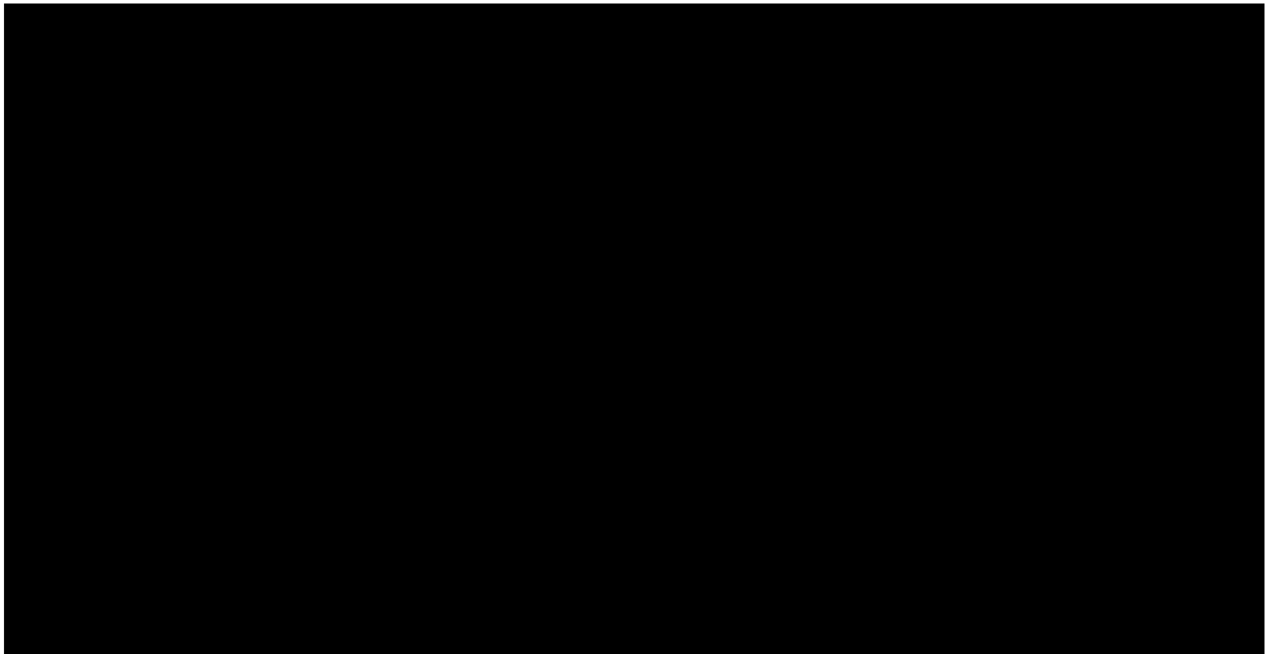
Greg Melick
P.O. Box 165
Intervale, NH 03845-0165
Email: entheos@startmail.com
tradinggraces@use.startmail.com
oasishelpers@oasisreplevin.net

/s/ Maya M. Lockwood
Maya M. Lockwood

EXHIBIT 1

From: **Michele Utter** shelutter@icloud.com
Subject: Critical Information for Oasis Lenders
Date: March 26, 2020 at 6:16 PM
To: Shel Utter shelutter@icloud.com
Bcc:

m



Hello Everyone,

We want to give you a heads up! Please share this with fellow victims/your referrals by email or phone (we do not have every single Oasis lender's contact information).

Most of you have probably received a Claims Form from the Receiver by now. Please do not sign and email yet. There is some language in the form/court documents that is not victim-friendly. We have given the documents to an attorney for clarification and are in the process of getting legal counsel to help us with our case. This could make a difference between you getting back change on the dollar or all your money back plus interest, pain, and suffering. We have until June 15th to submit our Claim Forms, and no payment is going to be given out before then. **Don't sign your rights away to the Receiver before an attorney on our side can read and go over the documents. We have some time.**

Regarding an attorney: we are looking to hire legal counsel. If we do this as a group, we can cut down the cost dramatically for each of us. The more people standing together, as a group of victims, show the court that we are strong (this way we don't have 100 different lawyers, who don't know all the information with our case, creating confusion). Having one legal counsel who represents all of us will help tremendously. **Those of us who decide to go forward as one group will ALL need to come together and contribute to this cause; this absolutely has to be an entire group effort.** Everyone has the right to do what you feel is in your best interest; if you decide not to go forward as part of the group and don't contribute, that is entirely your right.

Regarding those who received a Clawback Letter: hold tight; we should have an answer on this very soon.

We will share more information just as soon as we have it. **Again, for your own sake, DO NOT sign and mail the Claim Forms yet.**

God Bless You,
Jason McKee & Michele Utter

PS: Please do not contact Greg Melick regarding this matter (Greg is in the midst of moving and many other things right now!). Jason and I are trying to help Greg with disseminating the

information to you. As soon as we hear from Greg, you will hear back from us!

EXHIBIT 2

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

GM

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

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

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

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

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

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

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

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

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

IPM
5105 South Highway 41
Terre Haute, Indiana 47802

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

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

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

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

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

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

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

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

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

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

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

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

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

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

God bless,

Greg Melick
ph: (60[redacted]80
cell: (97[redacted]45

NOTE: I send NO mass emails, only private messages or responses. I respect your privacy and wish to preserve my own. *If you do not wish to receive emails from me, please click this link unsubscribe and your address will be removed*

The Faith that Makes Us Whole .pdf

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

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

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

EXHIBIT 3

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made on ________________, 2020 by and between ______________________________ ("Recipient") and Brent Allan Winters ("Agent") (together the "Parties"), respecting all of Brent Allan Winters's undiscoverable work-product and documents not made public record by filing into the court, in relation to the case *Commodity Futures Trading Commission v. Oasis International Group, LTD*: Case Number 8:19-cv-00886-VMC-SPF in the United States District Court Middle District of Florida, Tampa Division ("Oasis").

Recipient agrees to protect the confidentiality of any and all material and information disclosed between Agent and the Recipient that is undiscoverable and not filed into the public record. Therefore, the Parties agree as follows:

I. CONFIDENTIAL INFORMATION. The term "Confidential Information" means any information or material which is proprietary to the Agent, whether or not Agent owned or developed, which is not generally known other than by the Agent and Recipients (defendant in the above-cited case *Oasis International Group, LTD*) ("Oasis"), and which the Recipient may obtain through any direct or indirect contact with Agent or other Oasis Recipients, or Agent's contacts. Confidential Information shall include but not be limited to any information that the Agent or his contacts provide, concerning business, technology, and information of Agent and any third party with which Agent deals; including, without limitation, business records, plans, strategies, contracts, financial information, computer programs and listings, investment details, private correspondences, the content of texts, emails, and any other written materials, webinars, recordings, whether audio or video, on-line meetings, phone conversations, strategic alliances, partners, and client lists. The nature of the information this Agreement classes as confidential, and the manner of disclosure, is such that a reasonable person would understand it to be confidential.

II. PROTECTION OF CONFIDENTIAL INFORMATION. The Recipient understands and acknowledges that Confidential Information is that which the Agent has developed or obtained by the investment of significant time, effort, and expense; and that the Confidential Information is a valuable, special, and unique asset of Agent and needs to be protected from improper disclosure. The Recipient further understands and acknowledges that improper disclosure of Confidential Information may result in serious loss or damages to other Oasis Recipients, and may therefore give rise to claims against Recipient for damages. In consideration for Recipient's receipt of such Confidential Information, the Recipient agrees as follows:

A. **Unauthorized Use.** Recipient shall promptly advise Agent if the Recipient becomes aware of any possible unauthorized disclosure or use of the Confidential Information.
B. **No Disclosure.** Recipient shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any person or entity without the Agent's prior written consent.

C. **No Copying or Modifying.** Recipient shall not copy or modify any Confidential Information without Agent's prior written consent.

D. **Application to Employees.** Recipient shall not disclose any Confidential Information to any of the Recipient's employees, friends, or family members, unless each permitted employee, friend, or family member to whom Recipient has disclosed Confidential Information shall have signed a non-disclosure agreement, substantially the same as this Agreement, before being authorized to obtain, review, or have knowledge of the Confidential Information.

III. UNAUTHORIZED DISCLOSURE OF INFORMATION-INJUNCTION. If it appears to the Agent that the Recipient has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, Agent shall be entitled to an injunction to bar the Recipient from disclosing the Confidential Information. This provision shall not bar Agent from pursuing other remedies, including a claim for losses and damages.

IV. RETURN OF CONFIDENTIAL INFORMATION. Upon the request of Agent, the Recipient shall return to Agent all materials, in whatever form these are held or recorded, containing the Confidential Information. Within five days of the Agent's request for return of Confidential Information, the Recipient shall also deliver to Agent a written statement signed by the Recipient, certifying that he has returned all such confidential materials.

VI. RELATIONSHIP OF PARTIES. Neither Party has an obligation under this Agreement to purchase any service or item from the other Party, or commercially offer any products using or incorporating the Confidential Information. This Agreement creates no any agency, partnership, or joint venture.

VII. NO WARRANTY. The Recipient acknowledges and agrees that the Confidential Information is provided on an "AS IS" basis. AGENT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AGENT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. Any actions taken the Recipient take in response to the disclosure of the Confidential Information shall be solely at the Recipient's risk.

VIII. LIMITED LICENSE TO USE. The Recipient acquires no intellectual property rights under this Agreement, except the limited right to use as set forth above. The Recipient acknowledges that, as between Agent and the Recipient, the Confidential Information and all related rights and other intellectual property rights, are (and at all times will be) the property of Agent, even if suggestions, comments, and-or ideas the Recipient has made are incorporated into the Confidential Information, or related materials, during the term of this Agreement.

IX. INDEMNITY. Recipient agrees to defend, indemnify, and hold harmless the Agent, and any of his agents, representatives, or employees from any and all third party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses, resulting from the indemnifying Recipient's material breach of any duty, representation, or warranty under this Agreement.

X. TERM. The obligations of this Agreement shall survive THREE YEARS from the Effective Date of this Agreement, or until the Agent sends the Recipient written notice releasing the Recipient from this Agreement. After the Recipient receives such written notice, the Recipient must continue to protect the Confidential Information he received during the term of this Agreement from unauthorized use or disclosure, for an additional ONE year.

XI. GENERAL PROVISIONS. This Agreement sets forth the entire understanding of the Parties regarding confidentiality. Any amendments must be in writing and signed by both Parties. This Agreement shall be construed under the laws of the State of Illinois. This Agreement shall not be assignable by either Party. Neither Party may delegate its duties under this Agreement, without the prior written consent of the other Party. The confidentiality provisions of this Agreement shall remain in full force and effect at all times, in accordance with the term of this Agreement. If any court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining portions of this Agreement shall remain in full force and effect and shall be construed so as to best achieve the original intent and purpose of this Agreement.

This Agreement by and between ______________________________ (Recipient) and Brent Allan Winters (Agent) and delivered in the manner law prescribes as of the date below.

RECIPIENT:

Signed: _____________________________________

(print name) _________________________________ Date: _______

AGENT:

Brent Allan Winters

Signed: ______________________________________ Date: __________

From: ▇▇▇▇▇▇▇▇
Subject: Fwd: Oasis Attorney Donors—Power of Attorney and Non-Disclosure Forms
Date: April 20, 2020 at 11:54 AM
To: shelutter@icloud.com

Michele - Enclosed, find my NDA. I will be sending the original along with the POA today.

Oasis Attorney Donors—Power of Attorney and Non-Disclosure Forms

Hi Everyone,

First, a couple of notes:

1. If you are a lender that received a **Clawback Letter** from the Receiver, please email me at shelutter@icloud.com and let me know that. I'd like to have a separate spreadsheet for this category of lenders. **We're keeping a separate database for this category of lenders so that their needs can be rapidly addressed by our attorney**.

2. If you are a lender that **already sent your Claims Form to the Receiver** but have decided to join with our group attorney, please email me at shelutter@icloud.com and let me know that. I'd like to have a separate spreadsheet for this category of lenders. You will need to send a Revocation of Power of Attorney to the Receiver in order to have our attorney represent you. You can't have both of them do so. **We'll send you that form once you've emailed me**.

We know that most of you received an email from the Receiver last night. Remember that you've hired an attorney who will respond on your behalf, and the deadline for a response isn't until June 15th, which is almost two months from now. This gives our attorney plenty of time to respond. **Until we have your Non-Disclosure Agreement (NDA) signed and returned (see below), it would be unwise to explain how our attorney plans to rebuff the Receiver's clawback efforts, so get your NDA signed and returned asap. After that, we'll be able to share more comforting information.**

————————————————

Attached, you will find Brent's **Power of Attorney** and **Non-Disclosure Forms.**

Instructions:

Both forms are provided in Adobe Acrobat (.pdf) format. Adobe Acrobat Reader can be downloaded for free from: https://get.adobe.com/reader/ (click the yellow "Download Acrobat Reader" for an automatic download).

**** Both forms (the POA and NDA) can be downloaded from the following link: https://www.dropbox.com/sh/zemu53mi08d3xbf/AAAhaowMIWKpypmxr9aHZ1hra?dl=0. ****

<u>The Non-Disclosure Form (NDA)</u>:

1. Fill in the available fields on your computer (this is a fillable PDF)

   OR print all the pages and fill them all in by hand

2. Print all pages

3. Sign your name on page 3.

4. Be sure all fields are filled out

5. Return a scanned copy to Michele Utter at shelutter@icloud.com so that I can register these

   OR mail a copy to her at 143 Amerige Park, Rochester, NY 14617

<u>Power of Attorney (POA)</u>:

1. Fill in the available fields on your computer (this is a fillable PDF)

   OR print all the pages and fill them all in by hand

2. Print all pages

3. Take the POA to a notary public (your town office, bank, or a Justice of the Peace can provide notary service)

4. Bring valid photo identification (drivers license, passport, or other government-issued photo ID)

5. Date and sign page 2 of the POA in front of the notary, who will then sign and seal the rest of it for you

6. Make a copy for yourself

7. **Mail the <u>original</u>** to Michele Utter (143 Amerige Park, Rochester, NY 14617) for me to register and forward on to Brent

   Brent will sign it and return a copy to you

————————————————

Sending in your POA and NDA should provide some additional comfort, and a sense of security, knowing that Brent will be representing you.

Have a great day!
Michele, Jason and Greg

Copyright © 2020 Helping Oasis, All rights reserved.
You are receiving this email because you opted in via our website.

Our mailing address is:
Helping Oasis
1900 Empire Blvd
Bay Towne Plaza
Webster, NY 14580-1934

Add us to your address book

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

EXHIBIT 4

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Re: Fwd: ANXIOUS!!!!!
Date: February 10, 2021 at 12:13 PM
To: Michele Utter shelutter@icloud.com
Cc: swinters77@nym.hush.com

Dear Michele,

I wrote a piece for our folks last week, but we're holding back on sending it until the Appellate Court accepts Brent's application to appear on behalf of the clawback targets. Those in the courts who are cooperating with the Receiver are breaking all manner of their own rules to keep Brent out and prevent ANYONE else from representing our people. We don't want to give them any provocation or excuse to continue doing so. I could write a short book on that subject alone.

Unfortunately, since there are desperate people in the group who feel that cooperating/assisting with or replying to the Deceiver might accelerate getting back ANYTHING from him, the best policy at the moment is to remain silent as much as possible. We simply can't afford to give out any information as to what we're doing because even one leak to the Deceiver could ruin the entire thing.

No one is obligated to respond to the Receiver's REQUESTS for information. Keeping them out of the Court's jurisdiction was key to preserving them from having to do so.

What people need to understand is this - The way in which we processed their claims accomplished the following things:

1. It kept each claimant out of the Court's jurisdiction because the paperwork was process under Power of Attorney and NOT by legal representation. Responding to the Receiver now could breach that protection and cause serious unanticipated problems for them later on.
2. It kept them each claimant safe from any potential criminal complaint that might have been made against them as a consequence of their filing a claim
3. It prevented the Deceiver and his minions from sorting through all their paperwork and starting controversies with them about their claims in order to run up even more billable hours (which is what they are now trying to do by reaching out to people and asking for more information). At a conservative average of 5 hours of work for each person, billed at Englander/Fisher's lower rate of $350/hour (Wiand bills at $450/hour), and given 450 claims, the group saved themselves a little under $800,000 from being billed against their account by donating a little over $60k to Brent and the rest of us to get the claims done in time under Brent's P.O.A. Keep in mind that the Receiver's work is unmonitored by the Court. He can bill for whatever time he wishes and the Court has accommodated EVERY request for payment he's made.
4. It preserved each person's claim for the ENTIRE amount of their investment, principal and interest, until such time as the CFTC can prove their illegitimate claim that Oasis was insolvent - it wasn't and we have accumulated nearly all the evidence needed to prove it.

If anyone wants to go ahead and start responding to Englander/Fisher or Wiand and start arguing over their paperwork, they are free to do so. They should just let you know that they plan to do that and you should remove them from future group emails.

Doing so will undoubtedly compromise or eliminate all of the benefits listed above and probably end up costing them more time, money, and aggravation than they can even imagine. It will also result in thousands more dollars being withdrawn from the "Receiver Estate", which is the sum of all moneys, liquidations, etc. that the Receiver has collected so far. That's the pot of gold that he and his minions wish to keep as much of for themselves as possible. It was always his goal and the reason he left another practice 13 years ago to form his current firm. Receivership

is a grand larceny level license to steal, legally.

Hopefully, Brent's paperwork with the Appellate Court will get processed sooner rather than later. If not, I will see if something like a limited response along the lines above can be sent out without risk.

THIS EMAIL IS FOR YOUR EYES ONLY

DO NOT FORWARD, COPY OR SEND THIS INFORMATION ALONG TO ANYONE ELSE-PLEASE!!

Talk soon,

Greg

On 2/10/21 10:46 AM, Michele Utter wrote:

> Is there any way you can work on a short update today?
>
> > Begin forwarded message:
> >
> > **From:** [REDACTED]
> > **Subject:** **Fwd: ANXIOUS!!!!!**
> > **Date:** February 10, 2021 at 10:40:36 AM EST
> > **To:** "shelutter@icloud.com" <shelutter@icloud.com>
> > **Reply-To:** [REDACTED]
> >
> > Good Morning!!!
> >
> > -----Original Message-----
> > From: [REDACTED]
> > To: helpingoasis@gmail.com <helpingoasis@gmail.com>
> > Sent: Mon, Feb 8, 2021 12:53 pm
> > Subject: ANXIOUS!!!!!
> >
> > Hi Michele!
> >
> > Bill has asked me to contact you! So much time has elapsed since we have heard anything about OASIS!
> >
> > Except what we hear from D O J!!
> >
> > We have sold our other house! We are waiting to do the 2020 taxes to see if there is anything left!
> >
> > Right now we are living on Social Security!!! Trying not to use what little nest egg we still have!!
> >
> > I am sure if you have heard anything more You would have contacted ALL of us!!
> >
> > Thank You!!! [REDACTED]

--
Greg Melick
Office: (603[REDACTED]70
Cell: (97[REDACTED]-[REDACTED]45

NOTE: I send NO mass emails, only private messages or responses. I respect your privacy and wish to preserve my own. *If you do not wish to receive emails from me, please click this link unsubscribe and your address will be removed*

EXHIBIT 5

February 11, 2021

Men are so simple and so much inclined to obey immediate needs
that a deceiver will never lack victims for his deception.
—Niccolò Machiavelli

Dear friends,

As we enter a new phase of the Oasis misadventure, it's time to clear up some confusion. Please do not ask when you will get your money back. The Receiver's apparent desire is to take as much of it as legally possible. We are trying to prevent that.

First: Back in June 2019, Illinois attorney Brent Winters was briefly engaged to help everyone submit their claims to the Receiver. His work was modestly compensated through voluntary donations that were raised to cover the (under) estimated costs for the time and effort required to complete the claims process.

No one was asked, much less required, to donate any specific amount. Many people contributed as little as $25. Once started, it took about six weeks to complete the process. Had that work been billed on an hourly basis, the team members who worked every day to finish on time would have earned about $17/hour, which is less than unskilled day-laborers in the Northeast get paid to bang 10-penny nails into 2" x 4" studs used to rough-frame houses.

There were about 450 claims submitted by this group. Nearly all claims were processed in the same way; based on the value of the lender's account status as of April 12, 2019, including principal and earnings. This was done because there is NO certified evidence that Oasis was ever other than a solvent, diversified company, operating legally as described in your Disclosure Statement. In submitting your claims as was done, you saved time and money that would otherwise have been spent finding a Florida attorney to represent you. There was no time to secure such counsel.

The Receiver bills $450/hour for his and his firm's time. Englander/Fisher, who works for him, bills $350/hour for their time. The Court does not audit their activities

and does not deny their requests for payment. You are under no obligation to help him earn more from the funds recovered.

Submitting claims as was done protected you in the following ways:

1. It prevented the extraction of liquidated funds through settlement negotiations, which would likely have drained several hundred thousand dollars from the account in legal fees, leaving far less for investors to recover.
2. It protected lenders from potential criminal charges that might have been brought against them as a consequence of filing a claim.
3. It made a legitimate claim for the recovery of the entire amount of each lender's investment, subject to evidence in court of the CFTC's claims against Oasis and proof that loans were improperly used by the Company.

Second: Obviously, the Receiver wasn't happy to be denied many billable hours and so much money because you filed claims through a power of attorney. Against the judge's advice, the Receiver attacked Brent by filing a claim against him in the Florida Bar, alleging that he was practicing law in Florida without a license. That required Brent to hire an attorney to respond to the allegation. Had he not done so, it could have led to criminal charges against him.

It shouldn't be no surprise that in a closely networked group such as ours, with over 500 people in it, there are folks within it who can offer help through a wide range of skills such as accounting, bookkeeping, tax advice, legal research, writing, graphics, and organizational and communication skills that can be drawn on to assist other people within the group. We are in many ways like a large extended family with members and their friends frequently stepping up to assist whoever needs help. This is a major strength of incalculable importance when you consider that our adversaries have virtually limitless resources at their disposal to help them achieve their goal of keeping your money.

Third: Every out-of-state attorney who wishes to represent clients before a Florida court is required to have an in-state attorney sponsor them. Brent needs a Florida

attorney to sponsor him before he can represent you. Four attorneys have agreed to do so and then backed out with little or no explanation.

One attorney agreed in the morning to sponsor, but his partners found a "conflict of interest" that made him pull out the same evening. Getting a pro hac vice sponsor is usually not difficult and Brent has done it before in other courts in other States.

Fourth: Since claims were filed in mid-June last year, our focus has been on two things: 1) finding a sponsor for Brent and 2) attending to the people in our group who were attacked when the Receiver opened another case against them.

Fifth: Confidentiality is at a premium for the sake of everyone involved. Some apparently still believe that 1) Oasis was running a Ponzi Scheme (it wasn't) and 2) the Receiver is working to recover as much as possible primarily for the benefit of the investors (he is not).

While our group's strength lies in the number and diversity of its members coupled to member's willingness to work and contribute for the benefit of the whole, its weakness lies in the fact that some people within the group are not team players. This work is, of necessity, an "all for one and one for all" kind of operation, but we know that there have in the past been those whose self-interest has resulted in betrayals and serious set-backs to the larger group.

Recently, one lender was reportedly offered a settlement for 25% of his account balance. Given that there seems to be clear evidence that Oasis was operating legally, was always solvent, never missed a financial obligation to anyone, was doing exactly what was described in the Discloser Statement, and never relied on new incomes to pay obligations, etc… accepting a partial payout of what's entirely due to you – especially before there's any evidence offered that the whole amount isn't available – is like settling with a mugger who robs you at gun point and then expressing gratitude to him for taking only 75% of what you had in your wallet or purse!

Finally: There is still much work to do before all of this is agreeably resolved. You will spend more to retain counsel once we find one qualified to work with us. We don't yet know how much, but there will certainly be more cost. There is a strategy in place to recover all of your money (including attorney fees), but it will be disclosed only by its commencement and not beforehand.

If you wish to make a separate settlement with the Receiver or hire your own attorney to pursue resolution of your situation independently, just let us know that you're withdrawing from the group and we'll wish you farewell with no hard feelings. You should be aware that doing so will compromise or eliminate the 3 benefits described in the first section of this email.

Hold onto your faith

EXHIBIT 6

APRIL 9, 2021
NOTE TO ALL OASIS LENDERS

We hope you've taken some time to study the Appeal Brief we posted this past Monday. We know that it may be a challenging read, but you will find that going through it is worth the effort. You'll get a much better idea about what we're facing if you do.

Be encouraged! Evidently, no one in our group has made a separate agreement with the Receiver. That's good news because no one should accept back less than they claimed. Knowing that everyone is still with us, we can now take steps toward recovering your money. We'll also be reaching out to those who missed the opportunity to join our group last year and invite them to join us now.

As you read the Brief, you'll discover that there's no evidence Oasis was anything other than a solvent, bona fide business doing exactly what it promised to do in your Promissory Note & Agreement. It certainly wasn't operating a Ponzi scheme.

The court closed the opening case in mid-July 2019 and then extended that closure until July 21 of this year. That means that no one can use discovery in the court to find out the facts behind Oasis' actual operations. In other words, not even the attorneys for the defense could obtain evidence to prove that Mike, Ray, John, and the others are innocent, but still, the Receiver continued liquidating Company assets anyway and so far has billed the resulting assets fund (called the Receivership Estate) over a million dollars for doing so. That's your money being pilfered.

One member of our group answered the clawback complaint so that he could get discovery through that case. He sent his discovery questions in on December 18, 2020. The Receiver had 30 days to respond with answers, but to the best of our knowledge has not done so yet! That should tell you something.... Apparently, he can't answer the questions because they don't know the answers. If that's the case, then the suit against Oasis should never have been brought in the first place

because they'd need to have that information in order to have legitimately filed the complaint.

The next step for us is to officially retain Brent Allan Winters as the group's attorney. This won't be under Power of Attorney as before, but as you would if you were to retain an attorney on your own to represent you in court. Brent will provide each of you with a retainer agreement, which will allow us to move forward. He will work with a Florida-based law firm as his co-counsel in the work planned for the recovery stage. The attorneys will work out a fee arrangement and we'll raise the funding to carry their work through.

Don't panic. Though good attorneys earn $400/hour or more, the size of our group means that the personal cost to you will be a small fraction of what it would cost if you were to try to accomplish this on your own. The other side knows that, which is why they act like they do. They have almost unlimited resources – yours – to work with, and they're more than happy to pilfer the liquidated assets of the Company for as long as they can. They also know that legal work to defend against them can cost a great deal, more than the average person could possibly afford. But as a group the cost is dramatically reduced by dividing it between everyone involved. You have already benefited tremendously by being a part of this group.

To give you an idea of what we're talking about, consider this: The Receiver was hoping you would each send in your documents for his lawyers and accountants to pour through and argue about for several months. That way they'd be able to bill the liquidated assets fund at the rate of $350-450/hour (depending on which firm was doing the work). We know that some of the paperwork would have taken teams of lawyers more than a week to figure out. Others would have taken less time, but on average let's say it took them an average of five hours to settle each claim.

The lowest rate they charge is $350/hour. There were about 450 claims… so 5 x $350 x 450 = $787,500 - $60,000 = $727,500. That's the estimated amount of

money you, as a group, prevented the Receiver from pilfering from the fund by having Brent issue your claims under his P.O.A. Now you can see why the Receiver was so upset and tried to get Brent criminally prosecuted and disbarred by filing a claim against him with the Florida Bar Association, and why Brent had to hire an attorney to defend himself against those false accusations. Brent won and the Florida Bar sent out a letter exonerating him. That letter is included in the Appellants' Brief Addendum section III.

The clawback case has consumed over 1,473 hours since it opened on April 14, 2020. All the work for it was done gratis. If this work had cost just $200/hour—which is an entry fee for new attorneys or a good paralegal—, that would have run the cost up to more than $294,600 to bring the case before the Appellate Court. Fortunately, voluntary gifts kept us on track this past year and we're very grateful to those who gave us that support.

Going forward we have to put this effort onto a solid financial footing. It is impossible to continue the time and work required on a voluntary donation basis. Once the attorneys calculate what's needed to move forward, we'll put that information out for you. Thankfully, whatever that total will be, it will be manageable for everyone because it will be billed as a tiny percentage of the amount of your claim and scheduled for payment in easy installments over time.

As it has been from the start, our goal is to recover all of your money, including principle, earnings and interest, not just the 10–25% the Receiver would prefer to give up. Accomplishing that goal has never looked better than it does now.

Stay well. We'll be back in touch soon.

EXHIBIT 7

From: **The Oasis Team** helpingoasis@gmail.com
Subject: Oasis Update (4/9/21)—Note to All Oasis Lenders
Date: July 7, 2021 at 10:11 PM
To: shelutter@icloud.com

TT

Retaining Legal Representation to Recover Your Oasis Funds

NOT FOR DISTRIBUTION—YOUR EYES ONLY—REMEMBER, YOU'RE UNDER A NON-DISCLOSURE AGREEMENT

Dear Friends,

Valuable information has been uncovered through proceedings in the "clawback" case that will be very beneficial as we now shift our attention to the recovery of Oasis Lender funds. Court proceedings have so far required over 2,500 hours of voluntary work to move the case to its current, unfinished state in the 11th Circuit Court of Appeals. Had the handful of defendants in the clawback case been required to pay even a modest legal fee of $200/hour, the cost would have overwhelmed any possibility of them defending themselves. Fortunately, due to the size of the larger claims group that you belong to, modest legal fees will not prevent you from retaining counsel to represent you in court - and that's the reason for this letter.

A chronology of milestone events that have taken place in the clawback and claims cases will be forthcoming. It is hoped that these will help inform you about what has occurred since the original complaint was filed on April 15, 2019.

After Florida attorney James Sallah defected to work for the Receiver in October 2020 and the Receiver seduced London attorney Mark Handley into thinking he too would be retained (he wasn't - but his belief that he had been meant he could no longer work for you), attorney Brent Allan Winters agreed to help file lender's claims under Power of Attorney. Funds were raised for that effort - and that effort only - and Mr. Winters fulfilled his agreement by seeing to it that some 450 claims by over 500 lenders were filed by the Receiver's deadline in mid-June 2020. The work took over two months to complete with clerical organization starting in early April, and the final filing taking place in mid-June. No doubt the Receiver was hoping to debate with each lender over the amount claimed, which would have garnered him an estimated $450-500,000 in billable hours. The way in which Brent filed the claims denied him the ability to do that.

Keep in mind that whatever the Receiver or his hirelings do, they bill for their time at $350-450/hour AGAINST YOUR FUNDS, which have been accumulated into the "Receivership Estate" by the systematic liquidation of Oasis' assets - without proof that Oasis ever operated a Ponzi scheme, as claimed. Think of it this way - the liquidated asset funds are pooled into a kind of pirates' treasure chest out of which the Receiver's lawyers, experts, and other functionaries draw pay at will, without serious oversight or interruption. The more make-work they can create, the more they can draw from the account.

The clawback case was filed on April 14, 2020, and our workgroup's attention

was necessarily shifted to helping the people from this group who were targeted in that case. The Receiver hoped to add as much as $6,500,000 more to the treasure chest through the clawback claims, collected from fewer than 100 defendants... still without proof that there ever existed a Ponzi scheme, the necessity of which is required in order for there to be a basis for "clawbacks"!

If Brent Winters was to represent them, the clawback defendants needed a Florida attorney to sponsor him in the Florida court. Without success, the defendants went through no fewer than seven Florida attorneys in their efforts to obtain legal representation in the U.S. Middle District Florida Court. These were attorneys that would agree to sponsor Brent and then, shortly after agreeing, either disappear altogether never to be heard from again (1), change their mind (3), find a conflict of interest (2), or actually go through the sponsorship process only to be compelled by partners to withdraw from the case (1).

In the end, the defendants had to represent themselves through the entire lower court proceedings and on into an appeal. Whenever defendants hired their own Florida attorney to represent them individually (as some did), they invariably ended up having to settle their case and pay the Receiver or endure unsustainable legal fees. They all capitulated and paid.

Having learned that it will probably remain difficult to find a Florida attorney to sponsor Brent, we will employ other legal means to recover your funds while continuing to look for assistance in Florida if needed.

Some may have been misled by the Receiver's filing of a complaint against Brent in the Florida Bar into thinking that he is not a "real attorney" (as one person wrote). Mr.Winters is licensed in Illinois, which the Receiver knew... And he was fully exonerated by the Florida Bar Association regarding the work he did for you under Power of Attorney (**see attached link to the letter from the Bar**).

With or without a sponsor, attorneys can't work for free so it's time to officially retain Brent to legally represent you in court (which he can't do under Power of Attorney) if you want his help in recovering your funds.

Attached is the link for the Attorney-Client Representation Agreement for you to sign, have notarized, and return. That's step one.

Return the completed paperwork to:

Greg Melick
P.O. Box 165
Intervale, New Hampshire 03845-0165

Once your Agreement is received, you will be given instructions as to where to send your retainer fee—the amount of which is explained in the Agreement on pages 2-3 under Section III.

Once those two things are done, Attorney Winters will go to work for you.

Attorney-Client Representation Agreement
https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:fc7097a4-c284-4159-82f3-8334ec6506a8

Florida Bar Acquittal
https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:4db6051d-a02a-4410-9628-53df04ffbd3c

IMPORTANT:

IF YOU WISH TO RETAIN BRENT ALLAN WINTERS TO REPRESENT YOU IN THE RECOVERY OF YOUR MONEY - PLEASE RETURN THE COMPLETED AGREEMENT TO ARRIVE NOT LATER THAN JULY 23, 2021.

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

Our mailing address is:
Helping Oasis
1900 Empire Blvd
Bay Towne Plaza
Webster, NY 14580-1934

Add us to your address book

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

EXHIBIT 8

FREQUENTLY ASKED QUESTIONS ABOUT THE RETAINER-AGREEMENT

DO NOT SHARE OR DISTRIBUTE – THIS DOCUMENT IS PROTECTED UNDER YOUR NON-DISCLOSURE AGREEMENT

Q: What's the difference between the Client Fund and the Recovery Fee?

A: The Client Fund (aka the 2.5% fund) is the working capital fund used to compensate the Attorney and his helpers. Money will be drawn from that fund to pay for operating expenses and hourly work as earned.

The Recovery Fee of 10-15% is only activated UPON RECOVERY of your money. If, in the unlikely event, no money is recovered, the attorney will not be paid a recovery fee at all, but will have been paid for his hourly labors.

In the end, after recovery of your money, everything you deposited into your Client Fund, whether used or not, excepting deductions for third party and office supply costs, will be credited to you and subtracted from the Recovery Fee you then owe the Attorney for his having helped recover for you.

That means you'll pay no more than 10-15% total of the money you recover, plus third party and office supply expenses advanced by the Attorney, if any.

Q: Should a married couple sign separate Retainer Agreements or just one?

A: Just one.

Q: What if I choose NOT to retain Mr. Winters? What happens then?

A: Nothing happens until you decide on an alternative way to get your money back.

You have two obvious choices: 1) hire an attorney on your own to negotiate a settlement with the Receiver or; 2) negotiate with the Receiver yourself.

Those options will remain open to you even if you do retain Mr. Winters. See the Agreement, Section X, for the terms related to choosing to engage another attorney after you've retained Mr. Winters. See Section VI, ¶ 3 of the Agreement to understand what happens if you make an agreement with the Receiver after engaging Mr. Winters.

Q: What if I settle with the Receiver and decide later to join the group and hire Mr. Winters to recover more of my money than the Receiver was willing to give me?

A: That's not an option. If you settle with the Receiver, the amount he returns will be all you'll receive, and you cannot later hire Mr. Winters to add to it.

Q: Does the attorney need to be licensed in Florida to help us?

A: That depends on:

2. where the case is initiated – which we won't do in Florida, then no; or
3. if it requires prosecution in the Middle District Florida Court, in which case Mr. Winters will require a Florida-licensed attorney to sponsor him; or
4. if the case is in or goes into any appellate court, then no; or
5. if fund recovery is pursued through means outside the Florida District Court's jurisdiction, then no.

Q: Can Brent be our attorney if he doesn't have sponsorship?

A: With respect to the claims case, yes, for legal representation outside the courts in Florida (State and District), including appeals to the 11th Circuit Court of Appeals in Georgia, the United States Supreme Court, and any court in Illinois. There are other avenues for recovery outside the jurisdiction of the Middle District and there are other means of obtaining sponsorship in Florida that have yet to explored if we need to.

Q: If we do nothing, what does that mean? Is the group effort done?

A: If no one does anything, then yes, the group effort is done and everyone's on their own, but that's not happening.

Q: If we do nothing, will we get our money back?

A: Of course not. You'll either have to negotiate with the Receiver to get some of it back or hire an attorney to do that for you. Otherwise, the case will close and you'll get nothing.

Q: From what I understood, Brent gets 10% of our returned funds if we don't use her [sic] services to charge the per hour rate?

A: That's a misunderstanding... first of all Brent is a man and you would have to use his services to owe him anything at all.

The 2.5% Client Fund, which will be built up over the course of a year in quarterly payments, will create a defense Services Fund for the attorneys and their helpers to draw hourly pay from.

If nearly everyone contributes, we expect there will be more than enough to accomplish your recovery. Payments into the 2.5% Client Fund have been broken into 4 installments for two reasons: 1) to make it easier for everyone to pay, and 2) after the recovery work is done, there will be no need for more installments to be made, so payments could be suspended before 4 installments are needed.

The 10-15% Recovery Fee will be drawn only after recovery is completed. The amount you put into your 2.5% account (less third party and office supply expenses) will be credited to you before the 10-15% Recovery Fee is paid.

For example, suppose that by the time you are awarded your recovery of $45,000, you had deposited $2,000 in your 2.5% Client Fund and there were no deductions for third party or office expenses. Suppose too that your recovery was accomplished without going through arbitration. Then 10% of that ($4,500) will be charged your account.

Thus, you would owe $4,500 in Recovery Fee, but you have a credit of $2,000 against that because you had deposited that in your Client Fund. So, you'd only owe $2,500 in Recovery fees ($4,500-2,000=$2,500). That would be subtracted from the $45,000 total due to you, so you'd get a check for $42,500.

Q: Is there any guarantee that the money I invest to retain a lawyer will be the end of the charges?

A: We understand why it may feel like there's no end to this process - you can believe we've felt the same way from time to time.

As with every legal procedure, and as stated in the Agreement (Section IX), no one can guarantee any specific result coming out of a legal encounter. Lawsuits have literally replaced trial by combat - it's war by another means, but make no mistake, it's still a war being fought out between two adversaries.

That said, we plan to give the lenders as much information as we can to help you feel more secure that there IS a likely end in sight that favors your recovery.

Fortunately, you have the enormous benefit of being part of a large group of similarly-situated lenders. That means the attorneys and their helpers can earn their financial support by spreading it across the whole group and thus drastically reducing the individual expense.

If you had to support legal fees by yourself, the cost would likely be tens or even hundreds of times more expensive. For example, in a standard class action suit, attorneys collect 30-40% of the amounts they help recover through legal processes. You'll pay half that or less out of your recovery.

The claims process was funded by voluntary donations, which ranged from $10-5,000. That was barely sufficient to pay for the time used to process all the claims (it worked out to less than $9.50/hour), but it worked. That was a group effort at its collective best and cost each lender whatever they wanted, or could, afford to pay.

Going forward, the need to retain legal representation in order to secure your recovery, which was not necessary for the claims process, may also require hiring other lawyers to help see the case through – we don't know yet.

The fairest way to assess people for the upcoming legal work is to bill them in proportion to the amount they claimed to recover. For most lenders, that's less than $100,000, while for others it's over $1M, and for many it's under $20,000. Thus, the decision to develop a working (Client) fund based on proportional contributions.

We anticipate that if everyone contributes 2.5% of their claims, there will be enough to see the recovery process through to a desirable end. We may not even need to use it all. We'll see.

One of a Plaintiff's standard operating procedures in cases like this is to strip every defendant of an ability to defend themself. That's what happens almost every time a Receiver can separate one defendant from the others because attorney fees, being as high as they are, cause a single defendant to quickly end up spending more in legal fees than he hopes to recover from the process - which results in the Receiver getting what he wants by forcing a settlement on the defendant.

Divide and conquer. A tactic invented by Julius Caesar.

One serious drawback to working with a large group like this is that there will inevitably be individuals in it who aren't entirely trustworthy and thus they may compromise the success of the whole group by trying to work things to their own personal advantage. If you've been with us for a while, you've already seen that happen when someone shared the private webinar we gave back in March of 2020 with the Receiver. That resulted in us losing our London attorney, Mark Handley, who was set to find out if the $113M account in London actually contained Oasis funds in that amount.

Such things cost time and inhibit our forward progress. Not everyone seems to fully understand that the Receiver is NOT, nor ever was, working for the lenders – though even we started off under the assumption that he was. At this point, you need to realize that he and his associates are adversarial to your hope of maximizing the amount of funds recovered. They get paid $350-450/hour to bill AGAINST the fund that they have built up out of YOUR loans, which are now in the form of Oasis' liquidated assets.

Think of the Receivership Estate as like a treasure chest filled by pirates. The pirates raided every town and village they could and plundered everything they could lay hands on. Now what? They sit down and spend a few years divvying up the spoils. Right? All they have to do is file billable hours into the court to get a share of the treasure they collected, your treasure that is.

"We must, indeed, all hang together or, most assuredly, we shall all hang separately." – Ben Franklin

EXHIBIT 9

Oasis Lenders' Update
Tuesday, October 19, 2021

Dear Friends,

Brent, Susan, and I were expecting that the culmination of the past several weeks' work would allow us to announce this past weekend that we had secured the assistance of a capable Florida attorney to help recover your Oasis funds. Indeed, since our first contact with her on September 12th, we had worked hard to give the prospective attorney of all the details she'd need to engage with us and every sign since then led us to believe that she was committed to doing so.

There was just one problem to overcome: her hourly fee was too high. She wanted to bill you $500/hour, which is $140/hour more than the attorney fee you have agreed to. We set up a ZOOM meeting with her this past Friday morning to work through that last issue so Brent could sign a contract and we could begin the legal work in court that we need to do.

On Thursday evening, Oct. 14th, just 16 hours before we were to settle the contract, we received an email from her in which she said that she had taken on another client and therefore had no time available to work with us. Brent wrote back asking that she keep the appointment the following morning, but she declined. When he called her at the previously appointed time on Friday morning, she asked that he call again later, which he did. She declined to take any calls thereafter and we haven't heard from her since.

It would be unwise to pursue this any further. Anyone lacking the character to address our concerns directly who then avoids even minimal conversation with us after weeks of correspondence and misleading encouragements about their willingness and availability to help is not someone we would want to engage with.

This week we're back looking for the help we need in Florida to pursue recovery through the Middle District Court because that's still the shortest path to our goal.

The Second Quarterly Payment

The second quarterly payment for attorney services will not be requested until we have formally engaged the additional legal assistance we need. Since it's already late October, you probably won't be asked for your second installment until February at the earliest. That should be some good news as we move into the holiday season.

Why Is This Taking So Long?

I'm going to offer a personal answer to this frequently asked question. It's a question that I've often been asked over the past few months and one that I've meditated and prayed on so that I could give you an answer. Here it is…

As you probably know, I don't have a horse like you do in this race in that I wasn't a lender to Oasis. Many of my dearest friends and one of my siblings were, but that's not the reason I've volunteered over 3,000 hours to try to help you discover the truth and recover your funds.

It's too long a story to lay out here, but suffice to say that the events and circumstances of my life over the past 50 years left clearly unmistakable evidence that when such a time as this arose, it would be my sacred duty and obligation to respond as I am. In short, throughout my life I have been wonderfully conformed by every significant circumstance and every meaningful relationship to be here now doing what I'm doing. To a considerable degree, I can say with confidence that everyone else working on this for your benefit feels the same way and they too were shaped by their life experiences and the faith that arose in them to be here for you.

Up until late 2005, I thought of the Bible more as a repository of stories I'd learned as a child than as something able to bear fruit into my everyday life as an adult. It took the shattering dissolution of lovingly nurtured plans for the future to reawaken the inter-personal correspondence with my Creator that I'd insisted on establishing over 40 years earlier when I had yearned without ceasing for absolute proof that He existed and knew of me.

In late October 2005, with my heart in a state of absolute despondency, burdened by a grief so deep I could find no bottom to it, and feeling bereft of everything I held

meaningful and precious, I prayed for an explanation as to why such a thing had happened… and I got an answer. It was as rapid as was its form unforeseen.

Sometime around 2:30 am in the still dark morning hours that followed my desperate evening prayer, I was awakened and a quiet voice from within instructed me to open my Bible to Deuteronomy, Chapter 8. I could not have guessed why, but I turned on the light over my bed and did as I was told.

All I knew of the book of Deuteronomy at that time was that it's the 5th book of the Bible. That's it. I knew nothing more about it and only that because I'd memorized the titles of the first five books when I was a boy, probably at church.

In that book, the Lord is ushering the Israelites into the promised land after their 40 years of wandering about in the nearby desert following their escape from slavery in Egypt (modern historians have found that during all those years they were never many days walk back to the land they had feared to enter 40 years earlier). Importantly, He is reminding them of the care He had provided them through the trials of those 40 long, dry years and cautioning them to never presume in the future, despite whatever successes they might come to enjoy, that any other than He, their Creator, was the source of their provision. The full text I read that morning was:

> **8** "All the commandment which I command you this day you shall be careful to do, that you may live and multiply, and go in and possess the land which the Lord swore to give to your fathers. [2] And you shall remember all the way which the Lord your God has led you these forty years in the wilderness, that he might humble you, testing you to know what was in your heart, whether you would keep his commandments, or not. [3] And he humbled you and let you hunger and fed you with manna, which you did not know, nor did your fathers know; that he might make you know that man does not live by bread alone, but that man lives by everything that proceeds out of the mouth of the Lord. [4] Your clothing did not wear out upon you, and your foot did not swell, these forty years. [5] **Know then in your heart that, as a man disciplines his son, the Lord your God disciplines you.** [6] **So you shall keep the commandments of the Lord your God, by walking in his ways and by fearing him.** [7] For the Lord your God is bringing you into a good land, a land of brooks of water, of fountains and springs, flowing forth in valleys and hills, [8] a land of wheat and barley, of vines and fig trees and pomegranates, a land of olive trees and honey, [9] a land in which you will eat bread without scarcity, in which you will lack nothing, a land whose stones are iron, and out of whose hills you can dig copper. [10] And you shall eat and be full, and you shall bless the Lord your God for the good land he has given you.
> [11] "**Take heed lest you forget the Lord your God**, by not keeping his commandments and his ordinances and his statutes, which I command you this day: [12] lest, **when you have** eaten and are full, and have **built goodly houses and live in them**, [13] and when your herds and flocks multiply, and your silver and gold is multiplied, and all that you have is multiplied, [14] **then your heart be**

lifted up, and you forget the Lord your God, who brought you out of the land of Egypt, out of the house of bondage, [15] who led you through the great and terrible wilderness, with its fiery serpents and scorpions and thirsty ground where there was no water, who brought you water out of the flinty rock, [16] who fed you in the wilderness with manna which your fathers did not know, that he might humble you and test you, to do you good in the end. [17] **Beware lest you say in your heart, 'My power and the might of my hand have gotten me this wealth.'** [18] **You shall remember the Lord your God, for it is he who gives you power to get wealth**; that he may confirm his covenant which he swore to your fathers, as at this day. [19] And if you forget the Lord your God and go after other gods and serve them and worship them, I solemnly warn you this day that you shall surely perish. [20] Like the nations that the Lord makes to perish before you, so shall you perish, because you would not obey the voice of the Lord your God.

You might be wondering how this passage answered my prayer as it did. The parts in blue were a perfect response to the circumstances of personal devastation I was praying to have explained. The parts in bold black partially answer the question for us today as to why Oasis' circumstances have developed as they have.

The personal answer spoke directly into a conversation I had had just a couple nights before with my beloved fiancé of 4 years after she suddenly, without the shadow of a warning or any intimation of a problem, severed our engagement and shattered our relationship, claiming that it was necessary to do so in order to take exclusive responsibility for the care of her 8-year old son, whom I had always loved as my own and who loved me in return.

She said to me "God helps those who help themselves.", which is about as far from the truth as can be said. She denied God's role and Love's part in the countless manifest blessings that our time together had produced, which had brought her into the new home she was sitting in that night through the fruits of my efforts by God's grace – a beautiful home that she had never in her wildest dreams imagined she'd ever own. She denied the many, seemingly impossible blessings that we had witnessed together over the course of our 5-year relationship and claimed that the arrival in her new home was merely the inevitable consequence of simply waiting out her divorce. Her endurance through to the end was all that was required. The results were inevitable, she claimed. She denied the significance of virtually everything else that had

produced the wonderful circumstances she had been blessed with over the course of our five years together.

In short, she violated God's warnings in Deuteronomy 8:11-17. She let herself believe that she had been, and would continue to be, the source of her own provision.

That was my answer…

So how does this story of mine relate to Oasis?

First, if you've never done so yet, now would be a very good time to ask God to prove the fact of His existence to you, personally. You can set up your own test for Him. If you're sincere in knowing whether or not He's there for you, He'll answer, but the **sincerity** of your prayer **is essential**. You really must want to know the truth. Don't be afraid of it, regardless of how you've lived your life so far – He knows all about that anyway, so don't be shy. Set your conditions and ask for the proof you need. As you'll later learn, you won't be the first.

Once you ask, **expect an answer**, but don't require that it show up precisely as you imagine it should. Be alert to an answer that may require some reflection on your part, not that He simply produce something exactly as you imagine it "should" be. God is wonderfully creative in His responses, so if you have any expectations at all, expect to be surprised!

Deut. 8:18 is the part that specifically responds to the question: Why was Oasis upended? Why were the operations of this company suddenly disrupted? Why were your funds cut off so that you don't have access to them now?

It says, in part, "**You shall remember the Lord your God, for it is he who gives you power to get wealth;".** Have you done that? Have we? Is the faith that sustains our nation's people still based upon trust in God? Or did the powerful, uncompromising past faith of our forbearers help usher in such an abundance of blessings that we, their children, grandchildren, and great grandchildren have now become complacent and forgotten the true source of our nation's strength and abundance? Have we not come to believe that it's our money, and our

ability to earn it, that secures our future for us? In truth, do we not subscribe to the familiar mistaken belief that "God helps those who help themselves."? If you feel you are "needing" to have your Oasis funds restored, you've just answered my questions in the affirmative – and THAT is the reason those funds have been removed for a while.

We hear from many of you and know this be the true state of things. Some are furious that their flow of income was disrupted. Others remain seriously unsettled. One of the defendants in the case reportedly cursed God for "allowing" it to happen to him. He and others are missing the incredibly important point being made here. God NEVER allows a circumstance into our lives that is not intended to benefit our eternal life with Him. He is always intent on moving us closer to, not further from, Him. And that's how He's using the Oasis circumstances – hard as that may be to see right now.

Notice that the first part of Deut. 8:18 is a precondition for the fulfillment of a magnificent promise. It has to happen before the Lord can bring forth the blessings He always intends for us. The full text reads:

"**18** You shall remember the Lord your God, for it is he who gives you power to get wealth; **that he may confirm his covenant which he swore to your fathers, as at this day**."

At the day He is referring to the people of Israel were being delivered into the promised land of prosperity and fruitfulness that their forefathers had been guaranteed. However, the full promise of that covenant could not be wholly fulfilled if the people failed to keep their side of it by remembering the Lord their God as its source.

The whole of Jesus' ministry concerns our Creator's covenant relationship with us and informs all of us that God is ever and always loving, merciful, gracious and giving. There can be no evil that befalls us that is His doing. Those He favors are those who follow His ways and seek to be like Him. Those He comforts are those who find comfort in Him. Those He lifts up are those who surrender themselves to be uplifted by Him. It's really that simple.

What To Do Now

I learned a long time ago that when things keep getting derailed, despite everything being lined up to deliver what we've worked with relentless diligence and attention to produce, there's something going on behind the scenes that needs to be corrected before progress will be made. That's the problem we're having in our Oasis work. Something isn't aligned in the way that God requires in order for Him to restore your funds to you. To answer "what" that "something" is, it's first important to answer "why" there's something like that in the first place.

It has always been evident to some of us that there was a divine purpose behind the disruption of Oasis that had nothing whatever to do with its perfectly lawful operations. Everything we've discovered over the past two plus years bears testimony to the fact that Oasis was operating well within the law. Yet, we've watched as time and time again the courts, which are supposed to uphold that law, have repeatedly skirted it, denied, or ignored it despite countless opportunities to recognize it and help end the nightmare. Thus, the relief we're seeking lies beyond just getting the facts and the law before the courts. It lies in the secret, divine purpose for the disruption itself, which is…

God's trying to get your attention.

That's the "what" of it.

As long as the majority of people in this group fail to recognize this and give Him the attention He's asking for in the way He's asking for it, the disruptions will continue. I assure you of that. He's trying to prove something For Your Benefit, which is that He and He alone is the only reliable source of your future and of every provision that will sustain it. It's essentially important to embrace that reality and to do so now.

You can't deny that the world is undergoing a cataclysmic series of devastating and destructive changes. Even if you remove every consequence that the Oasis tribulation has brought to bear, the world is nothing at all like it

was in March of 2019, the month before the case was filed. In fact, it's nothing at all like it was throughout the balance of that year and into the next.

Today – can you rely on the government to protect you from enemies both foreign and domestic? Can you rely on the continuing stable purchasing power of the U.S. dollar while the legislature works to add another 12 thousand billion dollars to the national debt? Can you rely on the continued integrity of our national food and industrial supply chains as hundreds of tankers stand in line for months outside the ports of entry off the east and west coasts waiting to come in and unload? Can you rely upon the safety of your medical treatments when the government refuses to authorize safe, universally tested and effective therapeutics while sanctioning only lethal medications like Remdesivir, which killed 40% of everyone who took it in test trials during the Ebola outbreak while independent medical experts universally called for it to be banned forever? Can you depend on the local grocery store and restaurants to feed you and your family as their trucking supply lines are cut away, the price of fuel more than doubles, and the Administration orders farmers to turn their crops into the soil or suffer terminal punishments? Can you rely on getting the truth from a media that has consistently and openly lied to you for many years and controlled social outlets systematically refuse to allow any discussion or report that disagrees in any way with government policies? Can you rely on the continuing integrity of your community and its peaceful social coherence while over 2 million unknown, unvetted peoples from foreign countries, many of which are devoted to the destruction of our own, are allowed uninhibited free access to our land, our villages, towns, cities and every public resource? Can you depend upon our military's willingness and capacity to defend our borders when their officers and those to whom they report refuse to take responsibility for the waste of lives, trillions of dollars, 20 years, and the abandonment of fellow Americans and allies in a foreign land that is openly hostile to every fundamental principal of Western culture and faith?

No. You can't.

But you can rely on God and that's the whole point He is requiring you to understand and start doing. If we are to survive what has come forcefully into our world, we must discover how to depend on the One who made us and placed us in this time. We each are called to this moment.

While I was thinking about writing this yesterday, Mike (yes, that Mike) sent me a link to a short sermon he had just watched on this very subject. It's called, "God is Your Source" delivered by Pastor Joel Osteen. **I urge you to watch it**: https://www.youtube.com/watch?v=K9E3G6V88dI.

For the agnostics and non-believers reading this: Also, while I was reflecting on what to put into this message I unexpectedly came upon a TEDx talk that speaks directly to the issue here. I wasn't looking for it. I couldn't have. It "just showed up". But it's pertinent to the point I'm struggling to make. It's entitled, "Depression and Spiritual Awakening – Two Sides of One Door" presented by Lisa Miller. It's a personal story a scientist and wife who discovered the secret "presence", as she calls it, at work in her and her husband's life, which was denying them the ability to bear their own child – until certain very important preconditions were first met. See it here: https://www.youtube.com/watch?v=7c5t6FkvUG0

Finally, the Bible story of Gideon's victory over the invading Midianites is a perfect illustration of how God sometimes sets conditions prior to the achievement of ultimate victory. Just like we have some conditions that need to be met before we'll achieve the victory we're seeking and the restoration of your money, many people in ancient times were confronted with similar requirements for the same reason. **God wants you to know that He, and He alone is the Source of the true blessings you ask for and receive**.

Here follows the story (abridged with editorial comments. Source: https://www.whatchristianswanttoknow.com/gideon-bible-story-summary-with-lesson/) from the book of Judges 6. After this, if you're so inclined, you can

watch a full sermon on this story, which is very edifying and will perhaps be inspirational for you.

Gideon was the fifth judge over Israel in the book of Judges. He is introduced in chapter 6 of the book.

1. **Angel Messenger**

While Gideon was threshing wheat, an angel spoke to him and addressed him as a mighty man of valor. Gideon was hiding from the enemy and his response was that he came from a poor family and was not a hero.

Gideon asked that if God was for Israel, where was He now. Had God abandoned them? When the angel replied that God was sending Gideon to lead Israel into battle Gideon said that he was from a poor humble family.

Gideon knew that God could do what He said He would do. However, he asked God to prove himself several times in the story.

Altar of Baal

The first big task God asked of Gideon was to overthrow the altar of Baal that the people of Israel had erected. He was then to build an altar to God. Gideon knew he was going to make people mad when he did this. He took ten servants with him and they destroyed the altar at night so that no one knew who had done it.

The next morning it was discovered that Gideon was the one to blame for destroying their idol. The men of Israel were upset and wanted to kill him on behalf of Baal. Gideon's father said that if Baal had been a true god then Baal could kill Gideon himself, which of course didn't happen.

2. **Gideon's Fleece**

Gideon called on the men from the surrounding area to join him and build an army against the Midianites. When they came together Gideon again asked God to confirm that he was doing the right thing in preparing for war.

Gideon set out a sheepskin and asked God to make the fleece full of dew, but the ground around the fleece dry. That night the fleece was saturated while the ground remained dry. Then Gideon asked for the opposite to happen the next night. The fleece would be dry and the ground wet as proof that God wanted Gideon to proceed to mount an attack against the enemy (Judges 6:36-40)

3. **Too Many Men**

Gideon was convinced that God wanted him to lead this group of men who had gathered around him, but God told him that he had too many men. **God wanted Israel to know that it was not the might of 32,000 men that saved Israel, but God Himself**. God asked Gideon to pare down his army.

The men who were afraid to go to battle told to return home. 22,000 men left. Gideon was left with 10,000 brave men (Judges 7:2, 3).

Even though these men were brave, they were not all wise. God asked Gideon to take them down to the river and watch them drink. The number of those who drank while keeping guard of their surroundings was 300 men. The other 9,700 bowed down to the water losing sight of potential enemy attacks. God said that the 300 would become Gideon's army to fight against the Midianites (Judges 7:4-8). According to Judges 8:10 there were at least 135,000 enemy troops against Gideon's 300 soldiers.

4. **An Encouraging Dream**

Gideon and his men prepared themselves for battle. God told Gideon and his servant to go down into the camp of the Midianites to hear some encouraging news. They listened in while one soldier told his dream to another. The dream was that a great barley loaf rolled into the camp and flattened a tent. The second soldier said that the dream meant that Gideon and the Israelites would destroy the camp of Midian (Judges 7:9-14).
Gideon and his servant returned to the troops excited about what God was going to do through them.

5. Victory

Gideon's men were each equipped with a lamp and a horn. The lamp was covered in a pitcher so that its light did not shine out yet. Gideon spread out the 300 men on the hillside into 3 companies.
They crept down toward the camp. Gideon instructed them that when he blew his trumpet and broke the pitcher containing the lamp, the soldiers were to do the same. They also yelled out, "the sword of the Lord, and of Gideon."
When they all broke their pitchers and blew their trumpets (creating a great noise) the men inside the enemy camp awoke with fear. Gideon's men yelled out but did not attack. The Bible does not say that Gideon's men had any kind of weapons, only trumpets, broken pitchers and lamps (Judges 7:15-22).
The enemy soldiers began fighting those around them in their camp. Those who survived the self-inflicted battle fled to the outer regions of Israel—right into the home territory of the 30,000 soldiers who were sent home previously. These out of work soldiers then rose up and picked off the enemy army as they fled through their land (Judges 7:23-8:3).
Gideon and his 300 continued to pursue the enemy until they captured kings and princes of the enemy armies. Gideon's victory won the respect of the Hebrew nation. They wanted him to become their king and lead the country. Gideon refused saying that God would lead Israel.
Israel lived in peace and worshiped God for the next 40 years until Gideon's death (Judges 8).

6. Lessons from Gideon

Gideon learned to trust God step by step. If the angel had told Gideon that he would defeat the 135,000 person army of the Midianites with just 300 men, Gideon would have had an impossible time believing that the message really was from God. God led him step by step. Paring down the army in such a way that Gideon knew God was in control. The purpose for having such a small army was that God wanted Israel to know that it was He, and not Gideon and his men, who defeated the enemy (Judges 7:2).
What is it God wants you to do? Do you find it impossible to believe? The truth is, whatever God wants from you, it probably will be even more impossible than you could imagine. Yet, when you obey Him and trust Him each step of the way, it will make sense what He wants you to do. God is accomplishing His purposes on earth through men and women today. It is a great thing to be obedient to God and be part of His plan.

YouTube sermon on Gideon:

Part 1: The Call (Judges 6:1-32): https://www.youtube.com/watch?v=jb7CWoqnDMg
Part 2: The Battle (Judges 7:1-18) https://www.youtube.com/watch?v=_1pM55KICEs
Part 3: The Legacy (Judges 8:22-35) https://www.youtube.com/watch?v=iFjBmXsr404
Part 4: The Fleece (Judges 6:36-40): https://www.youtube.com/watch?v=ZV8tUGkSjE4

Final Prayer

Phillipians 4
[4] Rejoice in the Lord always. I will say it again: Rejoice! [5] Let your gentleness be evident to all. The Lord is near. [6] Do not be anxious about anything, but in every situation, by prayer and petition, with thanksgiving, present your requests to God. [7] And the peace of God, which transcends all understanding, will guard your hearts and your minds in Christ Jesus.
[8] Finally, brothers and sisters, whatever is true, whatever is noble, whatever is right, whatever is pure, whatever is lovely, whatever is admirable—if anything is excellent or praiseworthy—think about such things. [9] Whatever you have learned or received or heard from me, or seen in me—put it into practice. And the God of peace will be with you.

My prayer is that this message will prove a great blessing to you and yours.
May you leave it by sending up a prayer of your own that expresses heartfelt gratitude for all you are, all you have, and all you'll ever come to be, as well as thanks for bringing forth the help we need.

God bless you and keep you, this day and every day hereafter,
Greg

EXHIBIT 10

March 9, 2022

IMPORTANT NOTICE

IMPORTANT NOTICE: Today's rulings have granted the Receiver permission to pursue YOU once again. He or his office is probably going to try to contact you and to get you to accept a "settlement" agreement of some kind or another. DO NOT SPEAK WITH OR CORRESPOND with him or you may be drawn into his jurisdiction and become subject to criminal charges. The terms of every "settlement" he offers will very likely require you to concede jurisdiction to him, just like the Claims filing would have done if Brent Winters hadn't filed them under his Power of Attorney. YOU REALLY DON'T WANT THAT.

If you're accidentally caught out, refer him to your attorney, Brent Winters, and hang up.

Don't let yourself be separated from this group. Everyone who has been, found it to be VERY expensive.

Dear Friends,

This past Friday, March 4th, Mike DaCorta filed a document that established once and for all that there IS NO CASE AGAINST OASIS! **It's document number 480, which you can (and should) download and read (link provided at the bottom of this email)**.

In it you will discover the reasons why the Commodity Futures Trading Commission (the CFTC: the Plaintiff in the original case against Oasis) had no jurisdiction to file against Oasis, much less to take its property.

Mike's filing last week drilled down to the bedrock bottom of the laws that the CFTC alleged Oasis violated. As they say, the Devil's in the details and that's certainly the case here. If you find, read, and understand the definitions of the

alleged violations, you'll see that the laws *allegedly* violated weren't - so the case should be dismissed. No crime: no case.

For example, assume a Complaint *alleges* that You were operating an "unlawful casino" where people were seen "gambling", but You were actually just having a friendly game of cards among friends at Your private home. Though the Complaint may *allege* that Your private home was an "unlawful casino" and Your friends were *allegedly* "gambling", a private home doesn't fit the legal definition of a casino and Your friends weren't, by definition, "gambling".

Because the legal definitions don't fit the circumstances, the case against You must be dismissed for what is called "lack of subject matter jurisdiction" (Rule 12(b)(1)) and "failure to state a claim for which relief may be granted" (Rule 12(b)(6)). In this example, the Plaintiff fabricated an unlawful act from *appearances* by alleging things that made it *seem* to be unlawful, but because the legal definitions of the *alleged* acts and circumstances don't apply to the facts, the court CAN'T pass judgment on the Complaint - there's no "cause of action" against You or your friends for the court to judge because nothing illegal was being done.

The Complaint against Oasis falls apart on very similar grounds. The CFTC Complaint, which started this whole mess, *alleged* that the two corporations Oasis created through which to trade forex were both operating "commodity pools" and transacting "retail forex transactions", but they were not and they did not.

As you'll see by reading Doc. 480, "commodity pools" and "retail forex transactions" are legal terms defined by the statutes that the CFTC *alleged* Oasis violated. Once their definitions are discovered and applied to Oasis (they're both buried deep down in the bowels of the statute), you'll quickly see that they don't, *and never did*, apply to Oasis. Therefore, the ORIGINAL case *must* be dismissed, though that does not mean the Court will follow the law and dismiss the case.

The original case (April 15, 2019) spun off 5 other cases in this order:

1. An asset forfeiture case (April 17, 2019); and
2. A case against Joe Anile (August 9, 2019); and
3. A case against Mike DaCorta (December 12, 2019); and

4. A clawback case (April 14, 2020); and
5. A case against Ray Montie (April 14, 2020)

If the original case is dismissed (as it should be), then the cases against the Clawback defendants and Ray Montie must also be dismissed because they were both brought by the Receiver, Burton Wiand. He's the Plaintiff in each of them. If the original case is dismissed, then there is no receiver... no receiver, no plaintiff to bring charges in those two spin-off cases.

Well... the CFTC apparently didn't like Mike's clear and unmistakable demolition of their Complaint and evidently, the judge didn't feel inclined to look into the merits of his Motion to Dismiss the case, which was filed back on December 16, 2021... almost three months ago.

Today, Judge Hernandez-Covington DENIED Mike's Motion to Dismiss (the original case) on the grounds that the case has been 'stayed' (administratively closed) since July 12, 2019 - except for the Receiver's activities (he's been able to continue raiding the cookie jar all he wants ever since). She also DENIED Mike's Motion to Dismiss the Receiver, which was filed on December 2, 2021.

These rulings are strange.

The Court allowed both the Receiver and the CFTC to RESPOND to Mike's two motions. In fact, she gave the CFTC twice the amount of time allowed by rule (14 days) to make its response to the Motion to Dismiss. By doing so, she endorsed the validity of the Motion! In its Response, the CFCT again misstated the actual wording of the statute that Oasis *allegedly* violated, but the Court wouldn't allow Mike to make a Reply to the Response so he couldn't show the Court that mistake - until the opportunity to do so was afforded to him last week.

You'll read how he addressed the CFTC's abuse of statutory wording in the Notice portions of his filing last Friday.

Now there's no way to overlook the fact that the Emperor has no clothes. The Judge said she didn't have to "wade into the merits" of the Motion to Dismiss because the case was stayed at the time the Motion was filed.

But the case was also stayed when the Motion to Dismiss the Receiver was filed, yet she ruled on that today in order to allow the Receiver to proceed with his merry banditry!

This is illogical: If the STAY prevented one Motion, it should have prevented the other IN DECEMBER. So why did the Court allow them to proceed instead of denying them THEN on the same grounds she used to DENY Mike this morning?

And there's this: IF the case is dismissable under either Rule 12(b)(1) or 12(b)(6), as we believe it should be, then shouldn't the Court FIRST consider the merits of Mike's Motion to Dismiss the Case BEFORE ruling that Motion untenable based on a stay? It would certainly seem so because IF THERE IS NO CASE, then there can be NO CASE TO STAY. Right? Are we missing something here?

*** Document 180: https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:5f80154f-70a8-3412-8a68-95029c9a3914

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

EXHIBIT 11

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Re: [REDACTED]s questions re URGENT LETTER TO LENDERS (3/28)
Date: March 30, 2022 at [REDACTED]
To: [REDACTED]
Cc: Michele Utter shelutter@me.com, swinters77@nym.hush.com, Brent Winters acommonlawyer@gmail.com

Dear [REDACTED]

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

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

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

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

All the best,

Greg Melick
Paralegal for Attorney Brent Allan Winters

On 3/30/22 9:31 AM, Michele Utter wrote:

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

the Receivor.

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

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

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

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

March 28, 2022

URGENT LETTER TO LENDERS

Dear Friends,

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

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

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

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

affirmed in the first place?

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice these two phrases:

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

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

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

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

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

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

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

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

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

All the best,

The Oasis Team

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

Copyright © 2022 Helping Oasis, All rights reserved.
You are receiving this email because you opted in via our website.

Our mailing address is:
Helping Oasis
PO Box 165
Intervale, NH 03845-0165

Add us to your address book

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

EXHIBIT 12

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Re: Your Claims
Date: March 31, 2022 at 1:45 PM
To:
Cc: Michele Utter shelutter@me.com

,

We show a record of three claim submissions as attached here for your own records. If he got one, he got them all because they all went out together.

Don't stress on this, . The Receiver is way far out over his skis on this thing, as you'll soon see. In the end it won't matter what he says.

- Greg

> Begin forwarded message:
>
> **From:** om>
> **Subject:** Oasis
> **Date:** March 30, 2022 at 6:22:44 PM EDT
> **To:** Michele Utter <shelutter@icloud.com>
>
> I have two claims and . Claim was denied it also say's I withdrew double of what I did withdraw. Those numbers are not accurate. Claim was denied they said they never received the claim form. In June of 2020 I emailed Greg to make sure the claim form was in because the receiver said it was not. Greg responded that both of my claims and my mothers claim was submitted. I trust that everything on our end is right. I'm just very nervous when I pray I still have $190,000 there and they tell me I have $0. Thanks for everthing.
>
> Thank you

--
Greg Melick
Office: (60 70
Cell: (978) 5

NOTE: I send NO mass emails, only private messages or responses. I respect your privacy and wish to preserve my own. *If you do not wish to receive emails from me, please click this link unsubscribe and your address will be removed*

-Claim.pdf

-claim1.pdf

-Claim2.pdf

EXHIBIT 13

THE UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES
TRADING COMMISSION,

Plaintiff,

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

OASIS INTERNATIONAL
GROUP, LTD, ET AL

Defendants,
and

MAINSTREAM FUND
SERVICES,INC., ET AL.,

Relief Defendants.

__________________________/

BENEFICIARY'S NOTICE AND OBJECTION TO RECEIVER'S CONTINUED OPERATIONS IN THE ABSENCE OF DISCOVERY, HEARING, AND FINAL JUDGMENT

---

1. Comes now , presumptive Beneficiary ("Claimant") of the Receivership Estate Constructive Trust ("the Trust") to Notice and Object to the Receiver's continued operations absent discovery, hearings, and a final judgment, including settlement proffers and premature distribution of Trust funds.

2. One's standing as Presumptive Beneficiary in this Objection derives from the Court's determination that certain claimants in the class of which I am a member are given a preferential advantage as qualified beneficiaries of the Receivership Estate Constructive Trust over Oasis International Group, Ltd. (OIG) and Oasis Management, LLC (OM).

3. Since there has been no discovery, hearing, nor date-certain final judgment, a qualified beneficiary in the instant case cannot be identified under Florida's Trust Code because a beneficiary's qualifications under that Code derive from a date-certain determination of a beneficiary's qualifications.

4. At least two potentially qualified beneficiaries of the Trust now exist: the company creditors (presumed beneficiaries—claimants) and Oasis International Group, Ltd. ("OIG") and Oasis Management, LLC ("OM").

5. On 15 April 2019, in an *ex parte* hearing, this Court granted a statutory restraining order to Plaintiff, freezing Defendants' assets, ordered immediately upon the filing of the case and to last for the duration of the Temporary Receivership, that is, until 30 April 2019. (Doc. 7, ¶ VII).

6. On 30 April 2019, a preliminary injunction and stay of litigation in the instant case was ordered. (*See* Docs. 43 & 44).

7. On 30 April 2019 (Doc. 42) and again on 23 May 2019, (Doc. 66), a statutory restraining order ("SRO") (Doc. 7) as to Defendants Montie, Haas, and Satellite Holdings was extended.

8. On 7 July 2019, Defendants Montie, Haas, and Satellite Holdings were ordered to participate in mediation with respect to the SRO.

9. On 11 July 2019, this Court granted Plaintiff's Motion (Doc. 172) for preliminary injunctions against Montie, Haas, Satellite Holdings, and Francisco Duran.

10. On 12 July 2019, this Court granted the United States of America's Motion to Stay (Doc. 149), which stay has been serially renewed and remains in place.

11. Claimant objects to the Court's grant of the statutory restraining Order ("SRO") to Plaintiff, Commodities, Futures, Trading Commission ("CFTC").

12. The Court erred in assuming, without evidence of material facts, that OIG and OM operated a "commodity pool" pursuant to 7 U.S.C. 1a(10).

13. The Court erred in assuming, without evidence of material facts, that the claimants were pool participants.

14. The Court erred in assuming, without evidence of material facts and in the teeth of the facts shown, that OIG and OM operated a Ponzi scheme.

15. The Court abused its discretion by granting the Injunction without the Plaintiff showing any irreparable injury.

16. The Receiver, as fiduciary of the Receivership Estate Trust, has duties to all participants (including beneficiary-claimants) in the instant case.

17. Moreover, the Receiver, as an attorney, has ethical duties to presumed beneficiaries.

18. This presumed Beneficiary has standing in the instant case because, “a beneficiary's equitable interest allows her to “maintain a suit” to “compel the trustee to perform his duties,” to “enjoin the trustee from committing a breach of trust,” to “compel the trustee to redress a breach of trust,” and to “remove the trustee.” *Thole v. U. S. Bank*, 140 S. Ct. 1615, 1629 (2020).

19. Through proffer of a settlement to presumed Beneficiaries, the Court is prematurely designating qualified beneficiaries of the Receivership Trust.

20. If, after trial, OIG and OM are found to be at fault, then the Court may find that company creditors are qualified beneficiaries.

21. If after discovery, the case against OIG and OM is dismissed, then those companies may be deemed the qualified beneficiaries of Trust funds realized from the liquidation of their assets.

22. Beneficiary objects to the Receiver’s illegitimate and premature offer of Trust funds in any part going to any claimants within the group.

23. “The title to the property in receivership continues in the owner/defendant/debtor whose property is in the receivership until divested by court order, including a court-sanctioned sale by the receiver.” *McGee & Parker, Basic Receivership Law/Concepts*, p. 4.

24. It is an abuse of discretion for the Court to grant the Receiver full operations, including but not limited to, liquidation and dispersal of any part of the Trust property to any party prior to discovery, hearing, and final judgment in the case out of which the Trust arose.

25. Accordingly, this presumptive Beneficiary objects to the distribution of the Receivership Estate without the Receiver first meeting his entire fiduciary obligation to all parties concerned by providing a comprehensive itemized Income Statement respecting the Trust's holdings and all expenses of any kind associated with it.

26. Moreover, this presumptive Beneficiary objects to the disposal of the Trust in any part, prior to final judgments in the criminal trial of Michael J. DaCorta (case no. 8:19-cr-00605) and in the instant case.

27. Premature distribution of Trust funds, further, will cause irreparable injury to presumed Beneficiaries.

28. For the foregoing reasons, this Court erred in thoroughly denying due process with respect to determining the final disposition of beneficiaries' various properties, which, consequentially remain suspended as regards their final disposition within the Trust.

Memorandum of Law

29. The purpose of an injunction is to prevent irreparable damage or injury.

30. The Irreparable-Injury Rule is found in the States and the federal courts at common law.

31. This Court has rejected the argument that "a plaintiff automatically satisfies the injury-in-fact requirement whenever a statute grants a person a statutory right and purports to authorize that person to sue to vindicate

that right." *Spokeo, Inc.* v. *Robins*, 578 U. S. ––––, ––––, 136 S.Ct. 1540, 1549, 94 L.Ed.2d 635 (2016); see *Raines v. Byrd*, 521 U.S. 811, 820, n.3, 117 S.Ct. 2312, 138 L.Ed.2d 849 (1997). The Court has emphasized that "Article III standing requires a concrete injury even in the context of a statutory violation." *Spokeo*, 578 U. S. at ––––, 136 S.Ct., at 1549.

Thole v. U. S. Bank, 140 S. Ct. 1615, 1620-21 (2020).

32. In 2006 the U.S. Supreme Court reaffirmed the Irreparable Injury Rule in *eBay v. MercExchange*, 547 U.S. 388 (2006), a case in which the Court announced a test for injunctive relief that required, among other things, that the plaintiff **prove** "it has suffered an irreparable injury". (bold and underline added added).

33. When the Court sanctioned Receiver sales of Defendant properties, liquidated funds accruing from those sales were reposed in the constructive trust known as the Receivership Estate, which arose out of presumed fraudulent misappropriation(s) by Defendants. (See *Mitsubishi Int'l. v. Cardinal Textile Sales*, 14 F.3d 1507, 1518 (11th Cir. 1994); *Securities Exchange Comm. v. Aquacell Batteries*, No. 6:07-cv-608-Orl-22DAB, at *4 (M.D. Fla. Sep. 19, 2008); *In re Fin. Federated Title and Trust, Inc.*, 347 F.3d 880, 891 (11th Cir. 2003).

34. Florida law recognizes that "a trust beneficiary also may sue a trustee for breach of trust". *Berlinger v. Wells Fargo, N.A.*, Case No: 2:11-cv-459-FtM-29CM at *34 (M.D. Fla. 25 Feb. 2016).

35. Paragraph 1 of the 27 August 2015 Securities and Exchange Commission's Investor Bulletin: 10 Things to Know About Receivers, states: "A receiver has a fiduciary duty to stakeholders and the court".

36. In 2016, this court held:

> Generally Florida law recognizes that "a trust beneficiary also may sue a trustee for breach of trust." *Weiss v. Courshon*, 618 So. 2d 255, 257 (Fla. 3d DCA 1993). In a variety of circumstances Florida cases have found that a trust beneficiary with only a contingent interest has standing to sue the trustee for mismanagement of the trust resulting in diminution of the trust assets. *Rickard v. McKesson*, 774 So. 2d 838 (Fla. 4th DCA 2000); *Richardson v. Richardson*, 524 So. 2d 1126 (Fla. 5th DCA 1988); *Brogdon v. Guardianship of Brogdon*, 553 So. 2d 299 (Fla. 1st DCA 1989); *Smith v. Bank of Clearwater*, 479 So.2d 755 (Fla. 2d DCA 1985).

Berlinger v. Wells Fargo, N.A., Case No: 2:11-cv-459-FtM-29 CM, at *34 (M.D. Fla. 25 Feb. 2016).

37. In 2020 the Supreme Court of the United States found that

> Petitioners' equitable interest finds ample support in traditional trust law. "The creation of a trust," like the one here, provides beneficiaries "an equitable interest in the subject matter of the trust." Restatement (Second) of Trusts § 74, Comment a , p. 192 (1957); see *Blair v. Commissioner* , 300 U.S. 5, 13, 57 S.Ct. 330, 81 L.Ed. 465 (1937). Courts have long recognized that this equitable interest gives beneficiaries a basis to "have a breach of trust enjoined and . . . redress[ed]." *Ibid*.; see also *Spokeo*, 578 U. S., at ––––, 136 S.Ct., at 1549. That is, a beneficiary's equitable interest allows her to "maintain a suit" to "compel the trustee to perform his duties," to "enjoin the trustee from committing a breach of trust," to "compel the trustee to redress a breach of trust," and to "remove the trustee." RESTATEMENT (SECOND) OF TRUSTS § 199 ; *see also id*., § 205 (beneficiary may require a trustee to restore "any loss or depreciation in value of the trust estate" and "any profit made by [the trustee] through the breach of trust.").
>
> A beneficiary has a concrete interest in a fiduciary's loyalty and prudence. For over a century, trust law has provided that breach of "a fiduciary or trust relation" makes the trustee "suable in equity." *Clews*

> *v. Jamieson* , 182 U.S. 461, 480–481, 21 S.Ct. 845, 45 L.Ed. 1183 (1901). That is because beneficiaries have an enforceable "right that the trustee shall perform the trust in accordance with the directions of the trust instrument and the rules of equity." *Bogert & Bogert* § 861 ; *see also* Restatement (Second) of Trusts § 199 (trust beneficiary may "maintain a suit" for breach of fiduciary duty).
>
> That interest is concrete regardless whether the beneficiary suffers personal financial loss. A beneficiary may sue a trustee for restitution or disgorgement, remedies that recognize the relevant harm as the trustee's wrongful gain. Through restitution law, trustees are "subject to liability" if they are unjustly enriched by a "violation of [a beneficiary]'s legally protected rights," like a breach of fiduciary duty. RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 1, and Comment a, p. 3 (2010). Similarly, disgorgement allows a beneficiary to "stri[p]" the trustee of "a wrongful gain." *Id.*, § 3, Comment a , at 22.

Thole v. U. S. Bank , 140 S. Ct. 1615, 1629 (2020).

38. The Florida District Court of Appeals clarified what a "constructive trust" is and that one arises, as alleged here, "in a situation where there is a wrongful taking of the property of another."

> A constructive trust is an equitable remedy available "in a situation where there is a wrongful taking of the property of another"; *Abele v. Sawyer*, 750 So.2d 70 (Fla. 4th DCA 1999) or "when a confidential relationship has been abused." *Hutson v. Brooks*, 646 So.2d 276, 277 (Fla. 2d DCA 1994). "The trust is "constructed" by equity to prevent an unjust enrichment of one person at the expense of another as the result of fraud, undue influence, abuse of confidence or mistake in the transaction that originates the problem." *Wadlington v. Edwards*, 92 So.2d 629, 631 (Fla. 1957) (citation omitted). A constructive trust may be imposed against a recipient of funds who has not engaged in the wrongful conduct that justifies the imposition of the trust. See *Browning v. Browning*, 784 So.2d 1145, 1148 (Fla. 2d DCA 2001).

Joseph v. Chanin, 940 So. 2d 483, 487 (Fla. Dist. Ct. App. 2006)

39. In *SEC v. Aquacell*, this Court affirmed the Florida Court of Appeals'

holding:

> As this Court recognized with respect to other property in this Receivership, the purchase of property with Aquacell [defendant's] funds renders the property receivership property, and subjects it to an equitable lien or constructive trust. (*See* Doc. No. 161, citing *In re Financial Federated Title and Trust , Inc.*, 347 F.3d 880, 887 (11th Cir. 2003) (equitable lien imposed on property purchased with fraudulently obtained funds).

Securities Exchange Comm. v. Aquacell Batteries, No. 6:07-cv-608-Orl-22DAB, at *4 (M.D. Fla. Sep. 19, 2008).

40. On two separate occasions, the 11th Circuit Court of Appeals further clarified the doctrine and applicability of constructive trusts in conformity with the instant case:

> [1] The doctrine of constructive trusts is a recognized tool of equity designed in certain situations to right a wrong committed and to prevent unjust enrichment of one person at the expense of another either as a result of fraud, undue influence, abuse of confidence or mistake in the transaction. *In re Powe*,75 B.R. 387, 393 (Bankr. M.D.Fla. 1987).
>
> Before one can successfully impress a constructive trust, there must be an identifiable res on which the trust can be impressed. If the original res no longer remains, but is transformed into a different form, it is the burden of the party seeking to impress a constructive trust to trace the property to specific funds before it can prevail. *In re Powe*,75 B.R. at 393.

In re Fin. Federated Title and Trust, Inc., 347 F.3d 880, 891.

> [2] [A] constructive trust is deemed to arise at the time of a fraudulent misappropriation. . .
>
> The constructive trust, a creature of equity, is the "formula through which the conscience of equity finds expression." 5 AUSTIN W. SCOTT, LAW OF TRUSTS § 462 at 3413 (3d ed. 1967) (citation omitted). Indeed, a widely accepted definition holds that "[a] constructive trust arises where a person who holds title to property is subject to an

> equitable duty to convey it to another on the ground that he would be unjustly enriched if he were permitted to retain it.". *Id.*

Mitsubishi Int'l. v. Cardinal Textile Sales, 14 F.3d 1507, 1518 (11th Cir. 1994).

CONCLUSION

41. Beneficiary will be irreparably harmed by the Court's grant of Receiver's continued operations. The Court has erred abusing its discretion in assuming that Claimants are now qualified beneficiaries over OIG and OM since—to date—there has been no discovery, or hearings, or trial. Thus, there are no facts upon which to show irreparable injury and the lawful grant of a SRO (now in place since 12 July 2019)—only presumptions.

Respectfully submitted:

Date: ________________ By

/s/__________________________________ , *In Propria Persona*
Street: ____
City: ____
State:_____________ Zip Code: ___________________________
Email: ____

To the best of one's knowledge, information, and belief, presumptive Beneficiary has fully complied with the provisions of the Federal Rules of Civil Procedure Rule 11(b).

CERTIFICATE OF SERVICE

I, , filed the foregoing with the Middle District of Florida through the e-filing system afforded on the court's website (https://apps.flmd.uscourts.gov/cmecf/filings.cfm) or by other means to the address below:

Clerk of the Court
Sam M. Gibbons United States Courthouse
801 North Florida Avenue
Tampa, Florida 33602

Ph: (813) 301-5400

The clerk will send a copy to the following persons and such other parties as appropriate:

Michael J. DaCorta, *pro se*
J. Alison Auxter (CFTC)
A. Brian Phillips (for Satellite Holdings Co. and John J. Haas)
Mark L. Horwitz (for Raymond P. Montie, III)
Francisco "Frank" L. Duran
Christopher Walker (for Mainstream Fund Services, Inc.)
Peter John Grili (Mediator)
Eric Ryan Feld (for Burton W. Wiand)
David W. A. Chee (Movant-United States of America)

Date: Respectfully By

/s/ ___________________ , *In Propria Persona*

EXHIBIT 14

From: **Greg Melick** tradinggraces@use.startmail.com
Subject: Reply to [redacted]
Date: April 16, 2022 at 2:25 PM
To: [redacted]
Cc: Michele Utter shelutter@me.com, swinters77@nym.hush.com, Jason McKee jmckee573@gmail.com

Dear [redacted],

First, you are not required to submit the Notice & Objection if it makes you feel insecure. Failure to do so will not likely jeopardize you in any way. At this point about 150 fellow lenders have done so already, if that helps assure you.

"in propria person" means in your proper person - therefore not represented by someone else. Unless you live in the Middle District Court's area of authority, you are not in that court's jurisdiction. The receiver has no jurisdiction. He has only so much authority as the court allows and the court cannot allow what it cannot do itself, which is to reach out beyond its jurisdiction to bring charges against a lender for having filed a mere notice and objection to its proceedings.

You can look up the case law citations if you like. They can usually be found via Google Scholar, or just type a few lines from them into your browser's url and the case will probably show up in full. Or, better, type in the case name.

The fact that you file something written, dictated, or suggested by a lawyer presents no problem. You are perfectly entitled to seek, find, and apply the advice and or assistance of an attorney, just as you might seek the advice of a friend. No legal jeopardy attaches to your exercise of that right.

The receiver can try anything he likes, but he'd be made a laughing stock if he tried to sue his beneficiaries for objecting to his misbehavior, which would give them a wonderful opportunity to expand upon his unlawfulness.

We hope this gives you some peace in response to your questions.

On 4/16/22 12:48 PM, M che e Utter wrote:

> Th s s beyond my scope to answer. I eave t up to one of you, that s, f you want to :) .
>
> ---------- Forwarded message ---------
> From: [redacted]
> Date: Sat, Apr 16, 2022 at 11:18 AM
> Subject: Re: ADDITION! THIS NEEDS YOUR IMMEDIATE ATTENTION!! (4/13)
> To: M che e Utter <he p ngoas s@gma .com>
>
> I tru y apprec ate a that you are do ng for us.
>
> I do have some quest ons.
>
> As to the object on not ce and do ng th s " n propr a persona" I am wonder ng f th s br ngs ab ty on myse f? If I were to be ca ed to the court I wou d have no know edge to br ng. Th s document s obv ous y wr tten by a awyer and I can't vouch for the case aw presented. Isn't the court go ng to see th s as a awyer wr t ng documents for a group of peop e but not c a m ng to be the r awyer? W that br ng us nto ega jeopardy?
>
> I am just th nk ng from the s de of the judge and what they w th nk.
>
> I cou d a so see the rece ver try ng to sue h s benefic ar es or at east make the r ves m serab e.
>
> I just want to be aware of what ram ficat ons th s may br ng on me f I send th s n?
>
> By the way tru y apprec ate a you are do ng to he p us and you guys are amaz ng.
>
> On Thu, Apr 14, 2022 at 11:09 AM M che e Utter <he p ngoas s@gma .com> wrote:
>
> > No - we are good to go w th th s!
> >
> > On Thu, Apr 14, 2022 at 12:01 PM [redacted] <[redacted]> wrote:
> >
> > > Ok. But won t the str kethrough make the form a tered, therefore vo d?
> > >
> > > On Thu, Apr 14, 2022 at 9:20 AM M che e Utter <he p ngoas s@gma .com> wrote:
> > >
> > > > Abso ute y - str ke out s there so t does not put us under h s jur sd ct on per Brent, our attorney.
> > > >
> > > > On Thu, Apr 14, 2022 at 8:46 AM [redacted] wrote:
> > > >
> > > > > Ok. Thank you.
> > > > >
> > > > > W the str keout of " n the state of F or da" be cons dered an a terat on of the form th s make t nu and vo d?
> > > > >
> > > > > The rece ver says t can't be a tered.
> > > > >
> > > > > Shou d I s gn above the str ke through?
> > > > >
> > > > > On Thu, Apr 14, 2022 at 7:38 AM M che e Utter <he p ngoas s@gma .com> wrote:
> > > > >
> > > > > > Because he s not "represent ng" anyone before the court n th s process, because t's not someth ng that's be ng done before the court, but rather at the d rect on of the Rece ver.
> > > > > >
> > > > > > On Thu, Apr 14, 2022 at 12:10 AM [redacted] wrote:
> > > > > >
> > > > > > > P ease exp a n why we wou d check "no" that Brent W nters s represent ng me?
> > > > > > >
> > > > > > > On Wed, Apr 13, 2022 at 7:43 AM The Oas s Team <he p ngoas s@gma .com> wrote:

April 13, 2022

IMPORTANT ADDITION TO YESTERDAY'S EMAIL:

Under Part II (below), **which MUST be postmarked by tomorrow**:
- The link actually has 2 forms (4 pages total)
- **Please make sure on the first form (the Declaration) that the date is correct once you print it out.** We are hearing that, for some reason, the date changes when people go to print it (if they have typed the information in). We are referring to page 2 where it says (under number 1), "I make this Declaration on ______________."
- **Regarding your signatures.** You MUST sign at the bottom of page 2 on the Declaration form; and you MUST sign at the bottom of page 2 on the Personal Verification Form.

Thank you!
The Oasis Helper Group

April 12, 2022

Dear Friends,

This is an **EXTREMELY IMPORTANT AND TIME-SENSITIVE MESSAGE**. Please read it and then contact everyone you know who is in our group to make sure that they have read it too!

Part I is due ASAP. However, Part II is paramount, so please do Part II first as the deadline to have this postmarked is this Thursday (4/14)! postmarked is this Thursday (4/14)!

PART I—Do This ASAP

To be sure that you can recover everything owed to you, you **must** file the Notice & Objection provided at the links below per our email of April 10 and amended yesterday. The corrected forms can be downloaded at these new links:

- Instructions to Download Objection: https://www.dropbox.com/s/3g9x4gw57yka6g9/Instructions%20to%20Download%20Objection.pdf?dl=0
- Beneficiary's Notice and Objection: https://www.dropbox.com/s/6m91wmshmzyo8r6/Beneficiary%27s%20Notice%20and%20Objection.pdf?dl=0

IF (big if) it should become necessary to appeal a decision of the lower court, you **must** have on record your objection to the Receiver's activities.

This is especially true if the Receiver has placed you in either the "Allowed In Part" or "Denied" claim group. YOU are the only one who knows what group he put you in. You will find out by looking at his March 25th letter, which will have a number assigned to you on it. Look at the groups below to find out which group you're in:

- Claims 1-271 **Allowed** (https://www.oasisreceivership.com/wp-content/uploads/2022/03/Doc.-439-1.pdf)
- Claims 272-700 - **Allowed in Part** (https://www.oasisreceivership.com/wp-content/uploads/2022/03/Doc.-439-2.pdf)
- Claims 701-774 - **Denied** (https://www.oasisreceivership.com/wp-content/uploads/2022/03/Doc.-439-3.pdf)

If you want to read the Receiver's explanation for why he categorized you as he did, click on the link next to your Claim Group above)

PART II—Deadline is This Thursday for Postmark (4/14)

Amanda, at the Receiver's office, said today that signing the Personal Verification Form (attached) will NOT prevent you from receiving more funds if they become available after you accept payment from the Receivership Estate for part of what's owed you. This is good news, except that she would not give us that promise in writing.

Since there's a deadline approaching (Thursday, 4/14/22), and we would like to stand on her verbal assurance so you can possibly get some money back, Brent drafted a cover letter/Declaration for you to ATTACH (Staple) to the Receiver's Personal Verification form.

Download the Declaration and Personal Verification Form here: https://www.dropbox.com/s/3c3p2f21gaxc5zf/Personal-Verification-Form.pdf?dl=0

You can type into the following fields using any application that will open an Adobe Acrobat File:

- Declaration of __________ (Full name)
- I, ___________________ (Full name)
- this Declaration on _____________ (date: mm/dd/yyyy)
- Verification #1. (your name as it appears on your claim)
- Verification #3. (your current address, if different from the one on your claim)

All other lines need to be signed by hand.

All 4 Pages need to be filled out for EACH OF YOUR CLAIMS.

Staple the 4-page set(s) together. Mail your set(s) to each of the following addresses via PRIORITY MAIL (keep your receipt for proof of delivery) to:

Burton W. Wiand, Receiver
c/o Maya M. Lockwood, Esq.,
Guerra King P.A.
The Towers at Westshore
1408 N Westshore Blvd.
Suite 1010
Tampa, Florida 33607

AND to:

Clerk of the Court
Sam M. Gibbons United States Courthouse
801 North Florida Avenue
Tampa, Florida 33602

Ph: (813) 301-5400

If you need help with this, call:

• Jason McKee: (618)[redacted]-[redacted]47
• Dave Lipinczyk: ([redacted]

Stay Well,

The Oasis Helper Group

P.S. If you receive a call from the Receiver, do NOT respond. If he catches you unawares, tell him to contact your attorney, Brent Winters.

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

Our mailing address is:
Helping Oasis
PO Box 165
Intervale, NH 03845-0165

Add us to your address book

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

EXHIBIT 15

From: **Michele** oasishelpers@oasisreplevin.net
Subject: Re: Fwd: Call Received from Receiver Today
Date: August 22, 2022 at 8:44 PM
To: [redacted]
Cc: Michele Utter shelutter@icloud.com, Jason McKee jmckee573@gmail.com

Well done, [redacted] You did precisely the right thing. They know perfectly well that Brent Winters is your attorney and that if they have any questions about your claim, they should be directed to him. Other than that, you may have nothing to say. They were fishing for negative lender testimony to use against Mike DaCorta in his criminal trial - even though they have nothing to do with that case!

- Greg

On 8/22/22 8:05 PM, Michele Utter wrote:

> ---------- Forwarded message ---------
> From: [redacted]
> Date: Thu, Jun 23, 2022 at 3:09 PM
> Subject: Call Received from Receiver Today
> To: <helpingoasis@gmail.com>
>
> Good afternoon,
>
> I received a call today from an attorney at Guerra King. It was a woman and I didn't get her name.
>
> I let her know that I could not speak with her and referred her to Brent. She was still speaking as I disconnected the call.
>
> Thanks,
>
> [redacted]
>
> ---
>
> **From:** The Oasis Team <helpingoasis@gmail.com>
> **Sent:** Saturday, April 30, 2022 7:15 PM
> **To:** [redacted]
> **Subject:** New Oasis Website (4/30)
>
> April 30, 2022
>
> Dear Friends,
>
> At last, our Group's own website, packed with information about all 7 of the Oasis cases, is up and running. We invite you to go and explore it for yourself.
>
> Rumors are spreading across the internet about the current trial in Tampa. We'd like your help in correcting any false reports about Mike or Oasis activities that you might find. This is very important. We're a large "army" that can combat any falsehoods if we all pitch in.
>
> Go to: https://oasisreplevin.net to explore the truth and let us know about anything you discover that may need our attention. The last thing we want is for misinformation to find its way to jury members and pollute the good work that's been done over the past two weeks by Mike's defense attorneys. Things have gone well in the trial. Let's not allow it to be derailed now. The trial is due to end this coming Wednesday.
>
> The truth must prevail! Please help us get it out there.

From here on, please start using our new email address (OasisHelpers@oasisreplevin.net) for any correspondence you might have. Michele will be out of town from May 5th through the 10th. If you send correspondence during that time she will be checking all emails after she gets back - thank you.

Have a great weekend,
The Oasis Helper Group

PS: Quarterly payments for our Oasis legal operations are abated until further notice. Those who did not make the 2nd quarterly payment are requested to do so if possible.

Copyright © 2022 Helping Oasis, All rights reserved.
You are receiving this email because you opted in via our website.

Our mailing address is:

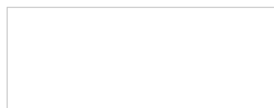
Helping Oasis

PO Box 165

Intervale, NH 03845-0165

Add us to your address book

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



Virus-free. www.avg.com

EXHIBIT 16

From: **Michele** oasishelpers@oasisreplevin.net
Subject: Re Correspondence with Receiver
Date: August 24, 2022 at 7:18 AM
To:
Cc: BrentAllanWinters@nym.hush.com, Michele Utter shelutter@icloud.com, Jason McKee jmckee573@gmail.com

,

We have recorded your correspondence with the receiver. Thank you following up on that with his office.

In actuality, there was never a need for him to demand an new Personal Verification Form from you or anyone else in our group. On June 10, 2020 your claim (copy attached) was filed by Attorney Brent Winters on your behalf. You will notice that you digitally signed the original claim, which was legal verification enough, but in addition to that Brent manually signed it as well under authority of his Power of Attorney.

We believe the Receiver was merely padding his account for more billable hours by demanding an unnecessary and redundant [re]verification of claims this past April. We'll make the appropriate arguments in court if it becomes necessary to do so in order to recover what is due you.

Be well,

Greg Melick
paralegal for Attorney Brent Allan Winters

> ---------- Forwarded message ---------
> From: <>
> Date: Thu, Jul 14, 2022 at 2:19 PM
> Subject: Fwd: Letter to Receiver
> To: helpingoasis@gmail.com <helpingoasis@gmail.com>
>
> I was advised by receiver office that I missed the deadline for submitting my information.
>
> I wanted to send these copies of letters I sent to the receiver. I missed sending in information on time but explained the reason why. Just wanted to make you aware of this.

EXHIBIT 17

From: [redacted]
Subject: Fwd: IMPORTANT: Keep Faith with Those Who Depend on You
Date: March 16, 2024 at 8:52 PM
To: Rob Utter rob@taxrebatespecialists.com, Michele Utter shelutter@icloud.com

Hey guys – just got another email from Greg. Making it look like it's coming from Michele. Wanted you to be aware.

He's out of his mind – we never signed anything with a notary present regarding an agreement

[redacted]

Sent from my iPhone

Begin forwarded message:

> **From:** [redacted]
> **Date:** March 16, 2024 at 8:42:26 PM EDT
> **To:** [redacted]
> **Subject: Fwd: IMPORTANT: Keep Faith with Those Who Depend on You**
>
> Sent from my iPhone
>
> Begin forwarded message:
>
>> **From:** Michele <oasishelpers@oasisreplevin.net>
>> **Date:** March 14, 2024 at 1:27:32 PM EDT
>> **To:** [redacted]
>> **Subject: IMPORTANT: Keep Faith with Those Who Depend on You**
>>
>> The Trust, LLT
>> P.O. Box 626
>> Elkville, IL 62932
>> Email: oasishelpers@oasisreplevin.net
>>
>>
>>
>>
>> March 14, 2024
>>
>> Dear [redacted]
>>
>> It is with sadness that we must again ask you to honor the financial commitment you made on 15-Jul-21 when you signed a legally enforceable notarized Attorney-Client Representation Agreement with Attorney Brent Winters. By not paying the 2.5% as promised, our legal operations will remain in debt and at risk of being unable to finish the work, which would turn many years of very hard work into a total loss for everyone except those who instigated the mess in the first place.
>>
>> On page 3 of your Agreement it reads, "*A retainer fund will be established with Client contributions ("Client Fund") equal to 2.5% of the sum claimed by Client and lodged with the Receiver." "Payments into Client's Fund shall be made in four equal amounts equivalent to 25% (0.25) of the 2.5% total. The first installment shall be paid*

upon execution of this Agreement and dated from the first day of August 2021 or of the month following the month in which this Agreement is made, with three subsequent (quarterly) payments paid thereafter at 90-day intervals, until the whole 2.5% total is deposited."

We've been standing by you through this tough challenge and we're not planning to give up until we get the job done. The appeal now under way puts you in a far better position than before when the case was stuck in the Middle District of Florida courts. As per your Agreement, Brent has brought on board one of the top appellant attorneys in the U.S. to bring the case before the 11th Circuit Court of Appeals in Atlanta where we're confident he will win.

We're fighting to get back every dollar you should have earned from your investment in Oasis if it had not been burglarized by the government.

What does that mean? Well, you were making a minimum of 1% per month on your investment, which compounds to a little more than the 12% annual return that Oasis promised – 12.682503% annually, to be exact.

Let's use that to calculate what we're working to recover for each $100,000 invested as it should have accumulated earnings year after year. Because the funds were not available to you, the figures assume that the annual returns would be reinvested year after year. The end-of-year figures are:

1. (April 15, 2020) $112,683
2. (April 15, 2021) $126,973
3. (April 15, 2022) $143,077
4. (April 15, 2023) $161,223
5. (April 15, 2024) $181,670
6. (April 15, 2025) $204,710
7. (April 15, 2026) $230,672

Though the attorneys have been paid, the non-lawyers have put in over 6,880 hours of work without pay and are still going strong. According to the Rate Schedule in your Agreement, here's an estimate of what the team has earned but hasn't been paid yet.

- Paralegals: $679,900
- Clerical: $156,600
- Bridge Loan: $40,000 (for appeal attorney)

Since those who promised to fund us didn't come through, we had to borrow $80,000 from a lady in our group to pay the appeals attorney in time to meet court deadlines. We still owe half of that loan today, and we can only pay her back if you honor your obligation.

We agreed to work for you based on the Agreement you signed with Attorney Winters. We're kind of like a movie crew hired by a team of producers like you to make a film. The crew that made *The Greatest Showman* worked tirelessly behind the

make a film. The crew that made *The Greatest Showman* worked tirelessly behind the scenes for 7 years before it hit theaters. For nearly all that time they didn't know if their hard work would pay off, and right now, we don't either. We're waiting to see while continuing to work toward our goal of seeing your investment fully restored.

You're a key part of all this. We're now in a much, much better position to win than ever before. We'll only fail if you withdraw your support. If you stop backing us, everything we've worked for will be wasted. Winning the appeal won't matter if we can't afford an attorney for a lower court trial if that's what the Appellate Court decides is needed. Everything will come to a standstill, just like a movie production would without its producers. It will die on the vine. Please don't let that happen.

Please pay the balance due on your contract shown below.

Given recent First Class mail miss-outs and long delays, we advise that you check by USPS Priority or Express Mail, which will provide a tracking number for your records. We are not set up to receive bank wires, ACH transfers, or any other form of digital deposit.

Below is a summary record of your contributions to date. If you had more than one Oasis account, they've been added into one to calculate the Balance Due.

$17,118.83 .... Total Pledge Amount (2.5% of your claim)
$4,279.71 .... Amount of 1 Quarterly Installment
2 .... Number of Contributions Made

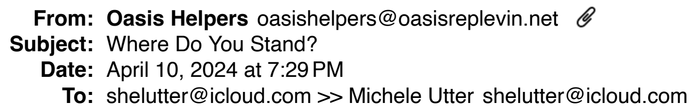
$10,839.12 .... Balance Due

Please send a check made to “The Trust, LLT” for the Balance Due shown above via Priority or Express Mail to:

The Trust, LLT
P.O. Box 626
Elkville, IL 62932

Thank you,
Oasis Helpers Group

EXHIBIT 18



From: **Oasis Helpers** oasishelpers@oasisreplevin.net
Subject: Where Do You Stand?
Date: April 10, 2024 at 7:29 PM
To: shelutter@icloud.com >> Michele Utter shelutter@icloud.com

OH

The Trust, LLT
P.O. Box 626
Elkville, IL 62932
Email: oasishelpers@oasisreplevin.net

April 10, 2024

Dear Michele:

We're very grateful for and deeply appreciative of the extraordinary financial support, prayers, and personal encouragements we've gotten from those who have contributed so much toward helping us achieve our goal of fully recovering your Oasis earning. What we've accomplished with your help is truly exceptional and unprecedented. Without your contribution we would never have been able to get this far, so much closer to achieving the goal this group was created for. Thank you very much.

To continue our work, we now need your full financial support, and we must know if you are willing or unwilling to give it.
Do you still stand with us?
Your response to this email will answer that question.

What You Believe Determines What Comes Next

Foundations: Everyone holds fundamental beliefs about life, but we aren't born with them. They're informed by our experience and our *perception* of the circumstances we find ourselves in. They're shaped by the limits of our *perspective* on those circumstances. Both our perceptions and perspectives can be restricted by insufficient data, distorted by misinformation, or misdirected by propaganda.

What we believe usually predetermines whether a challenge can or can't be met; whether a goal will or won't be reached.

1. Before Roger Bannister ran the first 4-minute mile in 1954, no one in the world believed it could be done… only because it never had been in recorded history.
2. By June 2022, 1,755 people had run a mile in 4 minutes or less.
   a. The difference before that first run and after it was just a change in belief.
   b. Before Bannister, everyone believed it was impossible, so no one tried.
   c. After Bannister, no one could reasonably doubt it was possible, so many tried… and achieved the goal.

Actions: Based on our beliefs, we set goals and then act to achieve them.

1. Without belief in its achievability, no goal is ever set.
2. Without action, no goal is ever reached.

When Oasis Helpers started this Oasis adventure with you, both you and we held beliefs that:

1. a serious injustice had been done to you through Oasis; and
2. by exposing the truth, injustices could be corrected; and
3. after correction, full recovery of your funds may be made.

•

About 4 years ago, with your support Oasis Helpers began working toward the goal of uncovering the truth needed to correct the injustices that separated you from your investment and then obtaining full recovery of them for you. Without your support, that work will end because even though Oasis Helpers have given over 7,000 hours of uncompensated time to get here, most of the work going forward has to be done by lawyers – who won't work for free.

Attorney Brent Winters filed your claim(s) 4 years ago, come June. Since then, the personal belief of each Helper has only been strengthened by all the evidence and every court filing. We've tried through our Reports to share with you why that is so. We are more convinced than ever that our 3 original beliefs remain well-founded, and our goal remains attainable.

The question is, do you still believe as we do, or do you now share the beliefs and goals of the CFTC, the Receiver, and those they employ who benefit at your expense through nearly every action they take?

Before you answer that, read on....

The Beliefs & Goals that Activate Oasis Litigation

- We believe that the CFTC, the Receiver, and their employees are motivated to achieve veiled self-serving goals by presenting fabricated allegations to the public that have little or no factual evidence to support them.
- We believe that Oasis-case Plaintiffs, the CFTC and the Receiver, pose false public goals and insincerely pious assertions that mask their real objectives.
- We believe the falsehood of the allegations they present as "facts" and the results of all their efforts reveal their true goal, which is to extract for themselves as much money from innocent Oasis defendants and investors as possible, NOT to help anyone fully recover their losses.
- We believe that every Oasis case was designed as a make-work project for the benefit of those working to obstruct, oppose, or prevent full recovery of Lender losses.
- We believe that the Receivership Estate is the "pool" of funds that Plaintiff attorneys and those who work with them draw their weekly earnings from, even while supplementing that income with undeserved Paycheck Protection Program (PPP) loans that were meant to serve Americans in need of financial assistance in order to keep their businesses alive during the COVID-19 shutdowns.
- We believe that until the Receivership Estate is completely drained, and the Receiver can no longer fabricate another target to attack to replenish it, or until the original case is defeated or dismissed, their raids upon that pool will not stop.
- To those who oppose full recovery, the Receivership Estate is a nearly inexhaustible financial resource– because the Receiver has been using one or more of his Middle District of Florida Receiverships for more than a decade to continually find, seize, and liquidate properties beyond his authority by repeatedly violating the limits of both 28 U.S.C. § 754 and all higher court decisions that have ruled on the so-called "reappointment" of receivers. To wit, he was still seizing new properties from the Arthur Nadel case (for which he assumed receivership about 14 years ago) as recently as 2022.

VERY IMPORTANT: On the final THREE pages, we summarize some of the distinct

VERY IMPORTANT: On the final THREE pages, we summarize some of the distinct differences in both perception and perspective that we have versus those publicized by the CFTC and the Receiver. (also attached as a .pdf file for download, printing, and easier reading)

Please take a couple minutes to read the table. Unlike those who oppose the restitution of your full recovery, every position under our column in that table is documented in the lower court and supported by law and fact. Even in a less than perfect world, that should be enough to win the appeal now before the 11th Circuit Court of Appeals.

We're betting it will be. Will you still stake that bet? We need to know, one way or the other.

If you're still with us, it's important for you tell the Receiver that he's required to honor the fact that your claim interests are to be handled exclusively by your Power of Attorney and he is to stop directing correspondence to you directly.

The confusion caused by Receiver's sending some correspondence through your Power of Attorney and others directly to claimants has created unnecessary time and money. Please help us stop that by filling out the **Final Address Confirmation Form** attached to this email and email it as an attachment back to **ALL** of the following email addresses (just copy and paste them into your email address line as they are.

IMPORTANT: Download the Final Address Confirmation Form before filling it out in Adobe Acrobat. After it's filled out, SAVE it before attaching it to the email you're going to send to all the following addresses (just copy this list as shown below and paste it into the TO: line of your email:
info@guerraking.com, Jared.Perez@jaredperezlaw.com, acruz@guerrapartners.law, Burt@BurtonWWiandPA.com, winterslaw@nym.hush.com, info@oasisreplevin.net

NOTICE: You may receive more than one email because you have more than one claim under this email address. **MAKE OUT A SEPARATE ADDRESS CONFIRMATION FOR THE CLAIM NUMBERS GIVEN IN EACH OF THE EMAILS.**

Use the following Claim Numbers to fill in paragraph 2 on the FORM:

Account Number(s): ████**712**

Adobe Acrobat Reader is available for free download at: https://get.adobe.com/reader/

Contributions should be made out to "The Trust, LLT" and mailed to:
The Trust, LLT
P.O. Box 626
Elkville, IL 62932

For those with Attorney-Client Agreements, any contribution made will be deducted prior to your final settlement.

Thank you,
The Oasis Helpers

Pray for Replevin

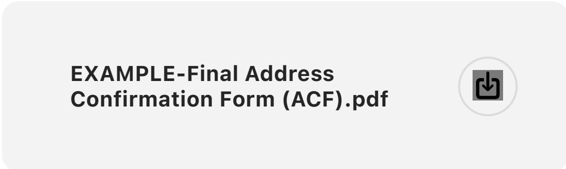
CFTC Position	Why Alleged	Our Position	Why Disputed	Our Supportive Documents
The CFTC had Authority Over Oasis	OIG traded individual accts of non-eligible participants in retail Forex trades: Alleges that Oasis operated under 7 U.S.C. §1a(18)(A)(iv), which involves INDIVIDUALLY POOLED, accounts	CFTC had no authority over OIG	Oasis traded solely for its corporate acct as an Eligible Contract Participant. The CFTC is referring to the wrong subsection of the statute.	"Eligible Contract Participant" ("ECP") is defined by Title 7 U.S.C. §1a(18)(A)(v)(III)(aa-bb) (DaCorta Mtn for Summary Judgment, Doc.750, ¶ 31)
The District Court had authority to hear the case	The law allows any U.S. Agency to file a case in a federal court that accepts its probable cause allegations as credible	No disagreement	That's the law	If the CFTC had no jurisdiction over Oasis, there existed no jurisdictional standing and the case must be dismissed with prejudice. This is a question now for the Appellate Court
OIG was a Ponzi operation	OIG used new investor money to pay older investor claims and either misused or lost other all money through bad Forex trading illegal personal expenditures	OIG was not a Ponzi operation at any time. Funds lost in trading did not make the Company insolvent. Funds lost only effected partners, not lenders.	By law Ponzis are insolvent from their inception. OM & OIG were both solvent when the Complaint was filed. A balance sheet test is crucial to determining insolvency, but the government never produced one.	Docs. 750-3, 751 Charts 1, 2, 3, Exhibit JP-B (OMLLC Balance Sheet), and Exhibit JP-C OIG Balance sheet - later corrected shows OMLLC balance= $9,994,513; OIG balannce = $45,323,987 (sum: $55,318,500). SEE Autumn/Winter 2023-24 series report #2 (9/16/2023
Defendants misappropriated over $18 million in pool funds	See Doc. 110 ¶ 3. Do not acknowledge purchases made by OM or OIG	No funds other than the $2.8M embezzled by Joseph Anile were misappropriated. All funds invested were used in accordance with the Promissory Note Agreement and Risk Disclosure signed by every Lender.	Funds were all accounted for	Docs. 750-3, 751 Charts 1, 2, 3, Exhibit JP-B (OMLLC Balance Sheet), and Exhibit JP-C OIG Balance sheet - later corrected shows OMLLC balance= $9,994,513; OIG balannce = $45,323,987 (sum: $55,318,500). SEE Autumn/Winter 2023-24 series report #2 (9/16/2023
Oasis Global FX, LTD and Oasis Global FX, SA were commodity pools	Merely alleged. Not evidenced See Doc. 110 ¶ 1	Those companies were both licensed broker/dealers and not commodity pools.	Licenses from their respective jurisdiction say as much	Broker/Dealer licenses issued by auhtoirty of New Zealand and Belize, respectively
OIG Operated Commodity Pools	Counts 2,3, and 4	OIG did not operate any commodity pool	It's a fact	see ¶¶ 35-40 of DaCorta's Motion for Summary Judgment, Doc. 750

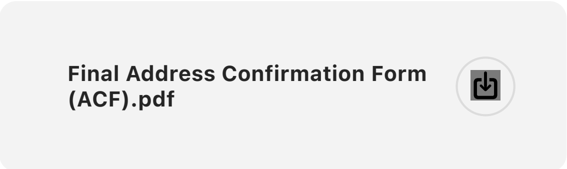
| CFTC Position | Why Alleged | Our Position | Why Disputed | Our Supportive Documents |

CFTC Position	Why Alleged	Our Position	Why Disputed	Our Supportive Documents
OIG masqueraded solely as a foreign exchange investment company	OIG traded in foreign exchange, but other investments made by Companies are not acknowledged	OIG represented itself as a diversified company that invested in many different things	The Promissory Note & Disclosure Agreement states exactly what OIG was permitted to do	Promissory Note Agreement and Risk Disclosure Paragraph 3
Oasis Defendants issued false and fraudulent accounting statements to Lenders	See Doc. 110 ¶ 1: Relies on misunderstood use of SPOTEX monthly reports. Regards lack of profit/loss reporting as fraud on lenders.	No false accounting statements were issued	Accounting statements conformed to the terms of the Promissory Note Agreement. Investors were not party to trade profits or losses.	Promissory Note Agreement and Risk Disclosure
After the scheme collapsed the Court appointed Burton Wiand as Receiver	Stated in the ATC-Manoukian-SPOTEX opinion of the 11th Circuit, p. 3	There was no collapse of Oasis operations until after the CFTC intervened in its operations	OIG met all its financial obligations without any interruption or complaint filed until the CFTC intervened	Docs. 750-3, 751 Charts 1, 2, 3, Exhibit JP-B (OMLLC Balance Sheet), and Exhibit JP-C OIG Balance sheet - later corrected shows OMLLC balance= $9,994,513; OIG balannce = $45,323,987 (sum: $55,318,500). SEE Autumn/Winter 2023-24 series report #2 (9/16/2023
Burton Wiand was legitimately appointed as permanent receiver on April 30, 2019	Mike DaCorta signed a consent agreement that permitted Wiand's permanent appointment on the date his temporary appointment expired	Burton Wiand was not legitimately appointed as permanent receiver	Mike DaCorta's 'consent' was derived under duress by a procedurally unconscionable act following deceptive advice given him by his attorney, Joe Anile, and a government attorney.SEE Doc. 464-1 Declaration of Michael DaCorta (Lender Report of January 11, 022)	Contracts signed under duress are considered void. Procedural unconscionability describes the unfairness that makes a contract unconscionable. Procedural unconscionability refers to the disadvantage suffered by the misinformed party upon consenting, against what would have been his better judgment, to extremely unfair terms. Two element produce procedural unconscionability: oppression and surprise. The oppression comes from one party's overwhelming power over the other. Surprise exists when the misinformed party supposedly agrees to hidden terms designed to defraud him.

CFTC Position	Why Alleged	Our Position	Why Disputed	Our Supportive Documents
OIG had a duty to disclose forex trading losses to Lenders	OIG used investor money to trade forex	OIG had no duty to disclose trading losses to Lenders	Lenders were not party to trading losses or gains and therefore OIG had no duty to disclose them	The Promissory Note only guaranteed Lenders the greater of a 12% annual return or a proportional share of forex trade transaction fees. Lenders were not party to trading losses or gains, which accrued only to OIG partners.
Receiver Wiand was reappointed on 7/11/19 and again on 4/23/21 for the purpose of avoiding the original 28 USC § 754 10-day limit of his appointment on 4/30/19.	7/11/10: Doc. 177 4/23/21: Doc. 390	Receiver Wiand was never lawfully reappointed	By statue and superior case law, Receiver Wiand cannot lawfully be reappointed for the purpose of avoiding 28 USC § 754	9 Circuit Court decisions on the question (listed in the Clawback Appellant Brief and elsewhere in District Court filings) ruled that there can be no ad hoc reappointment of a receiver. There is no statutory provision allowing for a receiver's reappointment.
Default judgments were issued against specific clawback defendants in Dec 2020.	Documents contained in series 598-631, all dated 11/4/20	Judgments issued to C&S Arduini, A.Barton, P.Flander, A&H Fuksman, C.Hicks, C&R Hubbard, P.Luda, V. Petralis, Jr. were void for lack of due process	Defendant counsel Winters & Whitson were docketed from 11/3/20 to at least 12/1/20 thereby blocking defendants' correspondence to or from the Court. All Clerk entries for Default Judgment during that period are void ab initio for lack of due process.	Due process is guaranteed by the 5th and 14th amendments. Without notice, Defendants were deprived of property through an unconstitutional denial of procedural due process. Default judgments long preceded the finding of guilt in the underlying case by which the receiver was allegedly appointed.

There were NO material facts in dispute between the parties	Motion for Summary Judgment, Doc. 749 & Order Granting Mtn 749, Doc. 780	The CFTC's motion for Summary Judgment should not have been granted	Summary Judgment requires there be NO facts in dispute - more than 45 were listed	Docs. 750, 757, 761 describe in detail the many facts in dispute. These are the substance for the current appeal





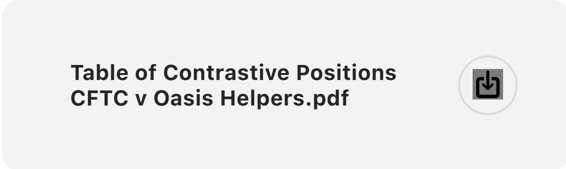


EXHIBIT 19

AN URGENT APPEAL FOR HUMANITARIAN SUPPORT

The DaCorta family is in desperate need of financial support. The government has stripped Mike of every means to support his family in order to force him into pleading guilty, like Joe Anile did. Without our help they cannot survive any longer, and Mike will be forced to plead to crimes he resolutely insists he did not commit. We believe him. It would be to every Lenders' disadvantage to allow such an injustice to occur.

To understand how the government forces pleas out of innocent people, please read what Attorneys Sidney Powell and Harvey A. Silvergate have to say about it in their latest book, "Conviction Machine". We've provided all of Chapter 1 and part of Chapter 5 to help you understand what has been going on since the CFTC filed charges against Oasis. We believe this is extremely important information. Please read it.

Every day more evidence appears to show that Michael DaCorta is NOT guilty of the charges filed against him, but the Court granted the CFTC's motion to shut down litigation in the original civil case on April 30, 2019 (Dkt. 44) and then ordered a *Stay of All Proceedings* on July 7, 2019 (Dkt.179). This closed discovery of any exculpatory evidence and thus prevented any of the Defendants in the original case from mounting an effective defense. The stay has been extended twice and is still in place over that case. It's just been opened in the clawback case.

By all accounts, by reason of careful reviews of his many emails, and through witness testimony to his practices in Oasis Management, Oasis International Group, and Oasis Global FX, Mike performed admirably well in accordance with his stated purposes to preserve, diversify, and protect the funds you entrusted to them. There's been no evidence provided to the contrary, but there have been a great many allegations, misdirections, and assertions designed to make you believe otherwise. From the informed perspectives we have gained through close observation of the developing "clawback" case, we have every confidence that this terrible, unfortunate situation will in time come out favorably for you, but at this critical moment we are called to help the DaCorta family preserve what little ability they have left to feed, house, and clothe themselves through the winter.

If you will send at least ten dollars ($10) a month from now until Mike's trial occurs (scheduled for May 2021) or the case is dismissed, then the DaCorta family will be able to keep a roof over their heads and food on their table. As it is right now, they cannot do that alone.

Having been forced out of Sarasota after the government's seizure of their home, the DaCortas eventually found a landlord willing to rent to them west of Orlando, despite the terrible news stories running in the Florida press, which made it impossible for Mike to find either shelter or work. One of their sons sold his car to feed his brother and his parents, but those funds have run out. Both sons contributed from jobs they found in the Orlando area after moving, but the COVID pandemic caused all area theme parks to close. Along with the parks went most of the restaurants, hotels, and the sons' jobs. Neither of them had worked long enough to claim unemployment protection.

People have asked if Mike or Carolyn could reach out to friends and family for the support they need. They have, but everyone they know is also an Oasis lender, so no more able to help than anyone else in this group. Collectively we can keep Mike from being forced into an unwarranted plea, which would forever mark him a felon. On the first of each month, please send $10 or more, made out to Carolyn DaCorta or Cash (Mike cannot open a bank account, so don't send him anything). Mail to:

Carolyn DaCorta
11557 Via Lucerna Circle
Windmere, FL 34786

Thank you!

***

REGARDING JOE ANILE

Though recognizing that something strange has been going on in his case, we can form no opinion respecting the guilt or innocence of Joe Anile, who waived indictment (!) and plead guilty to 3 felonies on August 12, 2019 (Dkt. 3). The original charges he pled guilty to were:

1. Conspiracy to Commit Wire Fraud and Mail Fraud; and
2. Illegal Monetary Transaction; and
3. Filing a False Income Tax Return

On December 13, 2019, the U.S. Department of Justice reported that Mr. Anile had pled guilty on October 15, 2019 to the following charges, which are different from those on reported in August:

1. Attempt and conspiracy of fraud (1 count); and
2. Fraud and False statements (1 count); and
3. Laundering of monetary instruments (1 count)

On November 18, 2020 Anile appeared before Judge Mary Scriven and was sentenced for the following crimes, consistent with his original plea (Dkt. 58) (no idea why the DOJ reported differently last December:

1. Conspiracy to Commit Wire Fraud and Mail Fraud (count 1); and
2. Illegal Monetary Transaction (count 2); and
3. False and Fraudulent Statement on Income Tax Return (count 3)

He was sentenced to “Imprisonment: ONE HUNDRED TWENTY (120) MONTHS, consisting of 120 months as to Count One, 120 months as to Count Two, and 36 months as to Count 3, all such terms to run concurrently.

Supervised Release: THREE (3) YEARS, consisting of 3 years on Counts One and Two, and 1 year on Count Three, all such terms to run concurrently.

Other terms were described in the Criminal Minutes (Dkt. 56)

CHAPTER ONE

CATCH 22

What Talking to the FBI Can Do to You

The government has a lethal weapon it can deploy at will against any unwary citizen. It is the deadly combination of the ability of federal agents to interview people without counsel; to formalize that interview in their own terms, language, and sequence; and then to seek prosecution of that person for the felony of making a false statement to a federal government official, under Title 18, United States Code, section 1001. False-statement cases normally arise incidentally when government agents are investigating a matter and the interviewee makes a misstatement about that matter. Agents then seek to get to the truth by giving 1001 warnings to coax truthful information from the suspect. But the government has become much more aggressive about abusing the process to create stand-alone offenses and add-on charges to force guilty pleas.

In federal investigations, the FBI's standard practice is for two agents to interview a witness anywhere, at any time, and usually by surprise. One agent usually takes notes while the other questions the witness, and then, based on the written notes, the agents write a summary report of the interview on a numbered government form

called a 302. Despite the modern ease of digital audio and video recording capabilities on every cell phone, the FBI deliberately does not record interviews. As one might imagine, this allows the agents extraordinary leeway and untrammeled discretion in the way they write their 302 reports. Judges rarely permit defense counsel to see the agents' original notes, even though there are often material differences between those notes and the 302. Add the federal statute embodied in 18 U.S.C. § 1001, under which it is a felony to make a false statement to a government agent, and the prosecution has an industrial-size grinder for its conviction machine—and under its total control.

The most glaring recent example of this abuse was described by James Comey, the former FBI director, when he bragged about how he had circumvented White House protocols and sent two agents to ambush-interview Lieutenant General Michael Flynn, the national security advisor to President Donald Trump, just days into the new administration. The FBI deputy director, Andrew McCabe, had set up Flynn for the interview by suggesting it was a training exercise in which, of course, he would cooperate with the FBI, and according to McCabe, suggested to Flynn that counsel need not be involved. The FBI already had recordings and transcripts of Flynn's conversations with the Russian ambassador to the United States, which is what the agents were asking him about, and there was nothing wrong with his having the conversations. In fact, it was Flynn's job to do so. The sole purpose of the visit was to put General Flynn in a perjury trap.†

Rod Blagojevich, former governor of Illinois, learned a thing or two about how the feds operate when they want a conviction,

† The calls with the Russian ambassador were among hundreds of calls Flynn had participated in since Donald Trump was elected. He knew the FBI agents had recordings and transcripts of his conversations. He shared his best recollection with the agents, who left with the firm conviction that he had been honest with them. In documents the Office of Special Counsel hid until after Flynn pleaded guilty, the FBI and the DOJ had cleared him of any wrongdoing. On the eve of Flynn's leaving the White House, the FBI made material changes in the 302. In fact, McCabe's personal special counsel Lisa Page made edits to the 302. Then her paramour Peter Strzok added "substantive statements" that appeared nowhere in the notes of the agents. By the

especially when it comes to a high-profile target like a sitting governor. He made the mistake of talking to the FBI agents who asked to speak to him.

Patrick Fitzgerald, the United States attorney in Chicago back when Blagojevich was arrested in 2008, likewise knew how the DOJ assures itself of getting its man. Blagojevich's initial charge sheet consisted of a plethora of spectacular-sounding and media-grabbing corruption allegations. However, the later-issued formal indictment contained, in addition, two rather ordinary-sounding counts accusing the governor of lying, twice, during a March 2005 FBI interview.

The feds alleged that the governor tried to mislead federal agents when he claimed, in his early interview, that he maintained a "firewall" between his politics and his work as governor. Further, charged the feds, Blagojevich lied when he claimed that he "does not track, or want to know, who contributes to him or how much they are contributing to him." Fitzgerald and his fellow prosecutors charged that both assertions were untrue and violated the false-statements statute.[1]

The jury convicted Blagojevich of lying to the FBI but deadlocked on all the corruption-related offenses (setting the stage for a retrial in which the governor was convicted of corruption). Addressing the public from the courthouse steps after his first trial, Blagojevich reiterated that he'd told the truth. He added a detail that drew little attention from the news media that seemed so impressed, even giddy, with the prosecutors' success in convicting a governor. Blagojevich revealed that the FBI agents had refused his request that a stenographer or other means of verbatim recordation

time they made these changes, it was three weeks after their ambush-interview of Flynn. They subsequently reentered the "final 302" in the FBI's Sentinel system for use by the special counsel in May 2017. Robert Mueller later indicted Flynn for making false statements to the agents in violation of 18 U.S.C. § 1001, even though Comey and McCabe admitted in prior congressional testimony that the agents who interviewed Flynn believed he was being truthful in his answers. Although Judge Emmet G. Sullivan ordered the special counsel to produce all material relevant to the initial interview of Flynn, key documents—including the agents' original interview notes and original Form 302—are still missing. The Flynn case is discussed at greater length in Chapter 5.

be present when they interviewed him, before indicting him for false statements.

Sheldon Sorosky, one of the trial lawyers for Blagojevich, shed further light on what happened regarding the "false statements" charges. Sorosky pointed out when Harvey Silverglate spoke to him by phone that there were actually *two* FBI interviews, but the governor was charged with lying at only the first of them. Before the first interview, Blagojevich and his counsel asked that the Q&A be recorded verbatim. In accordance with bureau policy, the government refused the request. Rather than walk out of the room, Blagojevich and his lawyers, obviously aware of the atmospherics (and press leaks) that would result if a sitting governor refused to answer the FBI's questions, agreed to sit for the nonrecorded interview.

After that first interview, the agents asked for a follow-up session. This time, Blagojevich and his lawyer insisted that a certified stenographer be present to make a verbatim record. The bureau, obviously eager to conduct the follow-up, made an exception to its normal nonrecording rule, and the second interview was stenographically recorded.

Four years later the government indicted Blagojevich for, among other things, allegedly lying about maintaining a separation between fundraising activities and his official gubernatorial duties. Sorosky, who was present at the first interview, told Silverglate that he had no memory of his client ever making such an assertion to the agents, and assured him that nobody on Blagojevich's side who was present at the interview had either a memory or notes of the governor's making such a statement. Yet when Blagojevich was indicted for the alleged lie, the government claimed that the statement had indeed been made, and presumably government agents at the Q&A were prepared so to testify.

Revealingly, *no* false-statement charges emanated from the *second* interview, at which the governor and his lawyers had insisted that a stenographer be present as a condition for agreeing to the interview. After the "false statements" conviction, Silverglate wrote

a column for *Forbes* posing an intriguing question: "If the first interview had a verbatim transcript, would prosecutors still have had the 'false statement' charge at their disposal?"[2]

Blagojevich decided in the middle of his trial not to testify, which obviously made it difficult for jurors to question the veracity of the FBI agents' account of what occurred at the first interview session—especially without a tape recording or stenographic transcript to rebut the FBI's version. But even if the governor had gone forward with his initial plan to testify, it would have been his word against that of the agents. It would have been an allegedly corrupt politician's word against that of upstanding officials working for the venerable Department of Justice and the storied FBI. Very few defendants win such a credibility contest.

Blagojevich's fate on the false-statement charge was sealed by the routine FBI practice of prohibiting verbatim recording of interviews. The FBI and the DOJ made sure he would be convicted of two felonies for which he could receive as much as five years on each count.

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With the advent of ubiquitous digital recording capabilities and the growing revelations of abuses by the FBI and the DOJ, the practice of not recording interviews has come under increasing scrutiny—as well it should.[3]

On May 22, 2014, the Department of Justice released an internal memo purportedly heralding change. The memo, "Policy Concerning Electronic Recording of Statements," drew courted praise from the media. But closer examination shows that it changed little. The policy "establishes a presumption" that federal investigators "will electronically record statements made by individuals in their custody." Remarkably, however, the majority of FBI interviews are with witnesses or suspects before an arrest has been made, and so they are not "in custody." Moreover, a "presumption" of recording is hardly a requirement, and as the memo is only for internal "guid-

ance," it is toothless. Indeed, the exceptions to this policy swallow the rule.[4]

Despite this small change, the FBI retains a dangerous power it has had for decades: to trap and then prosecute—or threaten to prosecute—anyone in the bureau's or a federal prosecutor's sights. Anyone who speaks with a federal agent is a potential candidate for a false-statement prosecution.

How does this work? And why has the FBI resisted a universal *requirement* that interviews routinely be recorded except perhaps in the most extraordinary situations?

The answer begins with the so-called "false-statements statute," section 1001 of the federal criminal code.[†] It has long been a felony, punishable by up to five years in prison, for anyone who agrees to speak with a member of the executive branch of the federal government—including but not limited to FBI and other investigative agents—to make a false material statement. Materiality is judged, not surprisingly, by the relevance of a statement to a matter in which the feds have some role or interest, and over which there is federal jurisdiction.

What this means, in theory, is that anytime an agent comes calling on a potential witness, that witness has two choices: either decline to speak altogether, or else tell the truth, the whole truth, and nothing but the truth—with no omissions of anything the FBI might later decide it wanted to hear the witness say. In a surprising number of instances, witnesses approached by federal agents choose to answer questions rather than shut up or at least place a phone call to a lawyer for advice. And in a surprising number of these cases, even a truthful answer to a question can result in the threat of a false-statement charge.

Indeed, one of the most common counts to appear in a federal indictment is a charge under the false-statement statute. In a rather

† 18 U.S.C. § 1001 provides, in pertinent part, that "whoever, in any matter within the jurisdiction [of the federal government] knowingly and willfully . . . makes any materially false . . . statement" is guilty of a felony punishable by five years in prison.

large number of cases—we suspect it's a majority—where a defendant spoke with prosecutors or agents, and where the interview or discussion was not recorded verbatim, there is a false-statement charge. This is what criminal defense lawyers call a "make-weight" or "backup" charge: even if the defendant is acquitted of the underlying criminal charge (e.g., securities fraud, money laundering, sale of narcotics), he is likely to be convicted of making a false statement. This vulnerability to conviction under the false-statement statute results when a target's claim of what he did or did not say (unrecorded!) to the agent differs from the agent's claimed recollection embodied in the FBI 302 report of the interview. Many a defendant, found innocent of any underlying crime, has found himself hooked for a false statement.

Just ask George Papadopoulos or others investigated by Robert Mueller, the special counsel, who have been compelled by the sheer weight and cost of defending against federal criminal charges to plead guilty to false-statement charges stemming from their FBI interviews. General Flynn's case is especially egregious because both James Comey, the former FBI director, and Andrew McCabe, the assistant director, testified to Congress that the FBI agents who ambush-interviewed Flynn believed he was telling the truth.[5] He was forced to plead guilty because of financial and psychological exhaustion from the entire ordeal—exacerbated by threats to indict his son, who had merely handled administrative tasks for their fledgling company.[6]

This still understates the true perniciousness of the false-statement statute. It places the interviewee at the complete mercy of the interviewing agents. It readily ensnares anyone who accedes to an agent's request for an interview. The false-statement statute and the nonrecording rule comprise "the perfect cocktail for manipulating witnesses and in effect composing their testimony."[7]

When federal agents approach a witness, they request an interview right then and there. The approach is usually an ambush: completely unexpected and at the witness's home, or at work, or on

the street—anywhere. If the interview is noncustodial, as in Flynn's case, the agents do not even have to warn the person with whom they are speaking that their statements can be used against them and any false statement is a felony. In fact, in Flynn's case, a group of the highest echelon of the FBI had an extensive strategy meeting on how to approach Flynn and interview him without alerting him that they were targeting him. They wanted to keep him "relaxed" and "unguarded." It worked. The agents reported back that they visited with him alone, he was "unguarded," and he clearly saw them as "allies."

If the witness dares request that the encounter be recorded, by either the agent or the witness, the agent advises it is against FBI policy to record such interviews. The FBI is sufficiently serious about adherence to this rule that an agent will refrain from conducting an interview altogether rather than record it or allow it to be recorded by the interviewee or his lawyer.† This must change—immediately. It simply encourages abuses and wrongful prosecutions.

After an interview, the agents create the Form 302 report. This self-selected rendition becomes the government's official version of what was asked and answered during the interview. If the government is interested in having the interviewee become a witness against the target of the investigation, an agent or prosecutor approaches him and suggests that the witness be prepared to repeat the story—under oath—to a grand jury that would then issue an indictment against the target. A witness may not refuse to testify to a grand jury unless some recognized legal privilege intervenes. The agent or prosecutor usually reminds the witness of what he supposedly said during the FBI interview.

† Harvey Silverglate has had many situations in his own law practice in which an agent has requested to interview a client. In one situation of which he has a particularly vivid memory, he produced the client at his law office in Boston; two agents arrived and introduced themselves. When he placed his audiocassette recording device visibly on the table, the agents asked that it be removed, stating that they were not allowed to record interviews except via handwritten notes. Silverglate offered a copy of the recording to the agents while still refusing to remove the device, whereupon the agents rose and left, with the interview never conducted.

When an interviewee disagrees with the FBI's version of what he said, the agent, or a federal prosecutor, reminds the witness that it is the witness's word against that of two FBI agents and their official Form 302 report, and it is a crime to lie to an agent just as it is a crime for a witness to tell a false story to a grand jury or at a trial.† (So unless the witness is prepared to adopt what the 302 report *says* that he previously told the agents, he is caught between a rock and a hard place—between a charge that he lied when speaking to the agents or that he committed perjury before the grand jury or in court.) This practice effectively forces the witness to succumb to the strong suggestions of the agents or prosecutors that he adopt whatever the 302 report says he told the agents. A prosecutor can readily make such a suggestion to the witness, since the prosecutor rarely questions his FBI agents. This entire practice provides too great an opportunity for mistake and mischief by even the most scrupulous agents.

• • •

Remarkably, the FBI has no intention of abandoning its selective and advantageous nonrecording rule, and Congress has shown no interest in changing the way the game is played. Robert Mueller, as the FBI director, testified in 2007 that the rule was a salutary one with a genuine law enforcement purpose.[8] By that time, however, it was obvious that recording devices were becoming cheap and ubiquitous, so Mueller omitted the claimed unavailability of recording devices as a reason for maintaining the rule.

Mueller rejected the view of some United States attorneys that confessions would be more believable had they been recorded, but he said the FBI had given "additional guidance to our Special Agents in Charge, liberalizing the incidents of where" the bureau would agree to recording.

† Lying under oath before a grand jury or a trial jury is the crime of perjury, likewise punishable by up to five years in prison. See 18 U.S.C. § 1623.

Even though Mueller could no longer credibly contend that recording devices were scarce, expensive, or bulky to carry, he claimed a budgetary objection to a rule requiring routine recording of *suspects'* statements. He did not even touch on the notion of recording statements of mere witnesses. According to Mueller, the prospect of transcribing interviews and determining how they all would be handled was more than the bureau could manage. If that is true, the bureau should be shuttered for good.

Unfortunately, Congress retreated to its typical deference to the FBI.† In his 2007 testimony, Mueller prevailed without having to address the real reason the FBI preferred to maintain the antitaping regulation: It allowed the federal conviction machine to roll on.

The Supreme Court, especially Justice Ruth Bader Ginsburg, has caught on to the government's abuses of the false-statement statute, but hasn't put a stop to it. In *Brogan v. United States*,[9] the Court addressed the situation created by a suspect who merely says "no" when asked a loaded question that implies his guilt, such as: "When did you last beat your wife?" Agents are not, of course, easily fooled by this so-called "exculpatory no" response to an obviously loaded, incriminating question. Several courts of appeal had ruled that an "exculpatory no" could not be deemed a false statement under section 1001. But the Supreme Court reversed those courts, holding that the statute had to be taken literally since its text contains no exception for "the mere denial of wrongdoing."

This literal reading of the statute did not sit well with several of the justices. Justice David Souter, while going along with the outcome of the case, urged in a concurring opinion that Congress consider remedying "the risks inherent in the statute's current breadth." He agreed with Justice Ginsburg, who, while concurring in the majority, also issued an extraordinary condemnation of the pernicious effect of the statute as written and as used, and abused, by prosecutors.

† The FBI's written policy on electronic recordings is included in the Appendices.

Justice Ginsburg's biting concurring opinion focused directly on the real problem posed by the false-statement statute. She noted that it aimed to prevent "proscribed falsehoods designed to elicit a benefit from the Government or to hinder Government operations." But she recognized that government agents were using the statute "to generate felonies."

Justice Ginsburg observed that Brogan had been surprised and trapped in an interview without counsel. Brogan "divulged nothing more" than a simple "no," an "unadorned denial [that] misled no one." She berated the government for what she deemed other "not altogether uncommon episodes" in the same vein. Because the typical interviewee is not usually a suspect, he is not warned of his rights, and he is encouraged to speak rather than to exercise his right to decline the interview. No oath is administered, so the interviewee does not recognize the profound trap into which he can easily fall merely by denying guilt, even with a single unsworn word. It is a technique, complained Justice Ginsburg, for generating a crime even when the underlying crime being investigated may be a state offense instead of a federal one, or when the underlying offense is barred by the statute of limitations. The false-statement statute is, essentially, an insidious trap for the unwary, including the innocent.

"It is doubtful," wrote Justice Ginsburg, that "Congress intended section 1001 to cast so large a net." It was enacted, she noted, in 1863 as a measure against the filing of fraudulent claims with the government during the Civil War. Creative federal agents and prosecutors have broadened its use over the years. Yet, she complained, Congress never amended the statute to cover "suspects' false denials of criminal conduct, in the course of informal interviews initiated by Government agents." She decried how the statute allowed law enforcement to manufacture a crime.

Justices John Paul Stevens and Stephen Breyer went further and formally *dissented* from such a literal interpretation of the false-statement statute. In any event, the Court in *Brogan* did not reach to the heart or extent of the problem posed. The false-state-

ment statute is a powerful weapon for prosecutorial abuse. It allows the government to manipulate entirely innocent interviewees, rendering them helpless tools of the conviction machine—forced to bear false witness against themselves or others.

The solution to the abuse of these practices by the FBI and federal prosecutors when dealing with the section 1001 false-statement statute and the attendant 302 trap rests with Congress, which need only mandate that the FBI record all interviews or provide that 1001 charges cannot be threatened or prosecuted in the absence of a warned and fully recorded statement from which the alleged false statements arise.

* * *

The states have already begun these reforms. A rather modest but highly effective reform of police interview practices was ordered by the Supreme Judicial Court (SJC) of Massachusetts in an opinion issued in 2004 in the case of *Commonwealth v. DiGiambattista*.[10]

At the time of *DiGiambattista*, the SJC said that only two states, Alaska and Minnesota, required an instruction that interrogations be recorded, and three states—Illinois, Maine, and Texas—plus the District of Columbia imposed a recording requirement via legislation for certain types of cases and interrogations. Since then, other states have followed suit, with numerous variations on the theme. As of early 2019, the high courts of Alaska, Minnesota, New Jersey, and Arkansas have all ruled that police must record interrogations conducted in the investigation of all crimes, and Utah and Indiana's courts have required such recordings for felony investigations. A further eighteen state legislatures ranging from liberal California to deep red Nebraska have passed laws requiring the recordation of suspect interviews in specified felony cases.[11]

This gradual progress at the state level is the result of hard work done by various reform groups that recognize the danger inherent in unrecorded witness and suspect interviews. The Innocence Project considers the electronic recording of interrogations to be "the

single best reform available to stem the tide of false confessions."[12] Similarly, the National Association of Criminal Defense Lawyers describes electronic recording as "the most objective means for evaluating what occurred during an interrogation, what the suspect and law enforcement agents said and did . . . and the accuracy of any statement."[13]

Given the ubiquity of inexpensive and reliable recording equipment, and the fact that every federal agent carries a cell phone that can record audio or video, Congress should impose a recording requirement for *any* FBI interview. There is simply no valid reason to continue to allow any opportunity for government abuses of the interview process to *create* false-statement crimes. Another option would be for Congress to enact a simple statute that allows the government to introduce at trial and prove a false statement only by statements that have been recorded in full and after warnings.

Nonrecorded interviews, under such a regime, could be used by agents as investigative leads, but would not be admissible evidence in court. This would end an FBI tactic that has probably resulted in more false testimony, and false convictions, than any other single practice in federal law enforcement. Every federal agent currently is equipped with a smartphone capable of recording audio (and, indeed, video). This is a cost-free and immediate solution to an unnecessary, unfair, unjust, and widespread problem that diminishes the credibility of every law enforcement agency that does not use it already.

In the meantime, those seeking truth and fairness in the system of criminal justice, as well as those concerned with self-protection, should be alert to the dangers of agreeing to an interview by the FBI or any other federal official, and should warn others as well.[14] And, it is necessary to remember, this includes any and every federal employee, even one's local postmaster. Never speak to any federal officer unless your attorney is present and the interview is being recorded—period.

CHAPTER FIVE

PLEA BARGAINING

Dancing with the Devil

More than 95 percent of federal convictions now result from guilty pleas.[1] The precious Sixth Amendment right to trial by jury is all but gone. Countless Americans seem oblivious to one of the greatest abuses, outrages, and tragedies of our criminal justice system: innocent people being forced to plead guilty as a daily occurrence in federal district courts around the nation. Indeed, the Innocence Project alone has exonerated thirty-one people who spent a combined 150 years in prison on guilty pleas.[2]

That is only the tip of the proverbial iceberg. This horrific injustice is the result of federal and state lawmakers and judges conceding far too much power to prosecutors, with no remedies or accountability even for the prosecutors' deliberate, intentional misconduct. While this book focuses primarily on the federal system, most of the same problems exist in spades within the state systems.

The prosecutor now functions as prosecutor, judge, jury, and executioner. He has unfettered discretion, no supervision, and no limits. Most federal judges, who often were federal prosecutors at

one point in their career, defer to him at every turn. As Jed Rakoff, a federal judge, opined in a seminal essay in the *New York Review of Books*, "it is the prosecutor, not the judge, who effectively exercises the sentencing power, albeit cloaked as a charging decision."[3]

Onerous federal sentencing guidelines also allow for abuse by prosecutors. Although they were rendered "non-binding" by the Supreme Court, federal judges rarely depart from them.[4] But prosecutors can stack charges and thereby ratchet up the guidelines to a term of life in prison for almost any factual scenario. They can bring so much force to bear against a defendant that he is compelled to plead guilty, even if he is innocent, to avoid spending decades or the rest of his life in prison.

To see how the plea-bargaining process works in practice, it is instructive to examine the case of Lieutenant General Michael Flynn (Ret.). Following Donald Trump's victory in the 2016 presidential election, General Flynn joined Trump's transition team to advise on national security issues, and upon Trump's inauguration, Flynn officially became the national security advisor.

General Flynn is the quintessential example of why the innocent plead guilty. He had barely unpacked his boxes in his new office in the White House when he received what he thought was a friendly phone call from Andrew McCabe, the FBI deputy director. McCabe asked to send a couple of agents over to the White House on January 24, 2017, to talk to Flynn. According to McCabe, he encouraged Flynn not to involve White House counsel. Flynn agreed.

The agents, who were investigating purported Russian interference in the 2016 election, came to question Flynn about his conversations with Sergey Kislyak, the Russian ambassador to the United States during Flynn's work on President-Elect Trump's transition team. Flynn knew the FBI had complete recordings and transcripts of the conversations in question, and those calls were lawful. He conducted them as part of his job in the transition to the new administration.

Flynn greeted the two FBI agents, Peter Strzok and Joe Pientka,

like long-lost friends and colleagues, showing them around the White House. He talked about the long hours in the job, the pains of politics, life on the campaign trail, the president's knack for decorating, but the conversation always returned to his main preoccupation—the plague of terrorism. The agents asked a few questions about his meetings or conversations with Kislyak. He told them about one they did not know of, and they reminded him of one he had forgotten, but he recalled few details. After the meeting, both agents reported—in at least three debriefings that day—their belief that Flynn was telling the truth. They maintained that belief even to cries of "bullshit" from McCabe and the small, high-level group that had planned the ambush interview.

Two days later, the acting attorney general, Sally Yates—wingman to Attorney General Loretta Lynch during the final years of the Obama administration—was in the office of Don McGahn, White House counsel. She claimed Flynn was a risk because the Russians could blackmail him. How? That's still not clear. In talking with the Russian ambassador, Flynn did nothing illegal.[5] Everyone knew the calls were recorded. What information is shared within the White House is not the business of the FBI—nor are the foreign policy choices of the president. After the media hounded the new administration with reports that Flynn had lied to Vice President Pence about the substance of one of the calls, the president, advised by McGahn, accepted Flynn's resignation—effectively spilling Flynn's blood in the water for the sharks to attack.[6]

As soon as Robert Mueller was appointed special counsel in the spring of 2017 to investigate Russian interference in the 2016 election, Flynn was first in his crosshairs. James Comey, former FBI director, eventually admitted publicly that the FBI had opened an investigation on Flynn early in the campaign with no basis to do so—as the FBI did on three other American citizens. The FBI may have obtained a FISA warrant on Flynn (based on nothing) or reached his communications by virtue of the FISA warrant on Carter Page. The rabid prosecutors on Mueller's squad threatened

the national hero with multiple counts in an indictment that would expose him to life in prison for himself, and they threatened to indict his son and send him to prison as well. The younger Flynn had a four-month-old baby. The prosecutors had already seized all the electronic devices of both men and grilled General Flynn for hours. And as Powell learned once she got into the case, his prior counsel had a serious conflict of interest—so egregious that even if Flynn had been fully informed of it early on, it could not be waived. They had prepared the FARA filing that the government insisted on using as leverage for charges and the plea.

Prosecutors' treatment of Flynn and threat to indict his son unless the elder Flynn pleaded guilty is not unique; it is standard operating procedure for the Department of Justice in white-collar cases—especially when Mueller's "pit bull" Andrew Weissmann is involved. Weissmann, Mueller's second-in-command in the Office of Special Counsel, is a studied practitioner of this form. In the Enron case, Weissmann indicted and imprisoned Andrew Fastow's wife, Lea, when he did not plead and cooperate on demand. Fastow decided not only to plead but to "sing and compose," to use Professor Alan Dershowitz's apt phrase.†

Weissmann is so adept at wielding threats against targets and family members that he has coerced people into pleading guilty to things that were not crimes. Two defendants in the Enron scandal whose cases are discussed in *Licensed to Lie* had to be allowed to withdraw their guilty pleas.[7] David Duncan, a partner at Arthur Andersen LLP, was allowed to withdraw his plea after he had testified for the government in the subsequent trial of the audit firm.[8] Richard Calger was allowed to withdraw his plea also.

General Flynn cooperated with the special counsel investigation from its inception, which he likely would have done under any

† Fastow, the actual architect of Enron's frauds, stole and pocketed millions of dollars from Enron through his illegal schemes. He spent thousands of hours "cooperating" with the government after he saw the light, and even though he and his protégé Michael Kopper had stolen the money, they got extremely light sentences, while others who stole nothing got sentences of up to twenty-four years.

circumstances. Nonetheless, he saw his legal fees quickly explode into seven figures. He had to sell his home in Alexandria to pay his legal fees and then ask the public to help with his legal defense fund as his fees mounted higher into the millions. Even relatively "well-heeled" citizens do not have the capacity to withstand a determined prosecutorial assault. Flynn had served in the military for thirty-three years, including five years in active combat. He did not qualify as "well-heeled."

Like so many others, as Judge Rakoff described, General Flynn felt compelled to take the plea deal offered to him: plead guilty to one count of making a false statement to the FBI agents, and continue to cooperate with the government, in exchange for which the government would recommend probation. The alternative was to risk spending the rest of his life in prison, suffering complete financial ruin, watching his son be prosecuted and sent to prison, and drowning in years of litigation—all in a process calculated to destroy one's entire family.

James Comey later boasted that he and Andrew McCabe, together with the two FBI agents, had essentially targeted and ambushed Flynn, eschewing normal procedures by sending agents to interview him without coordinating with the White House Counsel's Office. To laughter and applause from an audience at Manhattan's 92nd Street Y in December 2018, Comey described this tactic as "something we, I, probably wouldn't have done or maybe gotten away with in a more organized investigation, a more organized administration."[9]

Then, after almost two years of unimaginable stress for his entire family—each unit of which, up and down the generations, had multiple members who had served in the military—General Flynn had what he thought was going to be a sentencing hearing on December 18, 2018. He walked into Judge Emmet G. Sullivan's courtroom in Washington, D.C., with an appearance of some relief. The government had recently filed its sentencing memorandum, and it had recommended a sentence of probation for this

hero who had served his country brilliantly in and out of combat for thirty-three years.

Federal judges usually accept the recommendation of the government in plea agreements, and everyone in attendance that day expected Judge Sullivan to enter that sentence in a relatively short and pro forma proceeding.

Powell, who later became counsel for Flynn, harbored a belief that Sullivan would call out the government for its violations of the *Brady* rule—that is, for shirking its obligation, as mandated by the Supreme Court, to turn over to the defense lawyers any exculpatory evidence in government files. Nothing at the hearing, however, unfolded as anyone might have expected. It was obvious even to untrained observers that neither General Flynn nor his counsel were prepared for it.

Judge Sullivan, whom Powell has called the "judicial hero" of *Licensed to Lie*, is most famous for having held the prosecution's feet to the fire in the case of Senator Ted Stevens, as discussed in Chapter 3. He recognized the government's failure to produce evidence favorable to the defense, dismissed the charges against Stevens, and excoriated the government for its misconduct. Indeed, Sullivan is one of the few federal judges who have been willing to hold the government to the high standards to which it should be held, given the Supreme Court's mandate that it seek "justice—not convictions."

Powell was shocked when it seemed a "different" Emmet G. Sullivan appeared on the bench that day. He began the hearing by noting that the government had just that morning, at 10:13, filed documents it had "inadvertently omitted" from its previous filings. Those were documents Judge Sullivan had ordered to be filed because the sentencing memo filed by the Flynn defense team noted the unusual ambush-interview of Flynn to distinguish his case from other prosecutions.

Even more shocking, in this high-profile case, and in a courtroom packed with media reporting it live, the almost unrecogniz-

able Judge Sullivan got the facts of the case wrong. He effectively accused General Flynn of selling out his country while he was in the White House. No one knew where that came from—except perhaps the government, as one of the many things they can do is file information with the Court *ex parte* and under seal. Not even the defense knew everything the government had filed.

The judge cast the word "treason" around with abandon, causing the media to report for an hour that the judge was accusing Flynn of having committed this most heinous crime. Sullivan might as well have driven a wooden stake through the heart of a man descended from generations of military service to this country.

Judge Sullivan voiced his abject "disgust" for Flynn's conduct. He accused Flynn of working for the government of Turkey while he was in the White House. Aside from the fact that Turkey is one of America's strategic and NATO allies, Flynn had ended that brief contractual relationship before he accepted the position on President-Elect Trump's transition team, and he never worked *for* the government of Turkey. On advice of counsel, he had registered under FARA upon demand of the FARA section of the Department of Justice and stated that some of the work he did on a three-month project may have inured to the principal benefit of Turkey. However, his firm was not paid by Turkey but by a businessman.

Judge Sullivan returned after a recess and tried to clarify and retract his worst remarks, but the damage had already been done. He made clear that he intended to send Flynn to prison. After the recess, Flynn accepted the judge's offer to postpone his sentencing while he provided further cooperation to the government on its FARA-related case against Flynn's former business partner, Bijan Rafiekian, in the Eastern District of Virginia.

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General Flynn's guilty plea epitomizes every problem with the plea process. Yes, Flynn entered a guilty plea, but that does not mean he did anything illegal. All it means is that he saw no other way

out—like so many others standing in similar shoes, including a disproportionate number of young minority men who have no resources whatsoever. When the full might and weight of the federal government are brought to bear against an individual, many see no choice but to plead guilty to a lesser charge, even if it has been concocted by prosecutors. And prosecutors depend upon this natural reaction as a means to elicit a false answer, thus allowing them to put the kind of pressure on the target that gets him to "sing and compose." Now imagine that the pressure is applied with the immeasurable hubris and endless funding of the "special prosecutor" and his relentless and heavily armed team.

The beating a defendant takes with a guilty plea is less than the beating a defendant takes if he dares to fight, and finds himself in the real torture of solitary confinement, while his friends, family, and business associates are harassed, threatened, and indicted themselves. That is what happened to Paul Manafort (as described in Chapter 7). Prosecutions in Mueller's and Weissmann's prior inquisitions have extended for as long as ten years, a life-wrecking period of expensive and all-consuming trench warfare where one side has unlimited resources to engage in a war of attrition. Several defendants in Enron-related litigation pleaded guilty after obtaining verdicts of acquittals but having juries unable to reach a verdict or "hung" on some counts, which enabled the government to prosecute the defendants again, and so they faced their *third* trial. There is no limit to the number of times the government can drag a defendant through a trial when the jury does not return verdicts of "not guilty" on all counts.

Can you, the reader, even imagine what you would do if, despite being a law-abiding good citizen all your life, you suddenly found yourself the target of a "special counsel" investigation, threatened with life in prison, threatened with the indictment of your children and your business associates, your savings completely drained, having to start a Go-Fund-Me account, and interrogated for hour after hour by people dying to trap you and send you to prison?

Those who have not endured a criminal prosecution, or been close to someone who has, cannot begin to imagine the toll it takes on everyone involved—the entire family. The stress is incomprehensible. The world is upside down. It's the Twilight Zone. For someone who *has* experienced this system—whether as a target or as the lawyer for a target—it is difficult to deem this a "justice" system in any meaningful sense.

General Flynn's case exemplifies a second problem encountered, albeit not as often, in the plea process. The judge is not required to accept the prosecutor's sentencing recommendation. Sometimes this benefits the defendant—as prosecutors often want a greater sentence than is warranted—but in Flynn's case it did quite the opposite. The primary incentive in the prosecutor's toolkit for coercing a guilty plea is the power to offer a deal for less time in prison. If the judge doesn't accept that, it eliminates most of the prosecutor's leverage.

Flynn is now branded a traitor by some, grossly unfairly, because he didn't fight the charges—at least by the date of his originally scheduled sentencing.† Once a defendant has pleaded guilty, he is required to admit to—in effect, to adopt—what the government drafts as the "factual basis" for the plea. The government is often very liberal in what it includes in that factual basis.

One need only look at the example of the plea and factual basis to which President Trump's former lawyer Michael Cohen agreed. Cohen entered a plea of guilty to two counts of "election law violations" that are completely unprecedented. That is, as can happen in federal prosecutions, those two "election law violations" are not crimes. As in the Arthur Andersen and Merrill Lynch cases, the prosecutors made up these offenses, but Cohen stands convicted of five federal felonies. So, Cohen is not actually guilty of what Cohen pleaded guilty to, but the prosecution will try to get mileage out of

† Flynn's entire case took a dramatic turn when Powell undertook his representation in the summer of 2019 as he was cooperating in the Eastern District of Virginia. As of this writing, the case is still in progress, and the details of the turn-around will have to await Powell's next book.

that plea agreement to use against others. Michael Cohen will be dancing to the federal prosecutors' tune like a trained monkey until they, who hold the leash and play the tune, say otherwise. Indeed, he was sent to prison even after extensive cooperation, and then the prosecutors are able to dangle over his head the possibility of a sentence reduction if he proves more "cooperative" after he has spent some time "in the system."[10]

The third problem with the guilty plea process is that the better the deal the prosecutors offer a truly guilty defendant, the more that defendant must "cooperate" with the government to its satisfaction—which is determined solely at the discretion of the prosecutors. They can require thousands of hours of interviews, and testimony in multiple trials, and can postpone the cooperator's sentencing until they have squeezed everything they want out of him. A judge will often postpone imposing sentence until after the prosecutor has certified to the judge that the defendant has in fact "cooperated." Thus, the defendant dances to the prosecutor's tune to earn his reduced sentence. It is the extraordinary person who has the integrity to resist a prosecutor's efforts to put words in his mouth that provide "evidence" to support the prosecutor's "narrative" or "theory" of the case.

Once a defendant has signed a plea-and-cooperation deal, he has indeed sold his soul to the devil. At least two cooperating defendants in the authors' personal experience have spent time in solitary confinement—the prosecutors' way of persuading them to "cooperate" more fully.[11] Solitary confinement is total sensory deprivation. It is a means of torture, and often can drive a sane man insane within twenty-four hours. People will agree to anything to get out of solitary confinement, and it is the rare person who can endure this kind of torture without capitulating to the prosecutors' demands. Testimony produced by such a system is virtually guaranteed to be false.

It happened to Ted Stevens when he was a United States senator, as both authors discussed in our prior books (Powell in *Licensed to Lie* and Silverglate in *Three Felonies a Day*). It happened to the many people later exonerated by the Innocence Project, and to the many whose names fill the National Registry of Exonerations.[12] It is happening in front of our eyes.

There are innocent people in our prisons right now—many on guilty pleas. Selective political persecutions of people who have been targeted, with concocted crimes, is contrary to everything the Department of Justice is supposed to represent. It is imperative that we not send another innocent person to prison.

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The first step in reforming the plea process is to compel prosecutors to produce all material required by the *Brady* rule before a defendant can be asked to plead. Some courts require this, but others do not. No one should enter a plea of guilty until he possesses any evidence the government has that might exonerate him or defeat the government's case.

Second, as we discuss in Chapter 7, there should be a limit on the number of charges that prosecutors can bring in nonviolent, first-offender, non-drug cases, and perhaps in all cases except when there are specific, direct victims of the defendants' alleged crimes. If the prosecutors cannot pile on insurmountable charges, defendants will stand a chance of mounting a defense even through a trial. Trials will be shorter, there can be more trials (and fewer plea bargains), and the system should be fairer overall. That alone will improve the fairness of the plea process.

Third, there should be no toll imposed upon a defendant for defending himself. The right to trial by jury is protected by the Constitution, and no one should be penalized for exercising that right.[13] As it stands now, judges often "charge rent on the courtroom," in that the sentence will be longer for anyone who goes to trial simply because he went to trial. The sentencing guidelines provide for an obstruction enhancement,[14] and while it isn't black-and-white, most pre-sentence officers and judges add two levels to the defendant's

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

HONORABLE MARY S. SCRIVEN

CASE NO.	8:19-cr-334-T-35CPT	DATE: November 18, 2020
TITLE:	USA v. **Joseph S. Anile, II**	
TIME:	9:12 AM – 10:41 AM	TOTAL: 1 HR 29 MIN

Courtroom Deputy: Cynthia Biron	
Court Reporter: David Walker-Collier	Probation: Tashika Curtis

Counsel for Government:	Rachelle Desvaux Bedke
Counsel for Defendant:	Gerard Marrone, Michael Gonzalez

CRIMINAL MINUTES

The Court has confirmed that Defendant, after consulting with his attorney, consents to holding this hearing via Zoom videoconference, with all parties appearing as such.

Defendant sworn and adjudicated guilty as to Counts One, Two, and Three of the Information.

Witnesses:

- Patti Katter; sworn and testified
- Kenneth Katter; sworn and testified
- Matthew Michaud; sworn and testified
- Mitchell Rosen; sworn and testified

Imprisonment: **ONE HUNDRED TWENTY (120) MONTHS, consisting of 120 months as to Count One, 120 months as to Count Two, and 36 months as to Count 3, all such terms to run concurrently.**

Supervised Release: **THREE (3) YEARS, consisting of 3 years on Counts One and Two, and 1 year on Count Three, all such terms to run concurrently.**

Special Conditions of Supervised Release:

- Defendant shall submit to a search of your person, residence, place of business, any storage units under your control, computer, or vehicle, conducted by the United States Probation Officer at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of release.

Defendant shall inform any other residents that the premises may be subject to a search pursuant to this condition. Failure to submit to a search may be grounds for revocation.

- The mandatory drug testing provisions of the Violent Crime Control Act are waived. The Court authorizes random drug testing not to exceed 104 tests per year.

- Defendant shall be prohibited from incurring new credit charges, opening additional lines of credit, acquisitions or obligating himself/herself for any major purchases (over $500), **or attempting to do so**, without the ***express prior approval*** of the probation officer.

- Defendant shall provide the probation officer access to any requested financial information.

- Defendant shall refrain from engaging in any employment related to financial trades or consultation related to trades.

- Defendant shall fully cooperate with the Internal Revenue Service and in keeping with that cooperation provide the Internal Revenue Service with lawful tax returns for the years 2016, 2017, and 2018. Additionally, Defendant shall pay all outstanding taxes, interest, and penalties relating to the offense of conviction. Furthermore, Defendant shall provide the probation officer with verification that the income tax obligations are being met to the fullest extent possible.

Restitution: $53,270,336.08 *(See Criminal Monetary Penalties section of the Judgment for details)* joint and several with Michael J. DaCorta in related case No. 8:19-cr-605-T-02CPT

While in the Bureau of Prisons custody, the defendant shall either (1) pay at least $25 quarterly if the defendant has a non-Unicor job or (2) pay at least 50% of his monthly earnings if the defendant has a Unicor job. ***Upon release from custody***, the defendant shall make monthly payments of no less than $500.00 and this payment schedule shall continue until such time as the Court is notified by the defendant, the victim or the government that there has been a material change in his ability to pay.

Fine is waived.

Special Assessment: $300.00. This obligation is to be paid immediately.

The Court recommends the following to the Bureau of Prisons:

- Placement at a facility that can manage the Defendant's medical needs – The Court first recommends Butner in North Carolina.

Defendant to surrender to the designated institution as notified by the US Marshal but not before June 2021.

The defendant is ordered to remain at home expect as necessary to attend medical appointments and legal proceedings, and to confer with counsel. Any efforts to leave the home must be pre-approved by the office of Probation. Defendant's remaining previously imposed terms and conditions of supervision remain in effect through the date of his surrender in June 2021.

Defendant is directed to confer with the U.S. Marshals via telephone after the proceeding to coordinate processing.

Defendant advised of right to appeal and of right to counsel on appeal.

Forfeiture ordered by the Court. Forfeiture order is made a part of the Judgment.

GUIDELINE RANGE DETERMINED BY THE COURT AT SENTENCING

Total Offense Level	35
Criminal History Category	I
Imprisonment Range	168 – 210 months
Supervised Release Range	1 - 3 years on Cts.1, 2; 1 year as to Ct. 3
Restitution	$53,270,336.08
Fine Range	$40,000 - $250,000
Special Assessment	$300.00