

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

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

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

v.

OASIS INTERNATIONAL GROUP,
LIMITED ET AL.,

Defendants.

_____ /

**RECEIVER’S MOTION IN LIMINE
TO CONDITIONALLY ADMIT CO-CONSPIRATOR STATEMENTS
PURSUANT TO FED. R. EVID. 801(d)(2)(E)**

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the “**Receiver**”), hereby moves the Court to conditionally admit co-conspirator statements pursuant to Fed. R. Evid. 801(d)(2)(E). As explained below, Greg Melick, Jason McKee, Michael DaCorta, Brent Winters, and Stephen Preziosi (“**Respondents**”) are affiliated with the Oasis Helpers Group (the “**Helpers Group**”), which is a joint venture or common enterprise with a shared goal – specifically, to raise money from defrauded investors to fund DaCorta’s legal expenses on the promise that a successful effort will force “the government” to pay DaCorta more than \$700 million in damages. The Receiver has long characterized the

group's activities as a "recovery fraud."¹ Any statement made by (1) any Respondent, (2) any other member of the Helpers Group, or (3) the Helpers Group generally is a co-conspirator statement and thus not hearsay.² This extends to unsigned "Lender Updates" disseminated to the group and made available on its website (www.oasisreplevin.net) as well as YouTube videos that use AI avatars of fictional people (and judges) to disseminate the group's message. As explained below, all of these statements are made in furtherance of the group's shared goal and thus the conspiracy.

Although this is styled as a motion in limine – *i.e.*, seeking a threshold determination – the Court need not resolve this motion before the evidentiary hearing. As explained below, the Court can conditionally admit the Receiver's exhibits and defer the matter until the close of evidence. The Receiver submits this motion now, however, to conserve time and resources so that the hearing can focus on testimony and substantive matters rather than evidentiary argumentation.

BACKGROUND

In his motion for an order to show cause, the Receiver demonstrated that Respondents Greg Melick and Jason McKee are members of the so-called Oasis

¹ See [Don't be Re-Victimized by Recovery Frauds | CFTC](#), last accessed July 12, 2026.

² Statements made by Respondents are also party admissions for the purpose of this proceeding and thus not hearsay under Fed. R. Evid. 801(d)(2)(A).

Helpers Group. The Helpers Group, in turn, paid Brent Winters, Ronald Kurpiers, and Stephen Preziosi to represent defendant Michael DaCorta. Melick also served as a “paralegal” for Winters in connection with Preziosi’s appeal of the Court’s entry of summary judgment against DaCorta in this action and the Section 2255 petition Preziosi filed on DaCorta’s behalf in a related action. All of these individuals worked in active concert and participation with each other in furtherance of the group’s shared goal.

The nature of this joint venture and common enterprise is demonstrated by copious documentary evidence. For example, the Helpers Group maintains a website at oasisreplevin.net. According to that website,

[w]e are an informal, largely volunteer, group of people who are working together to right a serious injustice that was visited upon our friends and family members by government agents. Our group has in it an electrician, a nurse, an attorney, a couple of paralegal assistants, a couple former law-enforcement officers, business men and women, a teacher, a Forex trading coach, an accountant, and a professional computer programmer. Additionally, others lend us a hand when the need arises. We are wholly dedicated to the complete restoration of Oasis International Group’s assets and those of its lenders.

[Oasisreplevin.net/?page=about](https://oasisreplevin.net/?page=about), last accessed on July 12, 2026. Other documents stress the importance of the group and the need to stick together to combat the Receiver, or in their vernacular – the “Deceiver.” *See, e.g., Exhibit A.* On April 29, 2022, Melick wrote to Winters, McKee, and Michelle Utter, the group’s secretary, about launching the aforementioned website:

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.

Exhibit B.

On April 12, 2022, Melick wrote McKee, Winters and others to encourage investors to file a "Notice & Objection" with the Court: "This an **EXTREMELY IMPORTANT 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!" **Exhibit C** (original emphasis). The Helpers Group then inundated the Clerk of the Court with approximately 150 filings, which the Court struck *sua sponte* (See Docs. 489-586, 588-636) as "a scheme — clearly led and directed by one person or a group of people — to disrupt the orderly administration of this Receivership case" (Doc. 638 at 7 (emphasis added)).

As another example, the Receiver has repeatedly complained that the Helpers Group is telling claimants that the government will owe investors — or, more accurately, DaCorta — approximately \$700 million if DaCorta prevails on appeal in this case. **Exhibit D** shows how Melick and the Helpers Group calculated that absurd number and contains many other important misrepresentations. According to Melick, "Here is a very detailed and comprehensive Memo that should go out immediately to our group." *Id.* at 1.

When Mike is found not guilty and/or the civil case is dismissed, the government will need to restore Oasis to all of its holdings. Lenders who did not settle beforehand would then have the option of withdrawing all or part of their loan(s) plus earnings from Oasis. But those who settled with the Receiver will not have that option because their settlement agreement will no doubt result in their Oasis account being closed. In our example, the government would save \$78,000 of the \$100,000 loan it would otherwise have to pay back to Oasis by settling with you for just \$22,000 and closing that account. Multiply that by a few dozen Lenders who decide to settle, and it could add up to a lot of money saved by the government at Lenders' expense (and that's just one possible reason the Receiver is rushing to judgment for settlements).

...

Table 2 shows in detail what the value of these things approximated on Dec 31, 2021 according to estimated and professionally appraised values. The losses are estimated at \$662,494,515 and still running...

...

When Oasis is restored as a consequence of Mike's pending trial and a successful adjudication of the original Complaint, we anticipate the full recovery of your principal and earnings, plus accrued damages.

...

Should you accept the Receiver's offer? We suggest not, but of course that's up to you. If you wish to do so, please notify our group so that we may provide you with the necessary Rescission Form with which you can withdraw your Power of Attorney Agreement and Attorney-Client Agreement (if you have one) from Attorney Brent Winters. After you do that, you're on your own. We will not accept any future contract for legal assistance with anyone who withdraws now, regardless of the circumstances.

...

Even if Oasis is fully restored and/or you become otherwise capable of receiving full restitution for losses arising from Oasis, if you choose to accept the terms of a settlement with the Receiver, any litigation needed to pursue your rightful claims to any additional funds would not be engaged by Mr. Winters on your behalf.

Id. at 1, 2, 3 & 8.³

The Helpers Group made similar misrepresentations to investors through YouTube videos. A transcript of one such video is attached as **Exhibit E**.⁴ In the video, AI avatars, including one resembling the presiding judge, repeatedly tell investors that they must support DaCorta to recover any more money, individually or as a group.

Michael has retained Attorney Winters for legal support, which Mr. Winters has provided by retaining Attorney Kurpiers for work in the civil case and Attorney Preziosi to represent Michael both on appeal in the civil case and on Mike's Section 2255 motions for a new trial in his criminal case. Since Michael is the only party left in the civil case with standing in court to defend against the CFTC's charges. Only by having a current attorney/client agreement with Michael's lawyer, Mr. Winters, may lenders hope to receive further meaningful recovery of their loans.

(Emphasis added....)

To make this as simple and clear as possible, if you're not honoring your attorney/client agreement, you're not supporting Michael. Moreover, since the Court says you have no standing, you cannot hire another attorney to represent your interests.

...

Lenders who refuse to honor their attorney/client agreement with Mr. Winters are only spectators and not parties to the process, nor to the outcome. If the case is remanded and tried and Michael prevails, any restitution awarded will go to him. Neither Michael nor his counsel will have a legal duty, moral obligation, or incentive to share that restitution with those that did not assist in funding Mike's defense. In short, no

³ Showing a remarkable misunderstanding of the process, Melick routinely refers to the Receiver's claims determinations as "offers" and "settlements." They are no such thing. The Receiver will return as much money to claimants as he can recover consistent with the Court-approved determinations. Under no circumstances, however, will anyone recover \$700 million from "the government" or otherwise.

⁴ See www.youtube.com/watch?v=qOZ4L77JeIk, last accessed July 12, 2026.

contribution, no participation. No participation, no further claim. Those who help may be helped.

...

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

Emphasis added.⁵ These exemplary documents demonstrate that the Helpers Group is an insular, coercive joint venture or common enterprise led by certain Respondents for the benefit of Michael DaCorta. As explained below, any statement by any member of the Helpers' Group, including any Respondent, or even by a generic Helpers Group email account or fictional avatar should be admissible against any other Respondent as a non-hearsay statement by a co-conspirator.

In summary, the statements the Receiver seeks to introduce under Fed. R. Evid. 801(d)(2)(E) can be grouped into three general categories. First, the Receiver seeks to admit numerous emails, mostly authored by Greg Melick. He

⁵ Winters is charging a contingency fee on money recovered and distributed by the Receiver. In fact, because Preziosi appealed the Court's entry of summary judgment against DaCorta, Winters and the Helpers Group invoked the appellate clause of his engagement agreement to bump the contingency fee from 10% to 15%. To be clear, the appeal has nothing to do with the investors' claims or the Receiver's determinations; it only relates to DaCorta's personal liability. Charging a contingency fee on money someone else collected and distributed is nothing short of criminal.

is a prolific user of email, and Michelle Utter's production in response to a subpoena from the Receiver contained dozens, if not hundreds, of communications he drafted. *See* Doc. 906 (declaring to producing more than 5,000 documents). The attached exhibits contain several examples. These communications should be admissible against all Respondents under Fed. R. Evid. 801(d)(2)(E).

Second, the Helpers Group routinely circulated "Lender Updates" to hundreds of its members. These documents were typically drafted by Greg Melick and distributed by Michelle Utter. The Helpers Group also stored (and continue to store, as of the date of this filing) the Lender Updates in Dropbox folders associated with their website. The Lender Updates contain hyperlinks to the Dropbox folders and to other Lender Updates. An example with functional hyperlinks as of the date of this motion is attached as **Exhibit F**. The ability to employ Fed. R. Evid. 801(d)(2)(E) is important because almost all of the Lender Updates are unsigned. They were also distributed through unnamed email addresses like oasishelpers@oasisreplevin.net (believed to be Utter and then Melick) and helpingoasis@gmail.com (believed to be McKee). Such documents should nevertheless be admissible against all Respondents because they originate from the common enterprise and further its purpose – *i.e.*, to support Michael DaCorta and to raise money from investors.

Third, on July 9, 2026, the Receiver served transcript designations on Respondents from three videos created and published by the Oasis Helpers Group. One transcript is already attached as Exhibit E; the other two are attached as **Exhibits G & H**. The first video, entitled “Notice to Lenders,” contains AI avatars of fake spokespeople and of the presiding judge. *See* Ex. E. As of the date of this filing, it is available online.⁶ The Receiver presented this video to the Court during the March 24, 2026, status conference, which no Respondent attended, and it has been available from the Clerk’s office since that date. *See* Docs. 901 & 902. The second video, entitled “Behind the Eight Ball,” was also presented to the Court during the status conference and has also been available from the Clerk’s office. *See* Ex. G. As of the date of this filing, it is available online.⁷ The third video, entitled “Substance of a Complaint” is about how to file a Florida bar complaint against the Receiver. *See* Ex. H. It was not used during the status conference but is available online as of the date of this filing.⁸ These videos were derived from Melick’s YouTube channel.⁹ Some of the videos contain appearances by McKee, Melick, and Winters and thus party admissions, but they also contain AI avatars, including

⁶ *See* www.youtube.com/watch?v=qOZ4L77JeIk, last accessed July 12, 2026.

⁷ *See* oasisreplevin.net/?page=media_library;youtu.be/zD0mR3GWOiw?si=JswhlJvdK6COuyIG; last accessed July 12, 2026.

⁸ *See* www.youtube.com/watch?v=np8gYmlq5lg, last accessed July 12, 2026.

⁹ *See* www.youtube.com/@tradinggraces4551, last accesses July 12, 2026.

the presiding judge. These avatars were created, scripted, and published in furtherance of the Helpers Group's shared goal. Their programmed statements are as admissible against the Respondents as any other statement by a member of the conspiracy.

ARGUMENT

I. THE CO-CONSPIRATOR STATEMENTS ARE NOT HEARSAY

Under Federal Rule of Evidence 801(d)(2)(E), a statement is not hearsay if it is offered against an opposing party and was made by the party's co-conspirator during the course and in furtherance of the conspiracy. To admit a statement under this rule, the offering party must establish by a preponderance of the evidence that: (1) a conspiracy, joint venture, or common enterprise existed; (2) the declarant and the defendant were members of that venture; and (3) the statement was made during the course and in furtherance of the venture. *See, e.g., Bourjaily v. United States*, 483 U.S. 171, 175 (1987).

Pursuant to Federal Rule of Evidence 104(a), the Court determines preliminary questions regarding the admissibility of evidence. "In so deciding, the [C]ourt is not bound by evidence rules, except those on privilege." Fed. R. Evid. 104(a). "Rule 104, on its face, appears to allow the [C]ourt to make the preliminary factual determinations relevant to Rule 801(d)(2)(E) by considering any evidence it wishes, unhindered by considerations of admissibility." *Bourjaily*, 483 U.S. at 178. Courts "may consider both the

coconspirator's hearsay statement and independent outside evidence." *U.S. v. Van Hemelryck*, 945 F.2d 1493, 1499 (11th Cir. 1991); *see also U.S. v. Magluta*, 418 F.3d 1166, 1180 (11th Cir. 2005). As such, the Court may consider the exhibits to this motion as well as any further documents or testimony presented during the hearing in making its admissibility determination.

A. The Helpers Group Is A Common Enterprise With A Shared Goal

Importantly, the Eleventh Circuit clarifies that Rule 801(d)(2)(E) applies equally to civil actions and does not require that the conspiracy be illegal or fraudulent; it applies to any shared joint venture or common enterprise. *United States v. Holland*, 117 F.4th 1352, 1356 (11th Cir. 2024) ("The word 'conspiracy' as used in the rule can refer to either (1) an agreement to do something unlawful or (2) the act of working together toward a shared goal (i.e., a joint venture)."); *see also United States v. Postal*, 589 F.2d 862, 886 n.41 (5th Cir. 1979) (binding precedent holding that the conspiracy need not be unlawful to trigger the rule); *United States v. El-Mezain*, 664 F.3d 467, 503 (5th Cir. 2011), *as revised* (Dec. 27, 2011) (collecting cases from sister circuits to "reaffirm ... precedent that Rule 801(d)(2)(E) does not require that a statement be made in furtherance of a criminal undertaking in order to be admissible as non-hearsay.").

This is important because the Court need not adopt the Receiver's view of this dispute to conditionally admit statements made by any member of the Helpers Group – named, unnamed, or digital. *See Postal*, 589 F.2d at 886 n.41. If the Helpers Group is perpetrating a recovery fraud for the benefit of Michael DaCorta and others, it is a joint venture or common enterprise with a shared goal. If the Helpers Group is valiantly fighting overreach by the Receiver, the CTFC, the DOJ, and the Court in an attempt to make every investor whole or even to recover \$700 million in damages from the government, it is still a joint venture or common enterprise with a shared goal. In either event, there is enough information attached to this motion and already in the Court's record (like the Receiver's interim and supplemental reports) for the Court to conclude that the Helpers Group and the Respondents have formed a common enterprise with a shared goal. That fact is already indisputable and will only become more so during the evidentiary hearing.

While the Court may consider the contents of the statements themselves to determine the existence of the enterprise, the Receiver will also provide independent, corroborating evidence. This includes the flow of almost \$900,000 into a trust used to pay Kurpiers and Preziosi and to buy gold coins from Intermountain Precious Metals worth hundreds of thousands of dollars, which will establish by a preponderance of the evidence that the Respondents were engaged in a joint objective or shared goal.

**B. The Declarants And The Respondents Are Members Of
The Common Enterprise With A Shared Goal**

Like the foregoing, this fact is indisputable. Greg Melick was a driving force and drafted most of the communications sent to investors to lull them into a false sense of trust and to extract money from them to fund the lawyers. He is a beneficiary and successor trustee of the trust used to raise that funding. A copy of the Certification of Trust is attached as **Exhibit I**. Jason McKee is the group's treasurer. He is the trustee of the trust and also a beneficiary. *Id.* Brent Winters is the group's main lawyer, although it is not clear that he has actually accomplished anything other than hiring other lawyers and charging 15% of the Receiver's distributions as compensation. His wife, Susan Winters, is the settlor of the trust. *Id.* Stephen Preziosi is DaCorta's appellate lawyer. The Helpers Group is counting on him to recover \$700 million from "the government." As also excerpted above, the Notice to Lenders video summarizes the situation well:

Michael has retained Attorney Winters for legal support, which Mr. Winters has provided by retaining Attorney Kurpiers for work in the civil case and Attorney Preziosi to represent Michael both on appeal in the civil case and on Mike's Section 2255 motions for a new trial in his criminal case. Since Michael is the only party left in the civil case with standing in court to defend against the CFTC's charges. Only by having a current attorney/client agreement with Michael's lawyer, Mr. Winters, may lenders hope to receive further meaningful recovery of their loans.

Ex. E. (emphasis added). This is the essence of the scheme, and the Respondents are all participants to varying degrees. There is no reason why

investors should, much less need, to be represented by the same lawyer (*i.e.*, Winters) who also represents the person criminally convicted of defrauding the investors. This is a glaring conflict of interest that is never addressed in any of the Helpers Group's communications.

In addition, conspirators cannot escape the Federal Rules of Evidence by refusing to sign their conspiratorial statements, using generic email addresses like oasishelpers@oasisreplevin.net, or even by inventing fake co-conspirators in the form of AI avatars. "The failure of a document to identify the declarant is not fatal to admissibility under Rule 801(d)(2)(E) ... if the facts and circumstances surrounding the making of the statement indicate that the speaker is a member of the conspiracy or joint venture." *El-Mezain*, 664 F.3d at 505 (collecting cases and noting, "Our conclusions ... are consistent with those of our sister circuits, which have also held that anonymous statements may be admissible under Rule 801(d)(2)(E) if sufficient evidence is presented to connect the declarant with the conspiracy at issue.")).

For example, the *Postal* court affirmed the admission of a logbook where it was unclear who created and kept the log. *See Postal*, 589 F.2d at 886 n.41 ("Although it is not clear who authored the logbook (it appears to have been kept by more than one of those on board the La Rosa)[,] we think it inescapable that one of the crew of the La Rosa did so."). "There is no doubt that the logbook was that of the La Rosa because it was the only such book found, and its fixes

corresponded closely to notations on charts also found on board.” *Id.* Here, the unsigned Lender Updates match the drafts Melick sent to Utter for distribution in tone, substance, style, and format. They are also stored on the same website and in the same Dropbox architecture as the documents attached to the emails from Melick. As such, they are admissible against Respondents even though Melick apparently tried to hide his authorship. *See United States v. Dynalectric Co.*, 859 F.2d 1559, 1582 (11th Cir. 1988) (affirming admission of phone call despite “relative anonymity of the caller”).

Likewise, the YouTube videos bear the Oasis replevin logo and match the Helpers Group’s other messages in tone, substance, style, and format. Melick, McKee, and Winters even appear in some of the videos. It may not be evident who put the words into the avatars’ mouths, but it was clearly someone from the Helpers Group. One cannot escape allegations of misrepresentation and coercion simply by putting one’s misrepresentations into the mouth of a fictional “person.” “[A] statement is something uttered by a person, so nothing said by a machine is hearsay.” *United States v. Khorozian*, 333 F.3d 498, 506 (3d Cir. 2003), *as amended* (Aug. 25, 2003). If the avatars in the videos were somehow speaking for themselves, their mechanical statements are not hearsay. If a human programmed the avatars to speak, the human was necessarily (or by a preponderance of the evidence) a member of the Helpers

Group given the circumstantial facts and evidence, and that human's statements are also not hearsay under Rule 801(d)(2)(E).

C. The Statements Were Made During The Course And In Furtherance Of The Common Venture

The Eleventh Circuit applies a “liberal standard” when determining whether a statement was in furtherance of a conspiracy. *U.S. v. Santiago*, 837 F.2d 1545, 1549 (11th Cir. 1988). Courts hold that “[t]he statement need not be necessary to the conspiracy, but must only further the interests of the conspiracy in some way.” *U.S. v. Turner*, 871 F.2d 1574, 1582 (11th Cir. 1989). *See also U.S. v. Caraza*, 843 F.2d 432, 436 (11th Cir. 1988). For instance, “[s]tatements made to solicit membership or participation in the conspiracy ... or statements explaining the conspiracy to a new member ... are made in furtherance of the conspiracy.” *Turner*, 871 F.2d at 1582.

The statements at issue were not idle gossip or retrospective narratives. Rather, they actively advanced the joint venture by misleading, pressuring, and coercing investors to donate money to DaCorta's defense and apparently to enrich members of the Helpers Group, as there seems to be no legitimate use for the gold coins. *See, e.g., Ex. E* (“Neither Michael nor his counsel will have a legal duty, moral obligation, or incentive to share that restitution with those that did not assist in funding Mike's defense.”). Under Eleventh Circuit law, statements that facilitate the conspiracy's objectives or inform

conspirators of the status of the venture easily satisfy the “in furtherance” requirement. *Turner*, 871 F.2d at 1582; *see also United States v. Hill*, 745 F. App’x 806, 809-10 (11th Cir. 2018) (affirming admissibility of “motivational” statements made “to encourage ... sales efforts, update ... the team’s progress, and hand out individual instructions”).

II. THE COURT CAN CONDITIONALLY ADMIT THE STATEMENTS DURING THE HEARING

Although this motion requests a threshold determination, such a determination need not be made prior to the hearing. *Van Hemelryck*, 945 F.2d at 1499 (citing *U.S. v. Fernandez*, 797 F.2d 943, 945 (11th Cir.1986), cert. denied, 483 U.S. 1006 (1987)). In this Circuit, a trial court may admit co-conspirator statements subject to the plaintiff later “connecting them up” with sufficient independent evidence. *U.S. v. Barshov*, 733 F.2d 842, 850 (11th Cir. 1984); *U.S. v. Allison*, 908 F.2d 1531, 1534 n. 2 (11th Cir. 1990). For instance, in *Van Hemelryck*, the appellate court upheld the lower court’s determination that the requirements of Rule 801(d)(2)(E) had been satisfied where “the district court deferred ruling on the admissibility of coconspirator statements until after all the evidence had been presented,” at which time the court found that there was “substantial evidence in addition to those statements that would tie the defendants to the conspiracy.” *Van Hemelryck*, 945 F.2d at 1498; *see also U.S. v. Hasner*, 340 F.3d 1261, 1275 (11th Cir. 2003) (upholding lower

court's admission of co-conspirator's statements because decision is supported by sufficient independent evidence); *Allison*, 908 F.2d at 1534 (upholding lower court's admission of co-conspirator statement where court ruled on issue at the close of government's case after considering all the evidence). Allowing conditional admission prevents a fractured, confusing presentation of evidence, as litigation often requires presenting the statements chronologically alongside the corroborating documentation. It will also allow the hearing to focus on testimony and substantive matters as opposed to evidentiary argumentation.

CONCLUSION

For the reasons set forth above, the Receiver respectfully requests that the Court grant this motion and conditionally admit co-conspirator statements into evidence at trial, subject to the Receiver establishing the requisite factual foundation before the close of evidence.

LOCAL RULE 3.01(g) CERTIFICATION

The CFTC has no objection to the relief requested in this motion. Preziosi opposes the requested relief. The other Respondents did not respond to the undersigned's communications.

Respectfully submitted,

/s/Jared J. Perez

Jared J. Perez, FBN 0085192

jared.perez@jaredperezlaw.com

JARED J. PEREZ P.A.
301 Druid Rd W
Clearwater, FL 33756-3852
Tel.: (727) 641-6562

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

*Attorneys for Burton W. Wiand,
Receiver*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 13, 2026, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which will serve respondent Preziosi. I also served a copy of the foregoing via U.S. Mail and electronic mail upon the following non-parties:

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

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

Jason McKee
P.O. Box 611
Elkville, IL 62932

104 S. 4th St. 611
Elkville, IL 62932
Email: jmckee573@gmail.com
treasurer@oasisreplevin.net
helpingoasis@gmail.com

/s/ Jared J. Perez_____

EXHIBIT A

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: marghcd1@verizon.net

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) 383-3170

Cell: (978) 609-0745

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 B

From: Gregory Melick entheos@startmail.com
Subject: Fwd: Launch it tonight!
Date: April 30, 2022 at 5:10 PM
To: Michele Utter shelutter@icloud.com

----- Forwarded Message -----

Subject: Launch it tonight!
Date: Fri, 29 Apr 2022 19:09:01 -0400
From: Gregory Melick <entheos@startmail.com>
Reply-To: Tradinggraces@use.startmail.com
To: Michele Utter <helpingoasis@gmail.com>, swinters77@nym.hush.com, Jason McKee <jmckee573@gmail.com>

Hi Michele,

Let's get our website out tonight with the following message:

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! Help us get it out there.

From here on, please start using our new email address: OasisHelpers@oasisreplevin.net

Have a great weekend,

The Oasis Helper Group

EXHIBIT C

From: Greg Melick tradinggraces@use.startmail.com

Subject: URGENT NOTICE: SEND TONIGHT

Date: April 12, 2022 at 9:12 PM

To: Michele Utter shelutter@me.com

Cc: Kim & Jim Mason jk.energy526@gmail.com, Jason McKee jmckee573@gmail.com, Dave Lipinczyk dlipinczyk@aol.com, John Paniagua jpania@protonmail.com, swinters77@nym.hush.com, Brent Winters brentwinters@nym.hush.com

GM

Michele,

This will need Immediate attention by all lenders so please get it out asap.

Dear friends,

This an **EXTREMELY IMPORTANT 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

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/6m91wmshzmzyo8r6/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 be 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>)

[content/uploads/2022/05/DOC-459-5.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

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, call:

Jason McKee: (618) 559-3247

Dave Lipinczyk: (585) 208-9432

Stay well,

The Oasis Helper Group

EXHIBIT D

From: Greg Melick tradinggraces@use.startmail.com
Subject: For Immediate Release to the Whole Group
Date: April 2, 2022 at 8:43 PM
To: Michele Utter shelutter@me.com

GM

Hi Michele,

Here is a very detailed and comprehensive Memo that should go out immediately to our group. It covers all the questions they've been asking over the past many months, and then some. Hopefully it won't generate more questions before Mike's trial is over, because we probably won't have answers other than those found in this.

Since it includes a lot of graphics, I've prepared a link for you to send around that they can click on and get the whole document immediately and Rob won't have to bother to upload the pictures.

Test the link for yourself to be sure it works and then send it around with your own explanation of what it is:

<https://www.dropbox.com/s/60ctmlkbmugjj6w/04-02-22%20Memo.pdf?dl=o>

Thanks and don't forget to include me in your group mail!

All the best,

--

Greg Melick
Office: (603) 383-3170
Cell: (978) 609-0745

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*

Memo

April 2, 2022

To: Oasis Lenders with Claims Through B. Winters POA

Dear Friends,

In this memo we will try to answer frequently asked questions and offer an approximate financial status report for Oasis as of the day its trading account was closed, April 18, 2019. Be advised that the figures shown are unofficial. They are as accurately representative of the facts as we are able to determine at this time. Unfortunately, the Court's prevention of Discovery, Hearings, and trial in the originating case ever since July 2019 has prevented anyone who is not directly responsible for Oasis' financial management from obtaining more precise figures. More accurate figures will no doubt be disclosed at Mike DaCorta's trial in a few weeks, so stay tuned.

The Questions

1. Why does the Receiver want Lenders to settle before there has been a trial?
2. What's the total Amount of Lender Loans "Allowed"?
3. What amount does the Receiver say Lenders claimed?
4. What % of Lender funds has the Receiver "allowed" to recover?
5. What's the difference between what's "allowed" and what the Receiver plans to pay Lenders?
6. What % of my funds may I expect to get back if the Receiver has "allowed" me 100%?
7. How much was taken from the Receivership Estate for fees, commissions, and expenses?
8. What was the approximate value of Oasis' assets on April 18, 2019?
9. What was the value of outstanding Lender loan principal balances on April 18, 2019?
10. How much was lost solely due to the government's interruption?

Summary Answers (keyed to the numbers above)

1. Though we can't know the Receiver's mind or motivations, we suggest that one motive for him to settle with you before Mike's trial and any discovery or hearing in the civil case is had may be to reduce the potential financial obligation the government will face when Mike is found not guilty and/or the original case is dismissed.
 - a. How might that work? Well, suppose the Receiver offers you for 22% of your \$100,000 loan and you settle for \$22,000 as full repayment. When Mike is found not guilty and/or the civil case is dismissed, the government will need to restore Oasis to all of its holdings. Lenders who did not settle beforehand would then have the option of withdrawing all or part of their loan(s) plus earnings from Oasis. But those who settled with the Receiver will not have that option because their settlement agreement will no doubt result in their Oasis account being closed. In our example, the government would save \$78,000 of the \$100,000 loan it would otherwise have to pay back to Oasis by settling with you for just \$22,000 and closing that account. Multiply that by a few dozen Lenders who decide to settle, and it could add up to a lot of money saved by the government at Lenders' expense (and that's just one possible reason the Receiver is rushing to judgment for settlements).

2. The Receiver has “allowed” a total of \$56,409,382.34 (*See* Table 1 in the Details section). But that number is grossly overinflated due to his having double-entered many figures. There was not that much in total outstanding loans to be repaid.
3. The Receiver’s figures assert that there was \$70,577,478.03 in Lender Claims, which too (by his own admission) contained redundant entries – and there’s no accounting other than his to verify those claims. That figure is close to twice the total principal in loans left on the books on April 18, 2019 (*See* Chart 4 in the Details Section).
4. The Receiver’s figures show he has “allowed” 80% of the “Total Claimed” amount (*See* Table 1). Note that many claims included earnings plus principal, whereas the “allowed” amounts only consider principals and never any earnings.
5. The Receiver may “allow” up to 100% of your loan principal, but his figures in Doc. 439 clearly show that he has no ability nor intention of “paying” you that amount.
6. Based on figures in Doc. 439, where the Receiver lays out his plan, he has enough in hand to pay back a little under 22% of loans that were 100% “allowed” (*See* Table 1). IF he recovers the additional \$8M he’s looking for, then that would increase to about 36%.
7. The Receiver has provided no comprehensively detailed Income Statement, which would show exactly how much has been taken by him and his agents out of the Receivership Estate, but given the figures in Table 2, it appears that approximately \$24,213,351 of the anticipated asset liquidation values have been removed from the calculated potential return to Lenders.
8. Charts 3 & 4 show \$87,152,522 of Spread Earnings plus Lender loans were registered on the Trading Platform. Lender earnings are included in the Spread Earnings. Spread Earnings fluctuated based on trading activity each day.
9. Charts 3 & 4 show that \$38,000,000 of Unsecured Loans (principal) was registered to Lenders at the time of the interruption on April 18, 2019. That amount was covered by physical assets collateralized on the trading platform and subjected to liquidation by the Receiver. An additional \$5,500,000 was lost to the Receiver’s premature and ill-advised shut-down of the 3,800,000 oz. silver trading position, which would have earned nearly \$60M in profits by February 1, 2021 if it had been held. Gold has continued to rise since. (*See* Table 3).
10. Premature precious metal sales and the liquidation of the silver trading position alone cost Oasis more than \$57,663,079 in unrealized profits on Feb. 1, 2021 (*See* Table 3). Additional accumulated losses accrued from the interruption of property and business asset appreciations, lost opportunity costs, etc. can only be roughly estimated. Table 2 shows in detail what the value of these things approximated on Dec 31, 2021 according to estimated and professionally appraised values. The losses are estimated at \$662,494,515 and still running...

Detail Tables and Charts: Explained

Table 1: The Receiver has broken Lender claims into 4 Groups; those whose loans are 1) Fully “Allowed”; (2) Partially “Allowed”; (3) Denied; (4) in the New Horizon Group; and (5) from Non-Investors.

This table shows the breakdown of those 5 groups. If your assigned Claimant No. falls within 1-271, then you’re part of the “Allowed” group. If it falls within 272-700, then you’re in the “Partially allowed” Group, etc. You will find your number on the letter the Receiver mailed to you on March 25, 2022.

As explained above (nos. 4 & 5), the amount “allowed” IS NOT the amount you will recover from any settlement with the Receiver, regardless of which group you’ve been put in.

Doc. 439 (The Receiver’s Proposed Plan of Distribution), page 39, states, “As of October 12, 2021, the Receivership accounts contained total cash of approximately \$12.4 million. The Receiver intends to make distributions on a *pro rata* basis...”. (Read or Download Doc. 439 from <https://www.dropbox.com/s/dv0euhkx3i728lb/439-Rcr%20Mtn%20for%20Misc%20Relief.zip?dl=0>)

\$12.4M is equal to 21.98% of the Total Allowed amount. Therefore, if that’s all the Receiver recovers, those who settle for the “allowed” 100% he’s offering will get back only 21.98% of their principal loan amount.

Further, Doc. 439, p. 39 stated that, “In addition to the money currently in the Receivership accounts, the Receiver anticipates obtaining almost \$8 million from the Department of Justice through the remission of seized cash, funds generated from asset sales, and money repatriated from the United Kingdom.” (we suggest you read the footnote on that page for further qualifications on this).

The addition of \$8M to the \$12.4M basis would make a Trust fund of \$20.4M available for distribution. That number represents just 36.16% of the Total “Allowed” loans. So, at best, you might receive 36.16% of your loan back under this program.

When Oasis is restored as a consequence of Mike’s pending trial and a successful adjudication of the original Complaint, we anticipate the full recovery of your principal and earnings, plus accrued damages.

	A	B	C	D	E	F
1						
2						
3						
4						
5		Allowed	1-271	<u>Total Allowed</u>	<u>Total Claimed</u>	<u>% Allowed</u>
6		Partially allowed	272-700	\$ 19,087,172.30	\$ 19,087,172.30	100%
7		Denied	701-774	\$ 36,953,838.79	\$ 44,042,611.87	84%
8		New Horizon	775-786	\$ -	\$ 5,329,888.62	0%
9		Non-Investors	787-791	\$ 325,996.25	\$ 722,061.00	45%
10				\$ 42,375.00	\$ 1,395,744.24	3%
11				\$ 56,409,382.34	\$ 70,577,478.03	80%
12		Receivership Trust		\$ 12,400,000.00		
13		in Hand				
14		Total per Doc. 439				
15						
16		Trust Percentage		21.98%		
17		of total Allowed				
18						
19		Trust + \$8M		\$ 20,400,000.00		
20		Anticipated				
21		per Doc. 439				
22						
23		Percentage		36.16%		
24		of total Allowed				
25						

Table 2: This Table is an itemization of the assets seized from Oasis and Mike DaCorta, some of which were never inventoried!

The first section (§1. “Taken from 40634 Founders Club Drive”) details things seized from Joe Anile’s residence (which was itself Oasis property), including 2 vehicles that he purchased using unauthorized Oasis funds. In all, Anile reportedly embezzled \$2,070,000 from Oasis accounts for his own and his family’s personal uses.

§2 lists Oasis-owned assets taken from Mike DaCorta’s residence (itself owned by Oasis) A similar list will have to be made for anything owned by Oasis and taken from the other Oasis properties listed in §9.

§3 lists personal property owned by Mike DaCorta.

§4 4Oaks was an LLC set up by Joe Anile and we believe it was used to purchase an OIG building lot and other uses.

§5 Oasis obtained a no-cost controlling interest in Mirror Innovations and was negotiating a royalty deal with a company to produce millions of dollars worth of product that was eagerly anticipated by stadiums, hotels, bars, restaurants, casinos, and nightclubs across the country. Though early in its developmental stages, Mirror Innovations was anticipated to be one of Oasis most successful business assets, but the government shut it down without acknowledging any value for it.

§6 Roar of the Lion Fitness was well on its way to success as an operating business asset owned by Oasis. It had already inventoried \$743,649 of product at retail, obtained its first orders, begun filing orders, and had contracts pending with health & fitness centers ready to order more when the Receiver shut it down without acknowledging any value for the seizure. It’s not known what happened to the inventory.

§7 There were many items seized and/or liquidated that were not inventoried by the Receiver. This included furniture appraised at \$350,000 that Oasis purchased from a wealthy dowager who sold it for \$10,000 in order to simply avoid the need to move it from her old home to her new one. It has disappeared. At a cost of only \$5,500,000, Oasis controlled 3,800,000 ounces of silver on its trading platform worth \$34,200,000 at the end of 2021 (a little more than half of the gains it had achieved by February 2021). As of today’s writing, that position would be worth a profit of \$34,418,000. The Receiver liquidated this position at a \$5,500,000 loss to the company.

§8 The itemized Miscellaneous Assets reflect approximate values draw from the Receiver’s reports with estimated values projected to Dec 31, 2021.

§9 Real Estate Properties owned by Oasis Management and Oasis International Group. These were seized under Civil Asset Forfeiture processes and left by the Receiver’s assigned “defense” attorney to fall by default to the U.S. Government’s claims. The Sale Price minus the Net Recovery amounts as reported by the Receiver reflect \$3,302,183.13 in commissions, fees, and expenses equal to a staggering aggregate loss of 33.45% on the sale value of these properties. The properties were professionally appraised in January 2022 and those values are shown here. Rather than preserving

these properties, as was his court mandate, the Receiver's premature sale of them resulted in approximately \$4,801,000 in lost appreciation values.

Bottom Line: The total value of all physical assets owned by Oasis (Mike DaCorta's property is not included in this figure) before expenses is approximately \$36,613,351 (this does not include the liquidated silver position). Add in the unwarranted loss of the \$5,500,000 for the liquidated silver position and you have \$42,113,351 in asset value. These numbers closely reflect the \$38,000,000 of Lender Principal shown on Charts 3 & 4 that follow.

The estimated gross losses that resulted from a combination of premature liquidations at below market value, missing inventories, the avoidance of any value given to Oasis-owned businesses like Roar of the Lion, lost opportunity costs, disbursements to the Receiver and his hirelings, undisclosed commissions paid for real estate and vehicle sales, etc., had run up to \$662,494,515 by the end of last year. This figure does not include personal losses and expenses by other defendants like Ray Montie, John Haas, Frank Duran, Mainstream Funding, etc. As Ricky Ricardo would say, there's a lot of 'splain'n to do here.

Table 2				
	Item Count	Item Price	Value 12/31/21	Delta
\$1. Taken From 4064 Founders Club Drive				
2015 Mercedes Benz SLK 350 (unauthorized purchase w/OIG money)	1	\$ 28,050.00	\$ 28,050	\$ -
2016 Mercedes Benz GLE 400 (unauthorized purchase w/OIG money)	1	\$ 37,000.00	\$ 37,000	\$ -
100 Ounce Silver Bars (OIG property)	100	\$ 150,900.00	\$ 385,000	\$ 234,100
One Ounce Gold Coins (OIG property)	200	\$ 255,320.00	\$ 420,000	\$ 164,680
U.S. Currency (OIG property)	N/A	\$ 62,750.00	\$ 62,750	\$ -
Quietsource 48KW Generator (OIG property)	1	\$ 28,017.00	\$ 28,017	\$ -
Sub-Total		\$ 562,037.00	\$ 960,817	\$ 398,780
\$2. Oasis Management Property taken from 13318 Lost Key				
100 Ounce Silver Bars	64	\$ 96,576.00	\$ 246,400	\$ 149,824
\$1.00 Silver One Ounce Coins	1,500	\$ 22,635.00	\$ 57,750	\$ 35,115
Credit Suisse One Ounce Gold Ingots	3	\$ 3,829.80	\$ 6,300	\$ 2,470
APMEX.com One Ounce Silver Coins	5	\$ 75.45	\$ 193	\$ 117
Lady Liberty \$50 Gold One Ounce Coins	7	\$ 8,629.80	\$ 14,700	\$ 6,070
Lady Liberty \$50 Gold One Ounce Coins	40	\$ 48,000.00	\$ 84,000	\$ 36,000
Lady Liberty \$1.00 Silver One Ounce Coins	120	\$ 2,400.00	\$ 4,620	\$ 2,220
"Bitcoin" One Ounce Gold-Plated Coin	1	\$ 1.00	\$ 1	\$ -
U.S. Currency (OIG property - inventoried by Receiver as \$160,000)	N/A	\$ 170,000.00	\$ 170,000	\$ -
Quietsource 48KW Generator	1	\$ 24,969.81	\$ 27,950	\$ 2,980
Computer - iMac large screen	1	\$ 2,500.00	\$ 2,500	\$ -
Computer - Windows trading station	1	\$ 2,500.00	\$ 2,500	\$ -
X-Chair	1	\$ 500.00	\$ 500	\$ -
Large Wall Painting	1	\$ 1,000.00	\$ 1,000	\$ -
Fine Art Originals	2	\$ 5,000.00	\$ 5,000	\$ -
Fine Art Originals	1	\$ 10,000.00	\$ 10,000	\$ -
Sub-Total		\$ 398,616.86	\$ 633,414	\$ 234,797
\$3. Mike DaCorta's Personal Property taken from 13318 Lost Key				
2017 Maserati Ghibli S Q4	1	\$ 60,800.00	\$ 60,800	\$ -
2018 Land Rover Range Rover Velar	1	\$ 57,825.00	\$ 57,825	\$ -
2015 Land Rover Range Rover Evoque	1	\$ 25,100.00	\$ 25,100	\$ -
Pool Table (not inventoried by Receiver)	1	\$ 2,500.00	\$ 2,500	\$ -
Coffee Table	1	\$ 200.00	\$ 400	\$ 200
Televisions	4 not 2	\$ 7,000.00	\$ 7,000	\$ -
Safe	1	\$ 200.00	\$ 400	\$ 200
Outdoor Speakers	2	\$ 150.00	\$ 300	\$ 150
Pool Table Chairs	2	\$ 300.00	\$ 600	\$ 300
Natuzzi Leather Sofa/Loveseat/Chair	1	\$ 8,000.00	\$ 8,000	\$ -
Living Room Couches	1	\$ 500.00	\$ 1,000	\$ 500
End Tables	2	\$ 500.00	\$ 1,000	\$ 500
Varidesk	1	\$ 1,000.00	\$ 1,000	\$ -
Italian Hand-painted Server	1	\$ 2,500.00	\$ 2,500	\$ -
Painting of Venice	1	\$ 500.00	\$ 500	\$ -
3-Painting Composition in Living Room	1	\$ 1,000.00	\$ 1,000	\$ -
Dining Room 8 Chairs	8	\$ 200.00	\$ 1,600	\$ 1,400
Dining Room Table	1	\$ 3,000.00	\$ 3,000	\$ -
Kitchen Dinette Set	1	\$ 2,000.00	\$ 2,000	\$ -
Sub-Total		\$ 173,275.00	\$ 176,525	\$ 3,250

TABLE 2 Continued:

	Item Count	Item Price	Value 12/31/21	Delta
\$4. 40Oaks, LLC (Anile)				
2015 Ferrari California T (unauthorized purchase w/OIG money)	1	\$ 174,300.00	\$ 174,300	\$ -
\$5. Mirror Innovations (Business)				
Estimated annual royalty revenue, 1st Year	1		\$ 10,000,000	\$ 10,000,000
\$6. Roar of the Lion Fitness, LLC (Business)				
Nutritional Supplement Capsules	11,247	\$ 49.99	\$ 562,238	\$ 562,188
Promotional Yoga Mats and Hats	357	\$ 59.99	\$ 21,416	\$ 21,356
Nutritional Protein Powder	1,805	\$ 49.99	\$ 90,232	\$ 90,182
Nutritional "Pre-Workout" Powder	876	\$ 59.99	\$ 52,551	\$ 52,491
Nutritional Creatine Powder	861	\$ 19.99	\$ 17,211	\$ 17,191
Roar of the Lion (Revenue)			\$ 3,000,000	\$ 3,000,000
Roar of the Lion (Asset Value)			\$ 1,500,000	\$ 1,500,000
Sauna (\$10,000) (Roar of the Lion property, boxed)	1	\$ 10,000.00	\$ 10,000	\$ -
Sub-Total		\$ 10,239.95	\$ 5,253,649	\$ 5,243,409
\$7. Non-Inventoried Properties				
Box of rare books 1st editions signed by author. 6922 Lacant.			\$ 385,000	\$ 385,000
Wine bottles at LaCantera			\$ 2,500	\$ 2,500
Exercise equipment			\$ 2,000	\$ 2,000
Misc. Building materials (LaCantera)			\$ 5,000	\$ 5,000
Furniture Appraised at \$350,000 purchased for \$10,000		\$ 10,000.00	\$ 350,000	\$ 340,000
Contract to purchase Mad Nutrition with 500k exisiting sales.	net profit/year		\$ 1,000,000	\$ 1,000,000
3,800,000 ounces silver (net over cost = spot on 12/13/21 less cost)		\$ 5,500,000.00	\$ 34,200,000	\$ 28,700,000
Deposit at IFC in Belize		\$ 500,000.00	\$ 500,000	\$ -
444 Gulf of Mexico Office Furniture, computers and hardware			\$ 200,000	\$ 200,000
Sub-Total		\$ 6,010,000.00	\$ 36,644,500	\$ 30,634,500
\$8. Misc				
Cash Accounts		\$ 11,161,433.46	\$ 14,454,380	\$ 3,292,947
Disbursements Receivership ops,court and other		\$ 8,425,723.94	\$ 10,911,557	\$ 2,485,833
Lost wages and partnership value			\$ 10,000,000	\$ 10,000,000
Lost Opportunity Costs (compensatory damages)			\$ 250,000,000	\$ 250,000,000
Mad Nutrition (Revenue)			\$ 3,600,000	\$ 3,600,000
Mad Nutrition (Asset Value)			\$ 1,800,000	\$ 1,800,000
OIG Spread Revenue			\$ 350,000,000	\$ 350,000,000
Sub-Total		\$ 19,587,157.40	\$ 640,765,937	\$ 621,178,779
As per Receiver's 10th interim report				
\$9. Real Estate Property				
	SALE PRICE	NET RECOVERY	Appraised Value Jan 2022	
444 Gulf of Mexico Drive Longboat Key, Florida	\$2,100,000	\$ 1,994,155.06	\$ 2,600,000	\$ 500,000
13318 Lost Key Place Lakewood Ranch, Florida	\$1,100,000	\$ 1,038,704.75	\$ 1,900,000	\$ 800,000
6922 Lacantera Circle Lakewood Ranch, Florida	\$2,050,000	\$ 372,823.83	\$ 3,000,000	\$ 950,000
4064 Founders Club Drive Sarasota, Florida	\$1,875,000	\$ 581,712.41	\$ 2,450,000	\$ 575,000
4058 Founders Club Drive Sarasota, Florida	\$195,000	\$ 186,252.37	\$ 575,000	\$ 380,000
7312 Desert Ridge Glen Lakewood Ranch, Florida	\$846,000	\$ 774,740.08	\$ 1,225,000	\$ 379,000
16804 Vardon Terrace #307 Lakewood Ranch, Florida	\$198,000	\$ 187,542.50	\$ 399,000	\$ 201,000
16804 Vardon Terrace #108 Lakewood Ranch, Florida	\$212,000	\$ 204,312.38	\$ 425,000	\$ 213,000
16904 Vardon Terrace #106 Lakewood Ranch, Florida	\$184,000	\$ 177,104.89	\$ 399,000	\$ 215,000
17006 Vardon Terrace #105 Lakewood Ranch, Florida	\$198,000	\$ 187,813.91	\$ 399,000	\$ 201,000
6300 Midnight Pass Rd., No. 1002, Sarasota, Florida	\$913,000	\$ 863,654.69	\$ 1,300,000	\$ 387,000
Sub-Total	\$ 9,871,000.00	\$ 6,568,816.87	\$ 14,672,000	\$ 4,801,000
Commissions Paid	\$ 3,302,183.13			
Commission Percentage	33.45%			
Total Value of Physcial Asset Liquidations		\$ 36,613,351	~Gross Loss Due to Suit=	\$662,494,515
Liquidated Silver Position on Trading Platform		\$ 5,500,000		
Total Value of Liquidations		\$ 42,113,351		
Reportedly Held by Receiver Doc. 439, 11/9/21		\$ 12,400,000		
Difference for Physical Asset Liquidations		\$ 24,213,351	(Without Silver Postion loss)	
% of Value Retained by Receiver		33.87%	(Without Silver Postion loss)	
% Offered to Lenders by Receiver based on his figures		21.98%		

Table 3: Shows the values of silver and gold (not including significant premiums for coins and U.S. Treasury Sealed Monster boxes that increased the value well above spot price) owned by Oasis.

Physical ounces of silver and gold were seized and sold wholesale at or near their purchase price

On the ATC Brokers Trading platform, Oasis controlled 3,800,000 ounces of silver. That position was liquidated by the Receiver prematurely at a loss.

As of February 1, 2021 – these metals would have earned an additional \$57,663,079 of profit if sold at their spot metal prices.

Table 3

Report Date: 2/1/21

Physical Silver & Gold seized per Doc 197, 2nd Interim Report

	<u>Ounces Seized</u>	<u>Est Sale Price</u>		<u>Ext</u>			
Silver (ounces)	18,020	\$	14.00	\$	252,280	A	3,800,000 Ounces of Silver on Trading Platform
Gold (ounces)	250	\$	1,620	\$	405,102	B	\$ 55,100,000 Purchase & Liquidation Price
Sale Price (per Doc. 229)				\$	657,382		
		<u>Current Spot/Oz</u>		<u>Ext</u>			
Silver Spot	18,020	\$	29.59	\$	533,122	C	\$ 112,423,000 Current Value of Silver Trade Position
Gold Spot	250	\$	1,857.36	\$	464,340	D	\$ (57,323,000) Difference D-B (gain/loss)
				\$	997,462		
Net Gain/Loss				\$	(340,079)		
% Delta					(51.73%)		(104.03%)

Total Loss from Premature Sale of Silver/Gold* \$(57,663,079)

* Based on Spot Figures: Does not include significant coin premium losses

Starting on Page 9

Chart 1: Shows the equity balance on Oasis trading platform discovered online by logging into Oasis trading account at ATC Brokers, London by Abe Cofnas on August 19, 2019. The amount shown, \$113,290,343.87, reflects a doubling error in calculation discussed in Charts 3 & 4

Chart 2: Shows the funds flow for Oasis Management LLC (OM). OM collected \$30.3M in funds from its members and distributed \$13.8M in expenses, withdrawals, principal and interest payments, loans, and account closings. It purchased \$2.9M in collateralized assets; left \$2.1M in its Wells Fargo Bank Account (presumably recovered by the Receiver) and converted \$11.2M to Oasis International Group.

Chart 3: Shows the funds flow for Oasis International Group (OIG), starting with the influx of converted OM funds added to new loans made directly to it and through Satellite Holdings for a total of \$58.2M. Of that, \$21.5 was paid out in Lender withdrawals, interest payments, and account closings. \$4.8M covered expenses; \$5.2M went into the purchase of additional physical assets; \$20.6

was put onto the ATC trading platform and \$6.4M was left in Mainstream's Account. The Receiver, via Attorney James Sallah, sued Mainstream for \$3,950,000. It's not known where that money is held, nor where the balance of funds in the Mainstream account is. A doubling error accounts for the difference between the \$113M shown in Chart 1 and the actual balances on account.

Chart 4: Summarizes the flows detailed in Charts 2 & 3.

The Bottom Line

You now have in hand all you need to know to make a decision about going forward.

Should you accept the Receiver's offer? We suggest not, but of course that's up to you. If you wish to do so, please notify our group so that we may provide you with the necessary Rescission Form with which you can withdraw your Power of Attorney Agreement and Attorney-Client Agreement (if you have one) from Attorney Brent Winters. After you do that, you're on your own. We will not accept any future contract for legal assistance with anyone who withdraws now, regardless of the circumstances.

As the Fiduciary and Trustee of the Receivership Estate Trust, Burton Wiand owes a duty to its Beneficiaries to disclose a complete and comprehensive income statement that details all incomes and expenses associated with the disposition of Oasis properties controlled by him. Though no final determination of the case has been had, by the authority granted to the Receiver by the Court, you are a nominal beneficiary of the Receivership Estate Trust as part of the class of so-called victims of the alleged misdeeds presumed to have necessitated the Trust. Mr. Wiand has made no such disclosure. In our considered opinion, it would be foolish (at minimum) to agree to terms of any settlement with him until he does. To do so would put you under a potentially binding contract that could cost you a significant portion of your loan, if not more, but again, that's your decision to make.

Even if Oasis is fully restored and/or you become otherwise capable of receiving full restitution for losses arising from Oasis, if you choose to accept the terms of a settlement with the Receiver, any litigation needed to pursue your rightful claims to any additional funds would not be engaged by Mr. Winters on your behalf.

A very significant amount of information will be revealed during Mike DaCorta's upcoming trial, which is scheduled to begin on April 18, 2022 in Tampa, Florida. There will be follow ups from us accordingly.

In whatever course you choose to follow, we wish you the very best,

Oasis Helpers

CHART 1

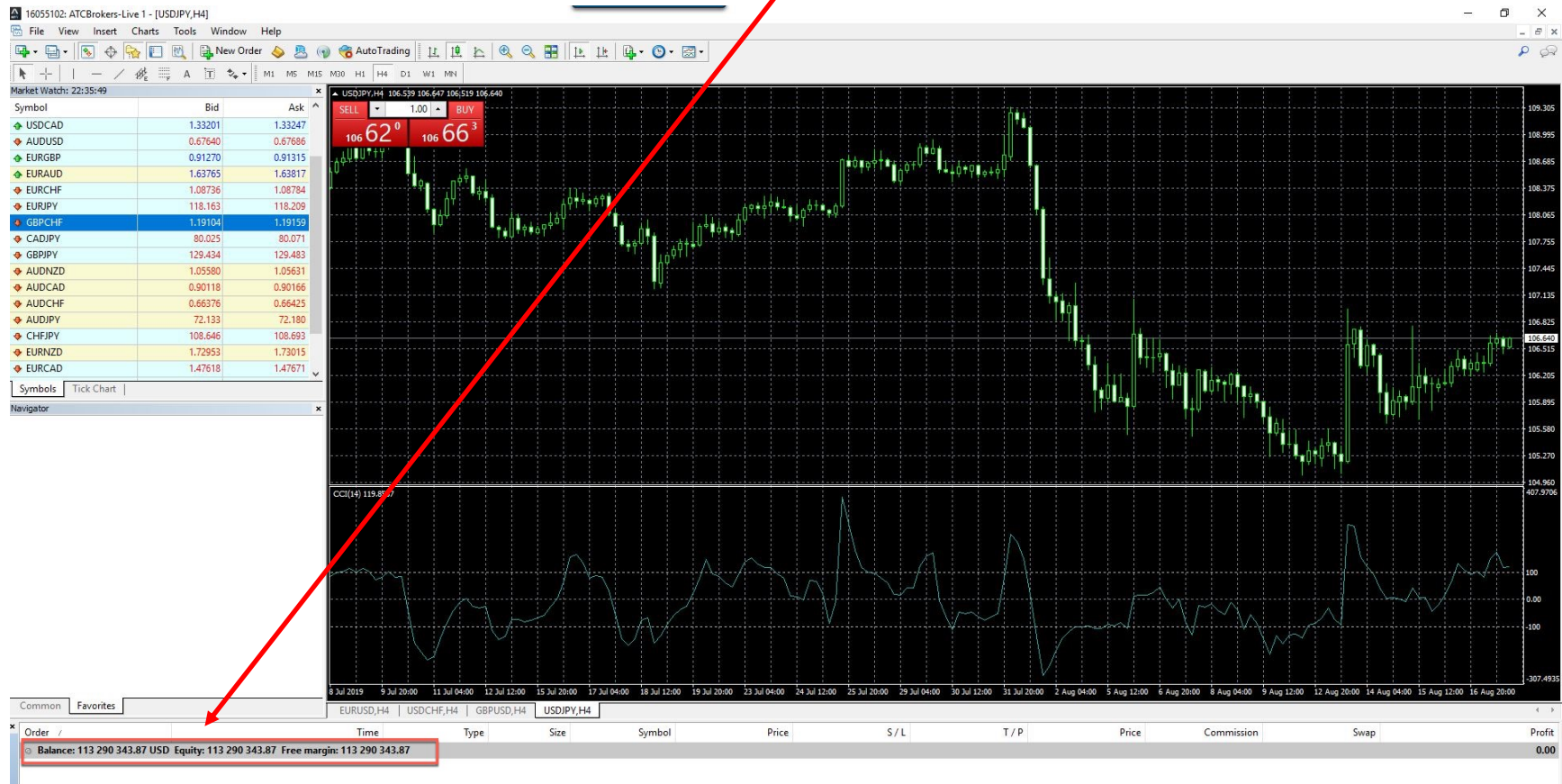
Oasis Equity Position
ATC Brokers
August 19, 2019

CHART 2
Oasis Management LLC
(OM)

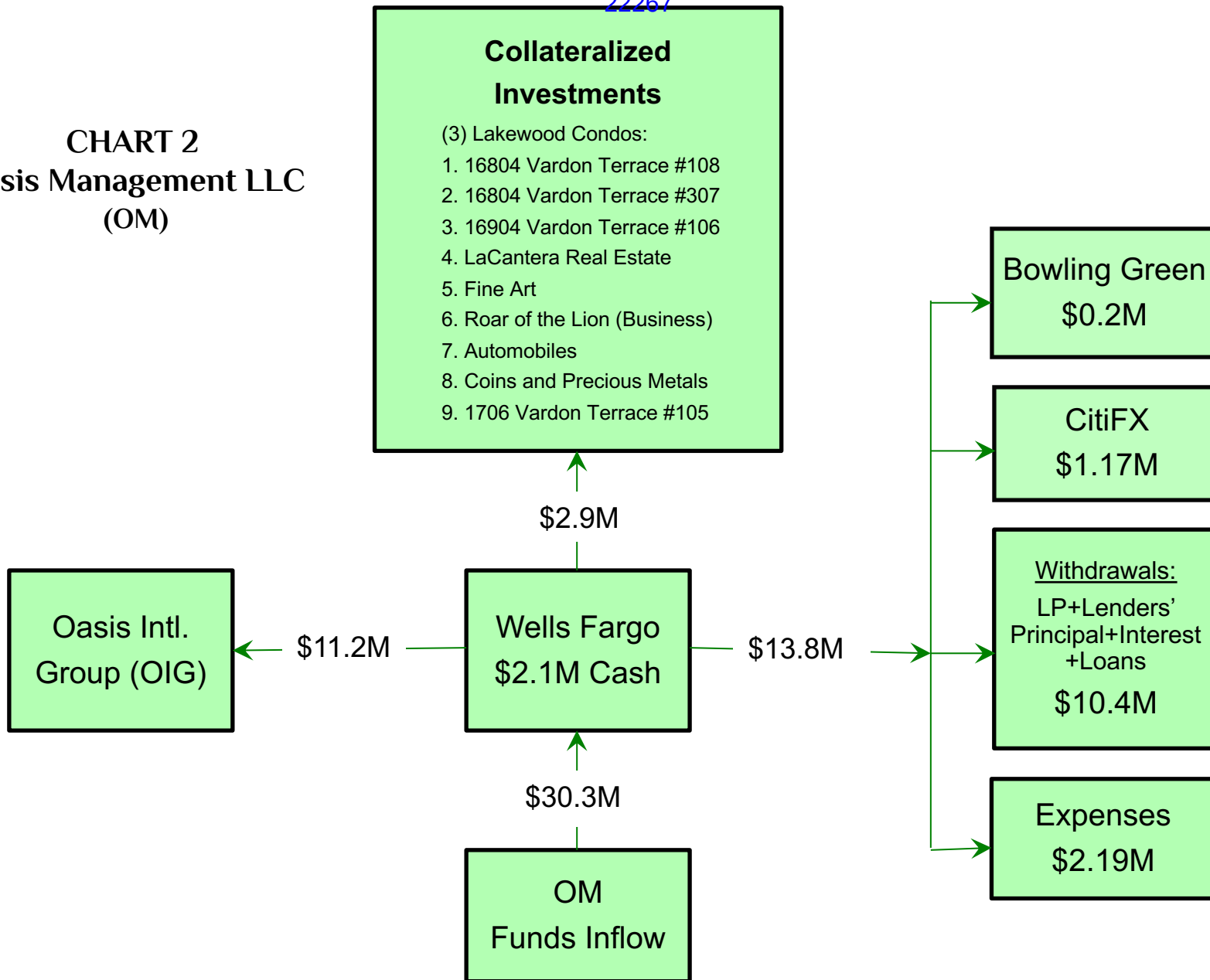


CHART 3
Oasis Intl. Group
OIG – At Close of 4/18/19

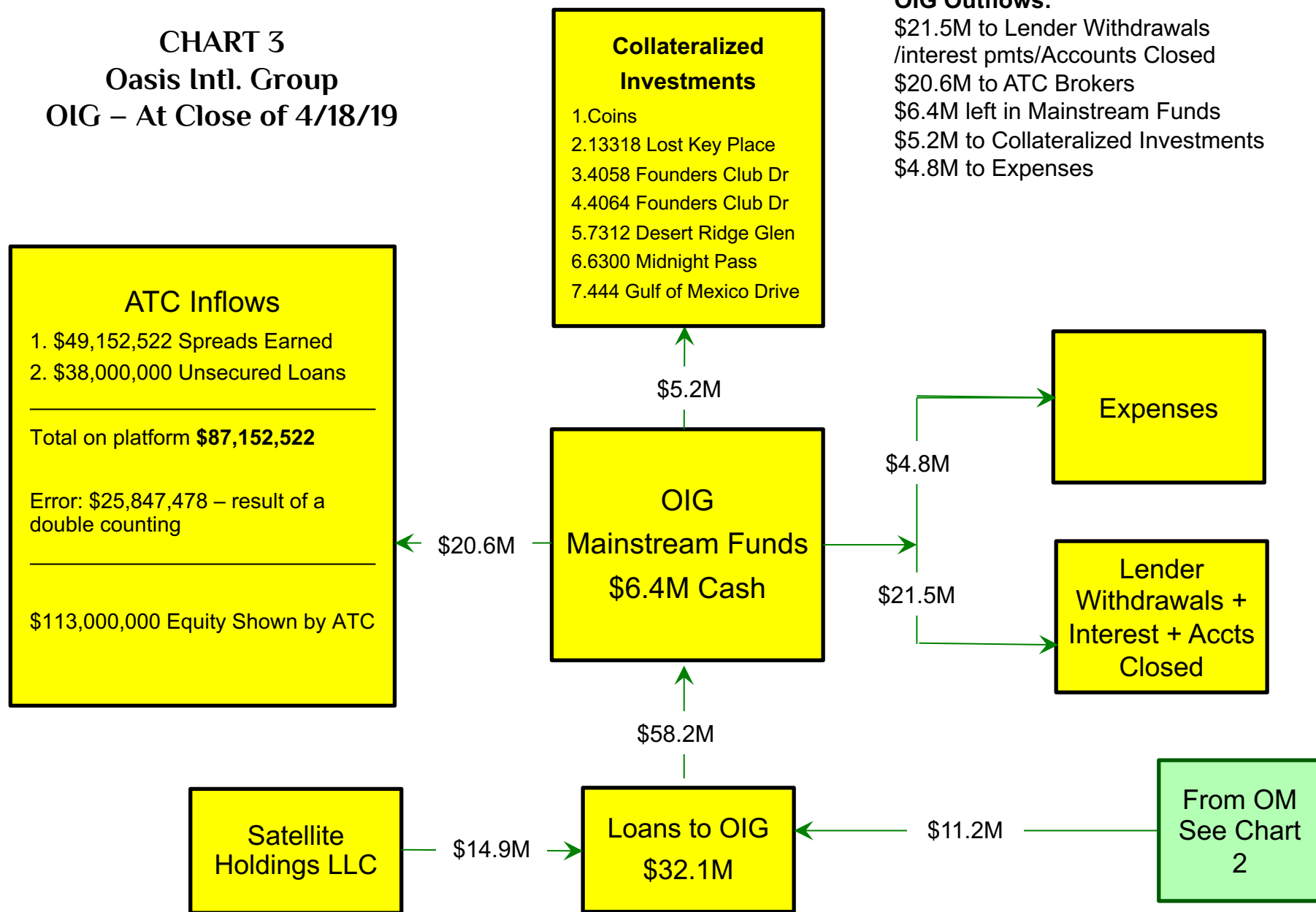


CHART 4
OM& OIG – At Close of
4/18/19

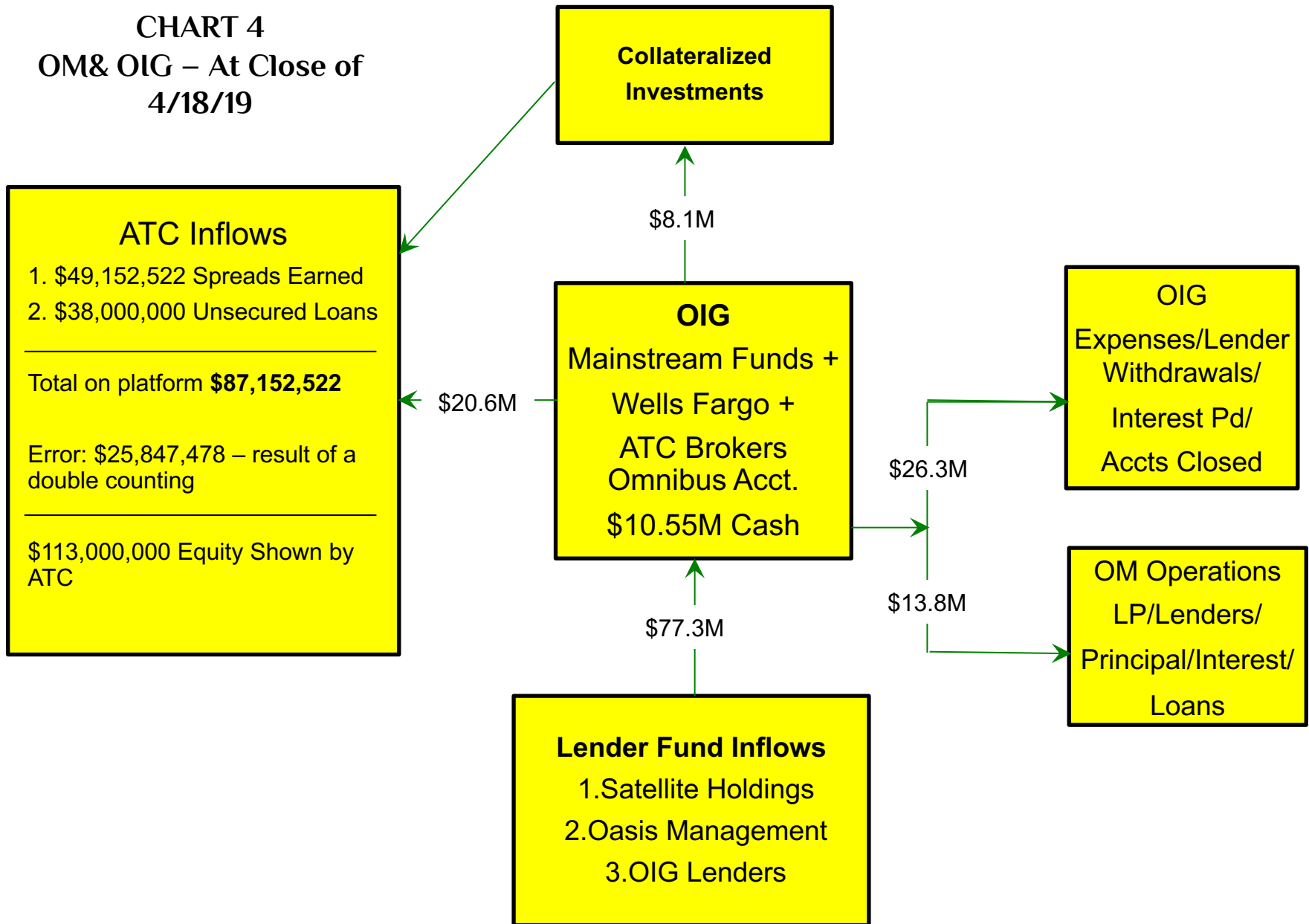


EXHIBIT E

TRANSCRIPT OF AUDIO RECORDING

TRANSCRIBED BY:

Kellie Trela, FPR, Notary Public

State of Florida

STENOGRAPHICALLY TRANSCRIBED

COMPUTER-AIDED TRANSCRIPTION

Due to the absence of a stenographer during this proceeding, the transcript produced from the audio recording of the proceeding may contain areas indicated as indiscernible and/or inaudible as well as unidentified and/or misidentified speakers.

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impossible to direct funding to additional legal work needed for Michael to recover those funds.

Between April 11th and April 15th, 2022, over 150 notices and objections were filed in the civil case by lenders in this group representing themselves as presumptive beneficiaries so the receivership estate. They asked the judge to suspend the receiver's activities until an opportunity for a hearing, discovery, or final judgment was given. The Court ruled against them. Judge Covington struck all those notices from the record and made it clear in her ruling that no lender has standing in her court. Even if lenders had been investors, which they clearly were not, they do not have standing to bring any kind of action in her court.

In her ruling, she wrote --

UNIDENTIFIED SPEAKER: It appears to the Court that the noticed claimants or creditors or investors in the Oasis Ponzi scheme who are concerned about depletion of the accumulated assets. To the extent that the notice claimants are seeking injunctive relief from the Court, none of them are named parties to this action and, as such, they do not have standing to request an injunction or any other relief.

The Federal Rules of Civil Procedure contemplate that only those designated as parties may

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(Whereupon, the audio recording commenced.)

UNIDENTIFIED SPEAKER: Some lenders believe

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

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

Since Michael is the only party left in the civil case with standing in court to defend against the CFTC's charges. Only by having a current attorney/client agreement with Michael's lawyer, Mr. Winters, may lenders hope to receive further meaningful recovery of their loans. If lenders fail to honor their contractual obligations, it will become

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file motions and pleadings. See Federal Rules of Civil Procedure, Procedure 7.

UNIDENTIFIED SPEAKER: In other words, according to the Court, because none of the lenders are named parties in the action, they do not have standing to request any kind of relief from the Court.

The judge assigned Oasis to the receiver. Ray Montie, John Haas, Frank Duran, and the receiver, acting as Oasis' legal representative, all signed consent agreements waiving their right to make a defense against the CFTC's charges. Consequently, only Michael DaCorta remains with standing to make a defense that could result in restitution of losses. Michael is the last man standing.

To make this as simple and clear as possible, if you're not honoring your attorney/client agreement, you're not supporting Michael. Moreover, since the Court says you have no standing, you cannot hire another attorney to represent your interests.

Let's hear from Portia for her legal perspective on this.

PORTIA: Most of you lenders entered into an attorney/client agreements with Attorney Brent Winters. Under the contingent terms of that agreement, you agreed to pay a percentage of all money recovered from the

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1 Oasis civil case.

2 At his discretion, Mr. Winters directed money
3 to a trust that funds the legal work needed to secure
4 full recovery for his clients, and he will continue
5 doing so.

6 No standing means no automatic restitution.
7 The promissory note and risk disclosure that every
8 lender signed made each loan the property of Oasis, not
9 of the lender. See Video Number 3, Ownership, for a
10 full explanation of this.

11 Settled co-defendants cannot re-enter the case.
12 Every defendant, except Michael, signed consent
13 agreements, effectively, plea-like settlements. These
14 are final and binding. The settling parties waived
15 further claims. Even if Michael wins, those
16 co-defendants cannot reopen their cases or claim
17 restitution. This reenforces that only Michael DaCorta
18 retains standing, and any future negotiation will occur
19 solely through him and his designated counsel. Because
20 your loans legally became Oasis' assets and all other
21 names defendants surrendered their claims for defense in
22 this suit, any restitution awarded in a settlement or
23 judgment will belong to Michael DaCorta, the only
24 remaining defendant, not to the other defendants and not
25 to individual lenders.

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1 occurs, Michael intends to compensate those who helped
2 him. Such a good will gesture, however, is not
3 enforceable in law, except through Mr. DaCorta's written
4 agreement with Mr. Winters.

5 What is the receiver's authority if Michael
6 wins the case?

7 If the Appellate Court remands the case back to
8 Judge Covington and Michael wins at trial, the
9 receiver's prior actions, such as asset liquidation and
10 clawbacks, could be subject to reversal. Assets
11 wrongfully sold or ceased may believe recoverable but
12 only through a properly funded legal challenge brought
13 by Michael's attorneys. Without funding, there will be
14 no mechanism to restore what was taken.

15 This is a big case. Hundreds of millions of
16 collars are in contention. Through the diligent work of
17 three attorneys and their assistants, it has taken more
18 than six years to bring you and your fellow lenders to a
19 position where you now have a fair chance of recovering
20 your Oasis loan losses, but the attorneys' work isn't
21 finished. Getting to a favorable conclusion will
22 certainly cost more time, more hard work, and more
23 money.

24 Lenders have met the challenge with grace,
25 fortitude, and patience. Now, the lawyers need your

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1 Why attorney/client agreements with Attorney
2 Winters are essential, to be represented in any
3 post-trial settlement negotiation, lenders must have a
4 valid attorney/client agreement with Mr. Winters who
5 will work on his client's behalf in concert with
6 Mr. DaCorta. Such an agreement is the bridge that can
7 connect lenders to future settlement funds because
8 Mr. DaCorta has authorized Attorney Winters to negotiate
9 on their behalf.

10 What happens if lenders do anything?

11 Lenders who refuse to honor their
12 attorney/client agreement with Mr. Winters are only
13 spectators and not parties to the process, nor to the
14 outcome. If the case is remanded and tried and Michael
15 prevails, any restitution awarded will go to him.
16 Neither Michael nor his counsel will have a legal duty,
17 moral obligation, or incentive to share that restitution
18 with those that did not assist in funding Mike's
19 defense.

20 In short, no contribution, no participation.
21 No participation, no further claim. Those who help may
22 be helped. Most lenders supported Michael's defense by
23 funding the trust through their contingency agreements
24 with Attorney Winters.

25 If a favorable settlement or restoration

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1 support more than ever. We've just given you new
2 insight into the ways and means by which those who have
3 been quietly working for you all these years expect to
4 finally accomplish what they set out to achieve more
5 than half a decade ago.

6 Conclusion, lenders who have withheld
7 participation must understand this reality: Winning the
8 case will not, by itself, restore your money. Only a
9 funded and coordinated legal team, which your support
10 will enable Attorney Winters to sustain, can secure a
11 settlement from which you may benefit. Refusing to
12 honor your attorney/client agreement ensures exclusion
13 from any recovery beyond what the receiver provides.

14 In short, if you wish to share in this success
15 and your future restitution, you must stand with the
16 defense now.

17 (The recording concluded.)

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REPORTER'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KELLIE TRELA, certify that I was authorized to and did stenographically transcribe the foregoing recording and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 6th day of July, 2026

Kellie Trela

KELLIE TRELA
Stenograph Shorthand Reporter
Notary Public, State of Florida
Commission No.: HH240824
Expires: July 11th, 2026

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THE REPORTING FIRM, LLC
Scheduling@TheReportingFirm.com

THE REPORTING FIRM, LLC
Scheduling@TheReportingFirm.com

EXHIBIT F

From: Oasis Helpers oasishelpers@oasisreplevin.net
Subject: New Directory of Report with Hot Links Available
Date: March 5, 2024 at 6:11 PM
To: Michele & Robert Utter shelutter@icloud.com

OH

Dear Michele & Robert,

Several people have asked us to send back issues of our Updates and Reports, so we've made a Directory of them from which they may all be downloaded. Here attached is the new Directory with hot links to the 34 Lender Updates and Reports issued since March 5, 2020.

Clicking on a link will take you to the selected file for download (don't view them in your browser). To uncompress those in .zip format, just download and then double-click on them and a folder with all the Update/Reports and their attachments will appear.

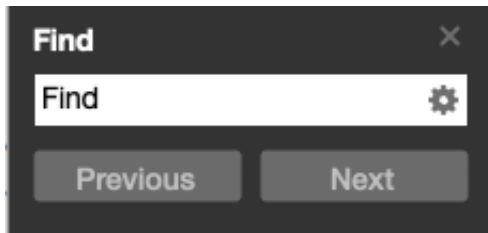
The Updates and Reports are in Adobe Acrobat (.pdf) format and should be opened in either Adobe Acrobat Reader or Adobe Acrobat Pro.

Adobe Acrobat Reader is available free and can be downloaded from:

https://get.adobe.com/reader/?no_ab=1

We added a handy summary of each Update and Report that describes what's in it. You can use the attached Directory to quickly search for topics that interest you by downloading and opening it in Acrobat then pressing Cmd-F (or selecting Edit/Find from the menu) and entering the subject you're looking for in the little box that appears. Then press the "Next" button or the Return key. If you want to search for a phrase, e.g. "confirmation bias", put the phrase in quotes in the Find box.

On a Mac the Find box looks like this:



Our newest (March 4th) Report, which explains why Mike DaCorta's civil case appeal is very important to you, is described on the last page of the Directory and can be downloaded from the last link on page 2.

We'd love to hear from you. Enjoy!

Oasis Helpers
Pray for Replevin

03-04-24 Lender Live Update
Directory.pdf



LENDER LIVE UPDATE DIRECTORY

MARCH 04, 2024

SUMMARY REVIEW – UPDATES FROM 3/5/20 to DATE

We have issued 34 detailed lender updates to date since December 2021, which you may downloaded by clicking the links below. A summary description of the contents for each update is provided on the following pages.

NOTICE: The views, opinions, and inferences expressed in the documents linked to by this Directory are those of the individuals who express them in their individual capacities only - not those of their respective employers, Attorney Brent Allan Winters, Attorney Ron Kurpiers II, or The Oasis Helpers Group as a whole, and are protected by the First Amendment to the United States Constitution. All liability with respect to actions taken or not taken based on the contents of these linked documents are hereby expressly disclaimed. The content in this posting is provided "as is;" no representations are made that the content is error-free.

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NOTICE: Adobe links in older messages may no longer be accessible. Contact us if you wish to read the document(s) they refer to.

- [March 5, 2020](#) (Early Timeline of Events from Webinar Presentation)
- [December 5, 2020](#) (Update to Clawback Group)
- [January 15, 2021](#) (Update for Clawback litigants)
- [February 6, 2021](#) (Explaining the Claims process)
- [January 11, 2022](#) (DaCorta Declarations, the 4th Amendment and You)
- [January 16, 2022](#) (DaCorta Objection to Receiver payment, Estimated Receiver receipts to date)
- [January 24, 2022](#) (CFTC Response to DaCorta's December Motion to Dismiss, Florida Bar responses to lender complaints, Legal contribution example)
- [March 9, 2022](#) (Notice & Objection, Perspectives on the Complaint, CFTC Jurisdiction, 5 spin-off cases)
- [April 2, 2022](#) (Memo – Linked FAQ regarding Receiver's allowance of claims)
- [May 12, 2022](#) (amended: DaCorta criminal trial post mortem, Receiver's distribution of funds, Lender notices & objections denied, why this all happened)
- [July 7-8, 2022](#) (detailed update: notes re April 18. 2019 property seizures, links to Anile post-seizure phone call recordings used in DaCorta criminal trial)
- [July 30, 2022](#) (Announcement: Attorney Ron Kurpiers II joins us)
- [August 17, 2022](#) (Testimonials for Ron Kurpiers II)

- [September 19, 2022](#) (Kurpiers files Motion to Dismiss and Certificate of Interested Persons – linked, Attorney Brent Winters’ role)
- [October 24, 2022](#) (correction of erroneous DOJ email sent to lenders)
- [November 1, 2022](#) (important Summaries of Civil Case and Mike’s Trial Case)
- [December 16, 2022](#) (News update of court proceedings)
- [January 27, 2023](#) (Funds Release approved, Anile Released)
- The Autumn/Winter 2023-24 Series of Reports (in order of release):
 - [September 15, 2023](#): Report 1 (Table of Subjects, Change to OasisReplevin email system)
 - [September 16, 2023](#): Report 2.zip (OM & OIG Were Solvent and therefore NOT a Ponzi)
 - [September 22, 2023](#): Report 3.zip (The Receiver’s Continuing Efforts against ATC et al)
 - [September 23, 2023](#): Reports 21, 24 & 25.zip (The CFTC’s Game Plan, Competing Motions for Summary Judgment)
 - [October 10, 2023](#): Reports 26 & 27.zip (CFTC’s & DaCorta’s Responses in Opposition to Motions for Summary Judgment)
 - [November 1, 2023](#): Reports 23, 28 & 29.zip (Grounds for Summary Judgment, DaCorta & CFTC Replies to Opposing Responses)
 - [November 6, 2023](#): Reports 4 & 5.zip (DaCorta’s 2nd Motion to Dismiss & The Court’s ruling)
 - [November 6, 2023](#): Notice of Videos Available (Detailed Video analyses of Mike’s Trial now available on OasisReplevin.net)
 - [November 26, 2023](#): Report 30, Part 1.zip (Where We’re At Now)
 - [December 15, 2023](#): A Letter to Our Oasis Friends & Family
 - [December 16, 2023](#): Report 30, Part 2.zip (Who Represents Our Interest?)
 - [December 18, 2023](#): Email Messages from Mike DaCorta to Lenders
 - [December 30, 2023](#): Reports 6, 7 & 11.zip (Court Approves Receiver to Appeal, DaCorta’s Answer to the Civil Charges, Kurpiers files Appearance for 6 lenders)
 - [January 16, 2024](#): Destructive Confirmation Bias (How Confirmation Bias Led to Oasis’ Destruction)
 - [January 19, 2024](#): Report 9.zip (Receiver Wiand’s Misuse of Funds)
 - [March 4, 2024](#): Reports 19, 20, & 22.zip (Significance of Signed Consent Orders)

- **March 5, 2020 (Early Timeline of Events from Webinar Presentation):** This Timeline summary is from a PowerPoint-based webinar given to early Power of Attorney clients. In September 2018, Oasis implemented changes to its CRM, developed by John Paniagua and overseen by office manager Deb Cheslow. By December 2018, Oasis required a new agreement, significantly altering terms, denying CRM access until accepted. Notably, FBI investigators attended the company's Christmas party in 2018. In April 2019, the CFTC filed a civil complaint. Events unfolded, including a GoFundMe campaign, investor webinars, and the criminal charges against Joseph Anile III. Abe Cofnas's investigation uncovered the appearance of a substantial ATC account. In the course of time there followed more legal complexities, the government's entry of a motion to extend the stay, and strategic discussions with investors and attorneys. Notably, London Attorney Mark Hanley advised Cofnas that the court-appointed receiver intended to pursue ATC in the U.S. The question as to whether or not the balance discovered on ATC Brokers Oasis account represented actual assets.
- **December 5, 2020 (Update to Clawback Group):** The text provides an update on the "clawback" case proceedings, delineating sub-groups of defendants and their legal status. It highlights the efforts to secure legal representation for attorney Brent Winters, facing obstacles in court. The chronological summary outlines key events, including motions, responses, and court orders. Challenges with attorneys sponsoring Winters and default judgments are discussed. The document details the plans for different defendant groups, addressing appeals, motions to set aside defaults, and potential discovery requests. The complexity of the legal situation is emphasized, and the need for representation is underscored.
- **January 15, 2021 (Update for Clawback litigants):** In this update on the clawback case, the recipients are warned of the document's confidential nature, emphasizing non-disclosure due to legal agreements. The letter outlines the critical nature of decisions related to the U.S. Court of Appeals appeal. It clarifies the lack of court representation by Brent Winters and presents the background of the case, focusing on the issue of personal jurisdiction. The text discusses specific motions, rules, and defenses, highlighting the importance of strategic choices. The update concludes by advising immediate action, including payment of a filing fee, to avoid exclusion from potential benefits in the appeal. Recipients are urged to follow specific steps outlined for their particular situation.
- **February 6, 2021 (Explaining the Submission of Claims process):** In this update dated February 6, 2021, regarding the Oasis misadventure, key points are clarified for recipients. It explains Brent Winters' involvement in helping submit claims to the Receiver in June 2019, emphasizing the voluntary nature of donations. The update details the unique approach in filing claims under Power of Attorney, preserving independence and preventing excessive billing by the Receiver. It discusses the Receiver's retaliatory actions, including a claim against Winters to the Florida Bar. The challenges of finding a Florida attorney sponsor for Brent are highlighted. The focus on assisting group members facing a clawback case and the importance of confidentiality within the group are underscored. The document addresses misconceptions about Oasis, government actions, and raises questions about the Receiver's decisions. The update concludes by cautioning against expecting immediate refunds and offers the option of withdrawal for individuals who wish to make separate settlements or pursue independent legal representation.
- **January 11, 2022 (DaCorta Declarations, the 4th Amendment and You):** The Oasis Helper Group provides an update on the legal situation involving Oasis International Group LLC. Michael DaCorta, co-founder, and former CEO, along with his wife Carolyn DaCorta, filed Information Notices and Declarations related to the 2019 CFTC civil case. The declarations highlight the circumstances of their discovering the case and the challenges they faced. Michael's

pro se efforts shed light on the CFTC's well-planned legal strategy, which relies on unproven presumptions. The update discusses the government's search and seizure raid on the DaCortas' home, emphasizing recent judicial decisions that seemingly undermined Fourth Amendment protections. It further explores the case of *Groh v. Ramirez* (2004) and its impact, expressing concern over the erosion of American constitutional safeguards. Historical context about the Fourth Amendment and exceptions to the exclusionary rule is provided.

- **January 16, 2022 (DaCorta Objection to Receiver payment, Estimated Receiver receipts to date):** In a Lender communication dated January 16, 2022, Mike DaCorta reveals a significant objection to the Receiver's tenth payment motion. DaCorta discloses that the Receiver and team members secured Paycheck Protection Program (PPP) loans from the U.S. Government, totaling over \$2.5 million [later revised to over \$4.5M]. These loans were acquired while the applicants were engaged in Oasis-related employment or receiving payments through the Receiver's office. The revelation raises questions about the legitimacy of the loans, given Florida's relatively minimal COVID-related business disruptions. The email encourages further exploration of the details in Mike's filing, emphasizing the need for a second quarterly contribution to the legal fund by February 1, 2022.
- **January 24, 2022 (CFTC Response to DaCorta's December Motion to Dismiss, Florida Bar responses to lender complaints, Legal contribution example):** The email from January 24, 2022, highlights the Court's extension for the Commodity Futures Trading Commission (CFTC) to respond to DaCorta's Motion to Dismiss. Despite his request for permission to reply, the court denied DaCorta's request to reply to the CFTC's Response in opposition to his motion. The email addresses responses from the Florida Bar Association and the Attorney General, emphasizing the need to focus complaints on the Receiver's actions as a Florida Bar-licensed attorney. Additionally, it clarifies the Client Fund's financial aspects, emphasizing the Lender contributions' will be deducted from the final Recovery Fee. The email also mentions a challenging motion filed by the Receiver's representatives and urges recipients to maintain optimism and prayers for a favorable resolution.
- **March 9, 2022 (Notice & Objection, Perspectives on the Complaint, CFTC Jurisdiction, 5 spin-off cases):** Recipients are warned of the Court granting the Receiver permission to pursue them. They are advised not to engage in settlement discussions as it may lead to criminal charges. The update informs about Mike DaCorta's document (No. 480), which conclusively asserts that there is no case against Oasis. DaCorta argues the lack of jurisdiction for the Commodity Futures Trading Commission's (CFTC) claims, detailing discrepancies in legal definitions. Despite the compelling arguments, the Court denied DaCorta's Motion to Dismiss, citing a stay on the case since July 12, 2019. The inconsistency in the Court's rulings is highlighted, raising questions about the logical sequence of considerations.
- **April 2, 2022 (Memo – FAQ regarding Receiver's allowance of claims):** In this April 2, 2022 memo addressed to Oasis lenders with claims through B. Winters' Power of Attorney (POA), comprehensive answers are provided to frequently asked questions along with an approximate financial status report for Oasis as of April 18, 2019, when its trading account closed. Due to court restrictions since July 2019, precise figures are challenging to obtain. The memo addresses questions related to the Receiver's push for settlements before trial, the total amount of lender loans "allowed," the Receiver's financial plan, losses due to government interruptions, and more. Detailed tables and charts break down lender groups, seized assets, real estate properties, and the impact of premature liquidations, offering insights into Oasis' financial complexities. The memo concludes by advising against settling with the Receiver before complete disclosure and mentions Mike DaCorta's upcoming trial on April 18, 2022, in Tampa, Florida.

- **May 12, 2022 (amended: DaCorta criminal trial post mortem, Receiver's distribution of funds, Lender notices & objections denied, why this all happened):** In this Update, the focus is on the aftermath of Mike DaCorta's recent conviction and its impact on lenders. The text emphasizes that the conviction won't affect the Receiver's plan to distribute approved lender funds, clarifying that Oasis assets seized are part of two separate civil complaints. The update discusses pending issues related to the Clawback Defendants and the stay in case 886. The text also touches on the absence of a public defender for Mike, potential post-trial objections, and the uncertainty around a sentencing hearing. A subsequent post-mortem on the trial criticizes the prosecution's narrative, citing the defense's failure to address key points while criticizing Mike for not disclosing trading losses to his partners and trusting Joe Anile as acting CFO. The text pledges a more detailed analysis once the trial transcript is available, urging readers to follow updates on OasisReplevin.net.
- **July 7-8, 2022 (detailed update: notes re April 18. 2019 property seizures, links to Anile post-seizure phone call recordings used in DaCorta criminal trial):** In a confidential update to Oasis Lenders on July 7-8, 2022, the Oasis Helper Group provides a detailed account of the events following Mike DaCorta's trial conviction. The update covers various legal proceedings, including the CFTC complaints, the raid on DaCorta's home, and subsequent legal actions. It outlines the indictment, defense strategies, and the involvement of public defenders, detailing the contributions of different attorneys. Notably, the update highlights a potential claim of ineffective assistance of counsel, leading to DaCorta's dismissal of public defenders and the appointment of an independent attorney. The sentencing, initially set for July 27, 2022, was rescheduled to October 20, 2022. The update also touches on other legal developments and requests testimonials for DaCorta's sentencing hearing. The Oasis Helper Group encourages maintaining faith during these challenging times.
- **July 30, 2022 (Announcement: Attorney Ron Kurpiers II joins us):** In the urgent update, Oasis Helpers Group announces positive developments in the recovery of Oasis funds. Highly experienced attorney Ronald Kurpiers II has joined the effort, reopening the original case after three years of administrative closure. Kurpiers, with 35 years of federal court experience, aligns with Brent Winters to advance the case, which was recently freed from a stay order. A court conference is scheduled to develop a case plan [schedule]. With the third legal fund payment due on August 1, 2022, contributors are urged to pay promptly. The update emphasizes the importance of ongoing support for legal efforts directed towards the 886 civil case for Oasis fund recovery.
- **August 17, 2022 (Testimonials for Ron Kurpiers II):** The email introduces Ron Kurpiers II as the new attorney working on the original civil case (886) for Oasis funds recovery. The case recently reopened after a three-year suspension. Testimonials highlight Kurpiers' legal prowess, professionalism, and ethics, referencing his successful defense in a DUI case and commendations from judges. Despite a past suspension, judges, peers, and former clients vouch for Kurpiers' character and capabilities. The email emphasizes the positive impact Kurpiers has made and provides extensive testimonials from legal professionals, clients, and community members. It underlines his commitment to community service during his suspension. The message encourages trust in Kurpiers' representation for Oasis fund recovery.
- **September 19, 2022 (Kurpiers files Motion to Dismiss and Certificate of Interested Persons – linked, Attorney Brent Winters' role):** The email informs recipients that attorney Ron Kurpiers II filed a Motion to Dismiss case 8:19-cv-00886 (case 886), the original Oasis case. The motion, accessible for reading, could expedite the pursuit of full restitution for funds, assets, and other losses if granted. Despite the motion's strong arguments,

it's uncertain if Judge Covington will rule in favor. The CFTC has 14 days to respond. Additionally, the email clarifies attorney Brent Winters' role, emphasizing his duties under a Power of Attorney. Winters collaborates closely with Kurpiers, ensuring comprehensive legal support. The message urges recipients to check the website for updates and expresses gratitude for ongoing support.

- **October 24, 2022 (correction of erroneous DOJ email sent to lenders):** The email corrects misinformation from the Department of Justice regarding Michael J. Dacorta's case. Contrary to the email, Dacorta did not plead guilty on October 20, 2022; he was sentenced on that date after being convicted on May 4, 2022. The message emphasizes that there having been a trial in April, the DOJ's statement as quoted is entirely incorrect. The focus remains on the original civil trial, suspended from July 2019 until July 24, 2022, through which the aim is to seek full restitution for seized funds and associated assets. Attorneys Ron Kurpiers III and Brent Winters continue their efforts. An important update is promised later in the week.
- **November 1, 2022 (important Summary of Civil Case and Mike's Trial)** In a series of updates regarding Civil Case 8:19-cv-00886 and Criminal Case 8:19-cr-00605, several key events unfolded. Several important informational graphics are included. Notable points include:
 - Civil Case (8:19-cv-00886):**
 - On July 22, 2022, the Receiver's 12th Motion for Fees was granted.
 - On July 24, 2022, the stay in the original case was lifted, allowing it to proceed through discovery, hearings, and trial.
 - Ron Kurpiers II joined the case on July 29, 2022.
 - A Case Management Report was filed on August 1, 2022, setting the schedule for procedures, with a jury trial planned for December 4, 2023.
 - Ray Montie and John Haas filed answers to the Amended Complaint on August 22, 2022.
 - The Court granted the 13th Motion for Fees on September 22, 2022.
 - The CFTC filed a response to the Motion to Dismiss on September 9, 2022.
 - The Court denied Kurpiers' motion for leave to file a reply on September 16, 2022.
 - Criminal Case (8:19-cr-00605):**
 - On October 20, 2022, Michael J. DaCorta was sentenced to 276 months (23 years) in prison, with a downward variance reducing the original sentence.
 - The Judgment issued included joint restitution of \$53,270,336.08 with Joseph S. Anile.
 - A Notice of Appeal was filed on October 20, 2022, which was transmitted to the 11th Circuit Court of Appeals.
 - The trial revealed discrepancies, with the defense failing to present crucial CPA-certified Balance Sheets for Oasis Management and Oasis International Group.
 - The Defense's trading expert, Harold McFarland, was paid \$27,500 but did not produce CPA-certified Balance Sheets.
 - Despite the conviction, the defense suggests the government's case lacked critical evidence, leaving room for potential challenges in Civil Case 8:19-cv-00886. Additionally, the Receiver plans to seek court approval for an initial distribution of approximately \$10 million to claimants with approved claims.
- **December 16, 2022 (News update of court proceedings):** Updates on the ongoing legal proceedings involving Mike DaCorta are provided. Full transcriptions for each day of DaCorta's criminal trial are now available for viewing or download. The Oasis Helper Group plans to launch a video series covering the current civil case (8:19-cv-00886), addressing witness testimonies from the criminal trial. A hearing for the Second Motion to Dismiss the Amended Complaint is scheduled for December 22, 2022. Other updates include withdrawals of Answers by John Haas, attorney withdrawals for Ray Montie, and the Receiver's motions for fees and a

first interim distribution of approximately \$10 million. The CFTC has also requested to move the civil case trial date to after May 2024.

- **January 27, 2023 (Funds Release approved, Anile Released):** Magistrate Judge Sean Wilson recommends the release of the first \$10 million of liquidated funds back to lenders, a motion initiated by Receiver Wiand on December 9, 2022. The report awaits Judge Hernandez-Covington's ruling after the 14-day objection period. Notably, Joe Anile was released on January 24, 2023, with a reduced sentence of time served (4-5 months) plus 36 months of supervision. Anile's cooperation in obtaining a conviction against his partner, Michael J. DaCorta, led to the reduction. The chronology outlines key events, including DaCorta's sentencing, Anile's sentence reduction motion, and DaCorta's revised release date of May 25, 2042.
- **The Autumn/Winter 2023-24 Series of Reports (in order of release):**
 - **September 15, 2024: Report 1 (Table of Subjects, Change to OasisReplevin email system):** The Oasis Lender Update for Autumn 2023/Winter 2024 announces a series of reports covering significant events since the last update in January. The series covers various subjects, including the solvency of Oasis Management and Oasis International Group, legal documents related to Michael DaCorta's motions, court rulings, and the activities of Receiver Burton W. Wiand. The update emphasizes an attached Epoch Times article on civil forfeiture, highlighting its relevance to Oasis' asset seizures. The email system shift to OasisReplevin.net is noted. The subjects encompass court rulings, refund disbursements, appearances by Attorney Ronald J. Kurpiers, lender objections, and motions for summary judgment filed by both the CFTC and DaCorta.
 - **September 16, 2023: Report 2 (OM & OIG Were Solvent and therefore NOT a Ponzi):** In Oasis Lender Update Report #2 for Autumn 2023, it's emphasized that, by law, a Ponzi scheme is insolvent. The Receiver filed clawback cases under Florida's Uniform Fraudulent Transfer Act to recover money paid to various defendants. The report highlights that Oasis Management LLC (OM) and Oasis International Group LTD (OIG) were solvent entities at the time of the government intervention in April 2019. The balance sheet test is crucial to determine insolvency, and the report criticizes the lack of such evidence from the Commodities Futures Trading Commission (CFTC) and government prosecutors. The attachments include balance sheets, legal precedents, and financial data supporting the claim that Oasis was not involved in a Ponzi scheme.
 - **September 22, 2024: Report 3 (The Receiver's Continuing Efforts against ATC et al):** Report #3 details the ongoing legal efforts to extract funds from ATC Brokers Ltd, SPOTEX, and David Manoukian. The Story-at-a-Glance highlights key points, including the absence of charges against Oasis before the Receiver's appointment, no trial confirming guilt, and multiple failed attempts to obtain funds. The receiver's significant expenditures on unsuccessful efforts against ATC et al, totaling over \$285,662, raise concerns. Detailed discussions critique the Receiver's actions, noting the lack of litigation against Receivership Entities during the Receiver's appointment. Legal motions and counter-motions against ATC Brokers and others are outlined, including dismissals and appeals. The report emphasizes discrepancies in the Receiver's pursuit, raising questions about legal foundation and excessive costs. Attachments include billing details, motions, and court documents.
 - **September 23, 2024: Reports 21, 24 & 25 (The CFTC's Game Plan, Competing Motions for Summary Judgment):** Starting with Reports #21, #24, and #25. The unconventional sequence aims to provide a clearer perspective on the current legal proceedings. Report #21 discusses the CFTC's game plan, identifying a pattern in legal procedures used in such cases and pointing out critical structural errors. Reports #24 and

- #25 delve into legal documents - the CFTC's Motion for Summary Judgment (Doc. 749) and DaCorta's Motion for Summary Judgment (Doc. 750). The latter argues Oasis' eligibility as an ECP, lack of CFTC authority, solvency, and un rebutted facts warranting Summary Judgment. The Receiver's unilateral determination that Oasis was a Ponzi scheme is highlighted, challenging the legal process. Detailed discussions and attachments are included for further reference.
- **October 10, 2023: Reports 26 & 27 (CFTC's & DaCorta's Responses in Opposition to Motions for Summary Judgment):** In Reports #26 and #27, the focus is on the motions for summary judgment from the CFTC and Mike DaCorta. The process of court action is outlined, emphasizing the importance of convincing the judge on disputed material facts. The documents attached are responses to the party's opposing motions, presenting arguments and counterarguments. The Judge has six choices, including determining jurisdiction, granting motions, instructing mediation, or proceeding to trial. DaCorta disputes the CFTC's allegations, emphasizing material facts in dispute. Noteworthy is the potential use of collateral estoppel from the criminal trial. The complexity lies in interpretations of insolvency, diversification, and OIG operations. The court's decision could lead to case closure, appeals, or trial initiation.
 - **November 1, 2023: Reports 23, 28 & 29 (Grounds for Summary Judgment, DaCorta & CFTC Replies to Opposing Responses):** The text discusses the procedural steps involved when parties seek court action, specifically focusing on motions for summary judgment. Reports #28 and #29 are replies to responses filed after motions for summary judgment were submitted in the ongoing legal case. Attorney Ron Kurpiers highlights that the court must be convinced that there are no material facts in dispute before issuing a summary judgment. The reports involve detailed comments on disputed facts, with DaCorta disputing several allegations made by the CFTC, emphasizing the lack of evidence and relevance. There's a focus on the key issue of whether Oasis operated as a commodity pool. The court's potential actions, including granting summary judgment or setting a trial date, are discussed.
 - **November 6, 2023: Reports 4 & 5 (DaCorta's 2nd Motion to Dismiss & The Court's ruling):** The Report discusses legal proceedings related to Michael DaCorta's civil case, particularly focusing on motions to dismiss. The text outlines the steps involved in court actions, emphasizing the filing of motions, responses, and replies. It highlights a motion filed by DaCorta on December 16, 2021, seeking dismissal and a subsequent court order granting an extension for the CFTC's response. The central argument revolves around the CFTC's reliance on an incorrect definition of Eligible Contract Participant (ECP), contending that Oasis, being a corporation, was outside the CFTC's jurisdiction. The discussion extends to subsequent motions, including a second motion to dismiss and the Court's ruling on December 22, 2022, which denied DaCorta's second motion but left some elements unresolved. The report provides details on specific paragraphs within the documents, offering a comprehensive overview of the legal developments.
 - **November 6, 2023: Notice of Videos Available (Detailed Video analyses of Mike's Trial now available on OasisReplevin.net):** The message invites consideration of videos detailing trial proceedings, aiming to convince viewers of DaCorta's innocence. The videos are available on the group's website, OasisReplevin.net, with an option to comment anonymously in the Blog section. The text conveys a supportive stance toward Oasis' CEO, Michael DaCorta, suggesting that while operational controls were lacking and financial autonomy given to a partner may be criticized, the Helper Group's opinion is that DaCorta did not engage in illegal or fraudulent activities and he doesn't deserve

imprisonment. The text emphasizes the group's limitations in responding to legal or financial queries and a disclaimer is included on each video.

- **November 26, 2023: Report 30, Part 1 (Where We're At Now):** The text addresses the question of potential refunds for Oasis Lenders and explains why additional refunds are anticipated. The 17th and 18th Interim Reports by the Receiver indicate an available balance of \$10,824,756 since June 2023, awaiting distribution. The text suggests that a new distribution of \$10 million could add another 17.51% to lenders' recovery. It delves into the details of Oasis' real estate liquidation, noting that properties were forfeited without a defense due to legal constraints placed on the defendants. The text raises concerns about conflicts of interest, redirects of legal notices, and questions the handling of the forfeiture process, emphasizing the lack of benefit to lenders from property sales. Attachments include legal documents related to Oasis' forfeiture and the Receiver's reports.
- **December 15, 2023: A Letter to Our Oasis Friends & Family:** This personal letter from Oasis Helpers Group addresses the Oasis community regarding the ongoing legal situation and financial losses. The Oasis Helpers Group aims to expose corruption and injustice related to the Oasis case. The letter criticizes the Receiver for hindering their efforts, attacking them, and mismanaging funds. It highlights discrepancies in the government's claims during the criminal trial, emphasizing the importance of Oasis' solvency and challenging the classification of the case as a Ponzi scheme. The letter mentions unaddressed evidence, discrepancies in asset handling, and urges readers to engage with the Oasis Helpers for more information.
- **December 16, 2023: Report 30, Part 2 (Who Represents Our Interest?):** The text discusses legal proceedings related to the civil case, particularly the actions of Brent Winters as Power of Attorney in assisting lenders in various legal matters. The document details various legal complications with respect to asset forfeiture cases and clawback cases. It outlines challenges faced by Winters, such as the denials of sponsorship and interference by the Receiver's office. The text further highlights the Court's decisions, objections filed by lenders, and the denial of standing for lenders in the case. The timeline spans from 2019 to 2023, with a focus on the denial of claims and the need for an appeal for potential restitution of lenders' funds.
- **December 18, 2023: Email Messages from Mike DaCorta:** In a series of emails from 2013 to 2016, Mike DaCorta shares insights on economic concerns that clearly indicate his intentions to help Oasis Lenders profit from their investment in his firm. He discusses the fragility of the US financial system, emphasizing the unsustainable nature of its debt. DaCorta criticizes central banks, particularly the US Federal Reserve, claiming deceit and warning of an imminent collapse. He predicts the devaluation of the USD, likening it to the Swiss decision affecting the euro. DaCorta expresses distrust in political leaders, labeling them as mere actors following hidden agendas. He advocates proactive measures, asserting that the impending crisis requires careful navigation. In later emails, he addresses the election, asserting Trump's inability to prevent the looming economic downturn. DaCorta suggests that the markets are manipulated, calls for skepticism toward official data, and anticipates a currency collapse and geopolitical unrest in 2017.
- **December 30, 2023: Reports 6, 7 & 11 (Court Approves Receiver to Appeal, DaCorta's Answer to the Civil Charges, Kurpiers files Appearance for 6 lenders):** The reports detail significant developments in the legal proceedings surrounding Oasis civil case, including Receiver Wiand's attempts to extract funds, Michael DaCorta's motions for dismissal, and objections from lenders. In Report #6, Wiand's failed attempts to extract money from ATC Brokers, David Manoukian, and Spotex are discussed, highlighting

court approval for the appeal motion, allowing continued usage of the Receivership Estate for fees. Report #7 outlines DaCorta's unsuccessful attempts to dismiss the case and his subsequent Answer to the allegations. Report #11 focuses on Attorney Ronald J. Kurpiers' objections for denied claims and the court's approval of the Receiver's distribution motion despite objections. The detailed discussion delves into specific legal maneuvers and court orders, providing a comprehensive overview of the complex legal landscape.

- **January 16, 2024: Destructive Confirmation Bias (How Confirmation Bias Led to Oasis' Destruction):** The concept of "confirmation bias" is discussed, highlighting its impact on decision-making and information evaluation. The author connects this psychological phenomenon to the legal proceedings and judgments in the Oasis cases, asserting that confirmation bias influenced prosecutors, witnesses, and the court, potentially leading to distorted perceptions and unjust outcomes. The narrative extends beyond the legal context, drawing parallels with biased reporting in the George Floyd case, suggesting a broader societal impact. The author urges readers to examine evidence critically, emphasizing the importance of seeking truth and justice despite potential biases in legal proceedings and media reporting. Attached reports and a film review are provided to support their argument.
- **January 19, 2024: Report 9 (Receiver Wiand's Misuse of Funds):** The Report raises concerns about the conduct of the Receiver and his team overseeing the Oasis Receivership Estates. It alleges potential misuse of funds, lack of transparency, and questionable billing practices. The Quarterly Interim Report, revealing billings of \$3,762,220, is criticized for not itemizing commissions and suggests the need for a thorough review. The group behind the update expresses dissatisfaction with the Receiver's actions, highlighting questionable charges, including expenses related to legal proceedings, exclusion of the Group's Power of Attorney, and inappropriate interactions with lenders. The text questions the legitimacy of the Receiver's appointment and emphasizes the importance of a full discovery process or trial before asset liquidation. The Receiver's delay in distributing \$10.8 million and \$5.6 million from the DOJ is also flagged, prompting the call for an appeal to unveil the truth. Detailed discussions outline specific instances of alleged rule violations and unnecessary expenses, urging readers to scrutinize attached documents for a comprehensive understanding.
- **March 4, 2024: Reports 19, 20, & 22 (Significance of Signed Consent Orders):** The text outlines the progression of the Oasis case involving the Commodity Futures Trading Commission (CFTC) and emphasizes its shift to the 11th Circuit Court of Appeals. It provides a detailed summary of the alleged plan executed by the CFTC to seize Oasis assets, involving civil complaints, press manipulation, and the appointment of a Receiver. The focus is on the CFTC & DOJ's strategic steps leading to a Summary Judgment, highlighting issues of material facts in dispute. The update stresses the significance of Michael DaCorta's appeal as the last standing defendant. Concerns about biased decisions by Judge Covington, withdrawal of defense attorneys, and the signing of Consent Agreements are discussed. The text urges financial support for DaCorta's appeal and expresses hope for a fair review in the higher court. Attachments include two sample Consent Orders and the transcript of a motion to dismiss hearing.

EXHIBIT G

TRANSCRIPT OF AUDIO RECORDING
, 2023

TRANSCRIBED BY:

Kellie Trela, FPR, Notary Public
State of Florida

STENOGRAPHICALLY TRANSCRIBED
COMPUTER-AIDED TRANSCRIPTION

Due to the absence of a stenographer during this proceeding, the transcript produced from the audio recording of the proceeding may contain areas indicated as indiscernible and/or inaudible as well as unidentified and/or misidentified speakers.

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So, there you have it. Yes, I am a lender.
But what -- what this whole thing is about is we would love to get -- to talk about some of the confusion that's out there, and about the power of attorney and the attorney/client agreement. So we can get started.

HOPE: Very good.

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

JASON MCKEE: Yes. This seems to be a very confusing question for a lot of people.

In the very beginning, we had power of attorney agreements to -- for the claims process, and that was for the attorneys to be able to get in touch with the receiver and, that way, we had one point of contact with the receiver for hundreds and hundreds of people.

So Mr. Winters, who is also an attorney, agreed to be our power of attorney, and from that, many of us signed power of attorney agreements, and that was, specifically, only for the claims process.

Well, then, also, later on, Mr. Winters then

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(Whereupon, the audio recording commenced.)

HOPE: Greetings. My name is Hope. Thank you for joining us today.

You might remember me from a series of videos that my friends at the League of Restorative Justice made to explain Oasis International Group's legal challenges.

Some Oasis lenders with questions about financial matters that we didn't cover before asked the Oasis Helpers Group for clarification, and they asked me to interview Jason McKee, who kindly volunteered to answer them. They had a lot of cover, so let's get right to it.

Hi, Jason. Thank you for volunteering to help answer the recent questions that have come in from Oasis lenders, but before we get started, I have a question of my own that I'd like to ask you.

Are you, your family, or friends, Oasis lenders?

JASON MCKEE: Hello, Hope, and good afternoon. I'm so glad you're able to do this interview with me.

And to answer your question, yes, I -- I do. I am personally a lender. I had all my retirement funds in this loan to Oasis, and my mother, a couple aunts, many friends, also, are lenders with Oasis.

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

HOPE: Thank you, Jason, for that clarification.

But why were all the power of attorney agreements terminated on September 3rd this year?

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

HOPE: Okay. So I understand that, but where does the termination of their POA with Mr. Winters leave those who no longer have any agreement with him?

JASON MCKEE: Well, the people who only had a power of attorney agreement or POA, their relationship with Mr. Winters is over.

So I highly consider everyone signing an attorney/client agreement with Mr. Winters -- so,

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1 therefore, as we go further on and there's more legal
2 actions to be taken, they will be part of our group.

3 HOPE: Jason, I think you explained this just a
4 minute ago, but just for -- just to be sure, why did
5 Attorney Winters start offering attorney/client
6 agreements?

7 JASON MCKEE: From the very beginning, from --
8 as documents and evidence was hitting the Court docket
9 and as we were able to read through them, we found a lot
10 of things that were very inconsistent, so, therefore,
11 raised a lot of questions in our minds. Therefore, we
12 felt like there might be some legal actions that might
13 need to be taken on our behalf, as the lenders to the
14 company. So -- and this is in the civil action.

15 Therefore, we -- at that time, we got the
16 attorney/client agreements going.

17 HOPE: So if I understand this correctly, under
18 the power of attorney agreement, Mr. Winters count
19 represent anybody in court, but under his
20 attorney/client agreement that offered that opportunity,
21 was Mr. Winters your first attorney to work with you?

22 JASON MCKEE: No, he wasn't, as a matter of
23 fact.

24 First off, we -- our group originally hired a
25 private investigator to start going through some of the

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1 HOPE: I'm starting to see more clearly why the
2 attorney/client agreement is so important.

3 When did people start signing them -- those
4 agreements with Mr. Winters?

5 JASON MCKEE: Everybody's a little bit
6 different.

7 I think most of them started in mid July of
8 2021, but each lender will be a little bit different
9 just due to the fact of when they got them all signed
10 and everything completed.

11 HOPE: Thank you.

12 Jason, tell me, why would anyone want to have
13 arson attorney/client agreement with Mr. Winters? Why
14 would they need it now?

15 JASON MCKEE: As everyone knows, with this --
16 who's been involved in this case -- this case has been
17 going on for many years now. So they have the choice --
18 if they find some problem later on, they have a choice
19 of going and hiring their own attorney to help represent
20 them in this civil case. Without hiring another
21 attorney to represent them, signing this agreement with
22 Mr. Winters is the only way they can continue being part
23 of this ongoing civil case.

24 HOPE: I think I read somewhere that there were
25 over 1,000 filings in the civil case alone. So some

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1 evidence that was turned into the courts of trading
2 records. So we hired a private investigator that went
3 through the trading records of Oasis and went to an
4 attorney down in Florida by the name of Mr. Sallah and
5 we actually confronted him first. Well, he was then
6 compromised and actually started working for the
7 receiver instead of us, after we had already spoken to
8 him.

9 We then reached out to an attorney out of
10 London by the name of Mr. Handley, and he, too, was then
11 compromised. He was under the assumption that he was
12 put under a retainer by the receivership in this case,
13 and come to -- and would no longer work with us, and
14 come to find out, he was never put under a retainer, but
15 he would no longer help us at that point.

16 And after that, we then reached to Mr. Winters,
17 and then Mr. Winters started to help us as, so called,
18 victims.

19 It's funny because in this whole entire ordeal,
20 it seems that every single attorney that we have tried
21 to hire, as the victims, just simply, for
22 representation, not to cause a problems or anything like
23 that -- but this receivership, in this case, has, for
24 some reason, attacked every single attorney that we've
25 ever tried to hire.

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1 attorney being hired cold would have to review all that.
2 That would be ridiculously expensive. That would cost a
3 ton.

4 So what should a lender do if they don't have
5 an attorney/client agreement and they want to get one?

6 JASON MCKEE: Just simply need to e-mail our
7 Oasis Helpers Group and just simply ask for one, and we
8 can help them get one going.

9 HOPE: That's easy.

10 How do the terms of the agreement dictate how
11 much each client would have to pay under that contract
12 with Mr. Winters?

13 JASON MCKEE: This agreement is covered the
14 need for legal funding in different two parts.

15 In the beginning, everyone understood we needed
16 a little bit more working capital up front, so we would
17 have a little bit to get the ball rolling.

18 So, collectively, our group agreed that we
19 would pay two and a half percent of our entire claims
20 amount, and our claim amount is the amount we originally
21 invested plus interest earned up to the point of April
22 of 2019. This was a totally voluntary contribution
23 everybody made up front. Some people paid the whole two
24 and a half percent up front. Some people paid a little
25 part of it. And some couldn't donate anything.

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1 So with those donations, Mr. Winters paid for
2 the legal assistance we needed to get things moving
3 along.

4 The second part of the agreement provided for
5 the funds to be paid for the monies that were recovered
6 later.

7 Because the case went to the appeal -- there's
8 a clause in the contract that if the it goes to appeal,
9 the second part stated that there was be 15 -- 15
10 percent of the funds received would be owed. After
11 we've received two refunds now, I sent out our first
12 invoice -- I think it was July of last year -- based on
13 the 15 percent because it went to appeal, and the amount
14 of the refund with any earlier contributions was
15 subtracted from that amount.

16 HOPE: Okay. So where does their agreement
17 show that the lender agreed to pay 15 percent of the
18 total amount of the refund that they received?

19 JASON MCKEE: That is on Page 3, Paragraph 2,
20 under Section 3, the attorney's compensation.

21 I -- I give you a copy of that, so you put that
22 on screen.

23 As you can see, because the case went to
24 appeal, the recovery fee is 15 percent.

25 HOPE: Great. Yeah, I see that.

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1 amount, according to the agreement, or \$4,455. But we
2 know -- we -- back, earlier, we paid the two and a half
3 percent, the \$2,500 credit, right?

4 So what we did is we subtracted the \$2,500
5 credit that they had already paid from the amount that
6 they owed, which was the 4,455. So that left a
7 remaining balance of \$1,955. So that was the balance
8 owed, and that was the balance that was invoiced.

9 There's a little -- there's a little more to
10 it, since some people paid all or portions of all, but
11 the balance owed in the first invoice -- but whatever
12 they paid was deducted from the balance due when the
13 invoice was sent to the second time.

14 HOPE: Okay. So you explained it, but two and
15 a half percent, if they paid it, they got deducted from
16 the balance that was owed on the 15 percent.

17 So then back on the 8th of September of 2025,
18 on behalf of Mr. Winters, you e-mailed a second invoice
19 to lenders who had a balance due on their
20 attorney/client agreement with him; is that correct?

21 JASON MCKEE: Yes, that's correct.

22 HOPE: How was that second invoice calculated?

23 JASON MCKEE: It was simply the remaining
24 balance.

25 So some people had paid the two and a half

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1 Can you give me an example of how this would
2 work for someone whose claim was for \$100,000?

3 JASON MCKEE: I sure can. It's a little bit
4 complex, so stick with me here.

5 Here's how it works: If someone claimed
6 \$100,000 -- and when we say, claim, that means the
7 portion that you actually physically invested and all
8 the interest earnings on those monies up until April of
9 2019. That would have been our total claim.

10 So from that claim, we decided to pay two and a
11 half percent. So that part of that \$100,000, the two
12 and a half percent would be a \$2,500 credit to their
13 account, to each individual who paid that amount.

14 The receiver refunded about 33 percent of
15 lender's principal -- the principal amount but nothing
16 else that their loan may have earned. So none of the
17 interest earned on their accounts.

18 Let's say the principal loan amount was 90,000,
19 and the other was 10,000 in interest that they earned on
20 the Oasis books, but the receiver didn't recognize the
21 other 10,000. So he only paid 33 percent of the 90,000.
22 So that means he -- he multiplied 90,000 times 33 to get
23 the total of the two refunds to the lenders. That
24 equals about \$29,700 in total refunds.

25 The lender owes Mr. Winters 15 percent of that

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1 percent up front of their total claim. After the first
2 invoice, they could have sent in a payment of -- a
3 partial payment, full payment. If they sent in a full
4 payment for the 15 percent on the first invoice, they
5 would have never even seen the second invoice.

6 So any monies that was paid from the two and a
7 half percent early on, the amount paid, whenever the
8 first invoice was sent out, it was -- both of those
9 amounts were deducted, and, therefore, that was the
10 remaining balance for their second invoice.

11 HOPE: Why does a lender need to pay the
12 invoiced amount?

13 JASON MCKEE: Well, that's what they agreed to
14 pay. At the very beginning, when we signed the
15 attorney/client agreement, that's what the contract
16 stated that we would pay, at that point.

17 You know, my portion alone for my -- in my
18 agreement was \$14,000, which I've -- I've literally only
19 paid 10,000 of that. I still oh four grand, and I'm
20 slowing paying it off, as well.

21 So why people have to it pay is because that's
22 what they agreed to. We started this whole fight under
23 the clear assumption that everybody was wanting to fight
24 this fight, and this fight came with a cost. So
25 everybody, early, early on in this, many years ago,

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1 agreed to pay this so we would have the working capital
2 and the monies to pay these attorneys who are fighting
3 the good fight for us.

4 HOPE: This has been going on for quite a while
5 without a final resolution.

6 Aren't they just throwing good money after bad?

7 JASON MCKEE: People seem to believe that, but
8 we -- we've been fighting for years now. We've incurred
9 hundreds of thousands of dollars worth of billings.

10 We're in Court of Appeals right now, so we are
11 actually to the point where we've been fighting the good
12 fight and -- so would you would like to just keep 33
13 percent, or do you want 100 percent of all your money
14 plus all the interest you've earned over these years? I
15 want the latter, so that's why I continue to fight.

16 So, no, you're not throwing good money after
17 bad. I believe our money is going for the cause to get
18 the truth out. And what's that price? You know,
19 what -- what's the cost of getting the truth out there
20 and not creating other victims down the road?

21 HOPE: What if a lender's records don't agree
22 with the trust's invoice? What should they do?

23 JASON MCKEE: Well, all they need to do is
24 e-mail Treasurer@OasisReplevin.net, and send us an
25 e-mail. Tell us your concerns, and we can go through

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1 What is a contingency, and what is the
2 contingency in that agreement?

3 JASON MCKEE: Whenever we first started this
4 process, many, many, many people asked if there's an
5 attorney out there that would work on a contingency
6 basis.

7 So if something is contingent, it means it
8 depends on something else happening. Like, let's just
9 put a, for instance.

10 Say you promise your daughter she can use the
11 family car if she finishes all of her homework. First,
12 her getting the keys is contingent upon her finishing
13 the homework. If her homework isn't finished, then she
14 doesn't get the keys because the contingency wasn't
15 fulfilled.

16 The contingency in the attorney/client
17 agreement is the receipt of a refund. If no refund was
18 ever received, then the lender would have not owed
19 Mr. Winters anything because the contingency wasn't met.

20 Because refunds were received by all the
21 clients of Mr. Winters, therefore, the contingency was
22 fulfilled and -- so then they were invoiced.

23 HOPE: So a contingency is just a condition
24 that has to be met. In this case, the condition was
25 that a refund was made.

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1 the records and make sure everything is correct. Not a
2 problem.

3 HOPE: And they can't pay the full amount of
4 the invoice all at once, then what should they do?

5 JASON MCKEE: Once again, just e-mail me,
6 Treasurer@OasisReplevin.net. We can set up a payment.
7 We're not here to bankrupt anybody. We're not here to
8 take everybody's money.

9 What we're trying to do is fight and get the
10 truth put out. And what we want to do is make sure that
11 everybody stays in our group, is not forced out because
12 they can't pay. So we will work something out, but just
13 contact me. That's the most important part. You got to
14 contact me and talk to me so, therefore, we know what's
15 going on, but that's all they need to do.

16 HOPE: That's great. Seems easy and
17 compassionate.

18 The Oasis Helpers have said that Mr. Winters is
19 paying for everything out of his contingency fees.

20 Is that correct?

21 JASON MCKEE: That is correct, and the
22 contingency fee is the 15 percent we talked about.

23 HOPE: Oasis Helpers explained that
24 Mr. Winters' attorney/client agreement is a,
25 quote/unquote, contingency agreement.

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1 How is paying a lawyer under a contingency
2 agreement different from the usual way of paying one, a
3 retainer in advance and then paying them month by month
4 after the retainer is used up?

5 JASON MCKEE: Under a contingency agreement,
6 the attorney assumes all the risk involved to help get
7 the money refunded and doesn't get paid -- doesn't get
8 paid if the contingency isn't met. So if there's no
9 reward at the end, attorney doesn't -- the contingency's
10 never met, so, therefore, there's no payment to the
11 attorney.

12 But on a retainer -- if anybody's ever dealt
13 with a -- any type of attorneys in the past, the
14 attorney asked for money up front, a retainer, and they
15 put that in an account, and as they had billable hours,
16 they would bill that monies until it was gone. Well, at
17 that time, services are finished until the client would
18 send more money to fill the coffers of the retainer back
19 up, and they would continue to work on billable hours
20 from those monies in that retainer. But as soon as the
21 retainer's run out, work is completed, at that point.

22 So that's the difference between the
23 contingency. The attorney's willing to work up front
24 for the payout later, unlike a retainer, where they get
25 paid upfront and work until the money is depleted.

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1 HOPE: This is probably the most common
2 question that lenders ask, and that is, are they gonna
3 get anymore money back from the receiver?

4 JASON MCKEE: As far as we can see right now, I
5 don't think the receiver plans on returning any more
6 money. That's why we feel like we need to press the
7 issue on -- in the civil case through the appeals
8 process that's going on now and -- and possible further
9 court actions.

10 But as of right now, it doesn't appear as if
11 we're going to receive anymore money. The 33 percent
12 that we've received from our initial investment appears
13 about all we're going to get from the receiver.

14 HOPE: Okay. So if the receiver doesn't give
15 anymore refunds, then why should lenders expect to
16 recover anything more?

17 JASON MCKEE: Well, let's -- because we expect
18 to win a jury trial. That's been our goal all along.
19 We've seen a lot of things that don't add up, and we
20 want to go to trial.

21 HOPE: Lender loans were lost in the civil case
22 that opened on April 15th of 2019.

23 What exactly was Oasis charged with?

24 JASON MCKEE: Okay. So Oasis was originally
25 charged with operating a commodity pool with commodity

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1 misrepresentation, a breach of contract, something like
2 that.

3 HOPE: Were there actually any material facts
4 still in dispute when the judge issued her Summary
5 Judgment?

6 JASON MCKEE: We feel like a bunch. Actually,
7 there were several of them.

8 Attorneys Ron Kurpiers, who Mr. Winters had
9 paid to present them to the Courts, he did an inadequate
10 job of convincing Judge Covington there were enough
11 facts to be disputed, even though she had agreed with
12 him a few months earlier. In 12/22/22, there was a
13 hearing had in the Middle District of Florida. There
14 was a hearing in -- in that hearing, they specifically
15 talked about all the facts that were in dispute. That's
16 what the -- the whole entire purpose of the hearing was,
17 is to discuss the facts in dispute. And the judge
18 agreed that -- she agreed, there were many facts in
19 dispute, but she went ahead and handed over Summary
20 Judgment to the CFTC, kind of closing the case in the
21 Middle District of Florida, and our case never got to go
22 in front of a jury. So, therefore, that's when the
23 appeal was -- was made for this case.

24 HOPE: I took a look at the appeal that Mr.
25 Prezioso wrote, and he's saying that there really was no

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1 pool violations, and that was brought on by the
2 Commodity Futures Trading Commission through their
3 regulations.

4 HOPE: In that civil case, Judge Covington
5 issued the Summary Judgment which officially closed the
6 case.

7 What exactly is a Summary Judgment?

8 JASON MCKEE: A judge can issue a Summary
9 Judgment if there's no material facts in dispute between
10 the parties, and in this case, it would be Mike DaCorta
11 and the CFTC.

12 A Summary Judgment is a final judgment in the
13 case, unless it's appealed, and that's what Mike did
14 through the attorney's help.

15 HOPE: But you mentioned that there can't be
16 any material facts in dispute.

17 What is a material fact?

18 JASON MCKEE: Let me give you an example or
19 kind of a legal definition of a material fact.

20 It is information that significantly affects
21 the rights, the duties, the obligations of the parties
22 involved in the legal case, that would influence the
23 outcome of that case.

24 These facts are essential to determine issues
25 in the Court, particularly, in the areas, like, fraud,

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1 case, at all, because the commodity pool formation
2 requires that investor money be used, and there was no
3 investor money. It was all corporate money.

4 So what happened after the judge issued her
5 Summary Judgment?

6 JASON MCKEE: Well, Mike DaCorta, through his
7 appeals attorney, Steven Prezuisi, who Mr. Winters had
8 also hired, appealed the decision.

9 HOPE: Why was Michael the only defendant to
10 appeal the Summary Judgment?

11 JASON MCKEE: Well, that's because all the
12 other named defendants in this civil case, whether it
13 be, like, Joe Anile, who accepted a plea agreement very
14 early on, or the other named defendants, they signed
15 consent agreements, which is -- I guess, kind of
16 operates as the same -- has the seem affect as the plea
17 agreement.

18 HOPE: Why does that matter to the lenders?

19 JASON MCKEE: That's because the judge in the
20 case made it very clear that the lenders don't have
21 standing in the Court. That means they don't have no
22 rights to bring a lawsuit in this Court. The -- the
23 only parties that can do that are the named defendants,
24 and the only one of them that's still able to do that --
25 that's still trying to prove his innocence is Mike

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1 DaCorta.

2 HOPE: What does it mean that the other
3 defendants, Ray Montie, John Haas, and Frank Duran,
4 signed a consent agreement with the CFTC?

5 JASON MCKEE: Well, in this case, it means that
6 they officially surrendered their standings to bring a
7 lawsuit or an appeal in the case. They no longer have
8 the ability to do that.

9 HOPE: What Court is going to rule on the
10 appeal?

11 JASON MCKEE: The appeal in the Eleventh
12 Circuit Court of Appeals in Atlanta, Georgia.

13 HOPE: How long has the Court had the appeal?

14 JASON MCKEE: Well, the final paperwork for the
15 appeal was filed actually a year, to the date, today.
16 Today's the 8th. So on October 8th of last year, I
17 believe that was the date that it was filed.

18 HOPE: What's taking them so long to rule on
19 it?

20 JASON MCKEE: We would really like to know
21 that.

22 From our perspective, it's pretty cut and dry
23 that there's definitely some -- a lot of things that are
24 in dispute that need to be presented to a jury, that a
25 jury should be able to make the decision of how this

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1 of Florida to stand trial, and that's -- that's probably
2 most like likely what would happen. Or they can agree
3 with Judge Covington and just stand on the ground that
4 the Summary Judgment was a legitimate judgment, which,
5 at that point, Mike DaCorta would then have to appeal to
6 the full bench of the Eleventh Circuit Court of Appeals.

7 HOPE: Mr. Kurpiers was an attorney who
8 represented Mike in the civil case for a while.

9 What happened to him?

10 JASON MCKEE: Mr. Kurpiers passed away past
11 February at the age of 64.

12 HOPE: Why aren't Mr. Winters and Mr. Prezioso
13 and the Oasis Helpers Group just quitting?

14 JASON MCKEE: Based on principles.

15 There are still rocks that needs to be flipped
16 over and unturned in front of a jury, and the truth
17 needs to come out, and they believe that we can win this
18 fight.

19 HOPE: Some of the lenders were witnesses at
20 Mike's criminal trial.

21 Were they lying in court, or were they just
22 mislead?

23 JASON MCKEE: Yeah, the prosecution had several
24 witnesses who were lenders as witnesses in the court --
25 in the court case in the criminal trial. I think they

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1 case should go, but only they can say what's holding
2 them up.

3 HOPE: Why are the lenders being asked to
4 support Mike DaCorta?

5 JASON MCKEE: Actually, they aren't. They're
6 asked to pay what is owed in their attorney/client
7 agreement to Mr. Winters.

8 Mr. Winters will continue to pay important
9 legal fees out of this -- out of his contingency fees.
10 He paid for the appeal because the CFTC tied Mike's
11 criminal trial directly to the civil case, which is the
12 case we're mainly concerned with, but without Mike
13 DaCorta, no lender has standing to present to the
14 Courts. So we've -- we've got to use Mike DaCorta
15 because he's our only avenue to the Courts.

16 HOPE: If Mike wins the civil case, then what
17 happens?

18 JASON MCKEE: Well, it's actually not winning
19 the civil case right now.

20 Right now, we're looking to win the appeal to
21 get, actually, to the civil case.

22 So there's three possibilities that can happen:
23 The Appeals Court could decide to dismiss the whole
24 case. That's great. Highly unlikely. Or they could
25 send it back to Judge Covington in the Middle District

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1 were definitely mislead, and the prosecution seemed to
2 have been doing it very intentionally.

3 I highly recommend everybody watch our videos
4 that we have on our Oasis Replevin website.

5 Specifically, in this case, for misleading witnesses,
6 Video Number 4, the Fairy Dust Fable, and 5A and 5B, the
7 Facts Assumed Not in Evidence. That will help them to
8 understand why we believe the way we do.

9 HOPE: If a lender wants to learn more about
10 the Oasis cases that affect them, what should they do?

11 JASON MCKEE: If they only want to know about
12 the civil trial, they should go to the OasisReplevin.net
13 website, click on the link where it says, trial videos,
14 and watch Video Number 2, Terms of Agreement, and,
15 Number 3, Ownership.

16 This is your money. We're fighting for all of
17 it. We're fighting for all the money. So we highly
18 encourage people -- we've tried to make it as easy as
19 people for people to understand what's going on so
20 they're not reading legal documents, which are hard to
21 understand. We've put it in a video format so they can,
22 hopefully, understand it.

23 So they might want to watch Number 0, the
24 Opening Statement, too. That gives a good overview of
25 both the civil case and Michael's criminal case. If

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1 they want to know about the -- his criminal case, which
2 may also have an affect on the recovery of their money
3 -- I feel like they should watch all the videos made,
4 but, once again, it's up to them, and it's their money
5 we're fighting for.

6 HOPE: Thank you, Jason. I'm sure this has
7 been very helpful.

8 Is there anything else that you would like to
9 add before we sign off?

10 JASON MCKEE: I hope people understand that all
11 of the thousands and thousands of hours of volunteer
12 work that the Oasis Helpers Group has done, the
13 attorneys who have almost had to sacrifice their law
14 licenses at the bludgeoning of this receivership. We're
15 really behind the eight ball, and we need to get our
16 word out there and fight the good fight.

17 So that's where we're at today and, hopefully,
18 everybody that will watch this will get involved by
19 watching videos and educate themselves of what's going
20 on and help get us supported so we can finish this good
21 fight.

22 Thank you so much.

23 HOPE: Thank you.

24 (The recording concluded.)

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REPORTER'S CERTIFICATE

2 STATE OF FLORIDA
3 COUNTY OF PINELLAS

4 I, KELLIE TRELA, certify that I was authorized to
5 and did stenographically transcribe the foregoing
6 recording and that the transcript is a true and complete
7 record of my stenographic notes.

8
9 I further certify that I am not a relative,
10 employee, attorney, or counsel of any of the parties,
11 nor am I a relative or employee of any of the parties'
12 attorney or counsel connected with the action, nor am I
13 financially interested in the action.

14
15 DATED this 6th day of July, 2026

16
17
18 *Kellie Trela*

19 KELLIE TRELA
20 Stenograph Shorthand Reporter
21 Notary Public, State of Florida
22 Commission No.: HH240824
23 Expires: July 11th, 2026

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EXHIBIT H

TRANSCRIPT OF AUDIO RECORDING

TRANSCRIBED BY:
Kellie Trela, FPR, Notary Public
State of Florida

STENOGRAPHICALLY TRANSCRIBED
COMPUTER-AIDED TRANSCRIPTION

Due to the absence of a stenographer during this proceeding, the transcript produced from the audio recording of the proceeding may contain areas indicated as indiscernible and/or inaudible as well as unidentified and/or misidentified speakers.

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may have -- I hope you had a chance to look at it, but we're gonna get into more depth of that today.
Can everybody see my screen that says that the substance of a Complaint -- you should all be looking at that right now.

Can you see that, Brent? You can? Okay.
BRENT: Yes, I can see it. It's clear as crystal.

GREG: Okay. Great. Good.
All right. So as you all know, the CFTC filed a Complaint against Oasis claiming that it was operating a Ponzi scheme, which has not been and cannot be proven because it wasn't.

So here are the four factors involved with the ability to establish a Ponzi scheme. I'm just gonna read it.

A plaintiff must establish -- and they've got to establish all four of these points -- that deposits were paid by investors -- obviously, they can establish that -- the debtor -- we're gonna talk about what a debtor is in a minute. The debtor conducted little or no legitimate business operations, as represented to investors. All of you who have read your promissory note and agreement are -- should be aware that Oasis was, in fact, operating a legitimate business and doing

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(Whereupon, the audio recording commenced.)
GREG: Good evening, everybody. Thank you for joining us tonight.
Brent and I are on here together, but for the first part of this presentation, we're going to give you some background -- some in-depth information to help you write your Complaints.
The objective here is to help you write a Complaint in such depth that you become very, very familiar with that aspect of the case or cases that you're most interested in and concerned about so that you can talk about that one thing with -- with a reporter or someone else that might take an interest in following up with you. You don't have been to be worried about, you know, knowing the whole case in its entirety or the legals ins and outs. We should be able to get you through enough substance here so that you can write something very intelligent and be well -- well-versed and well-informed, and at the end of this, I'll ask those of you who are interested in possibly speaking with the press, which would be very useful, to let me know by e-mail later on, or you can correspond with me or Michelle to let me know.
So each of you got a -- some preparation on some of this by way of last week's follow-up, and you

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several things, including investing in real estate, precious metals, other businesses, and so forth, as a legitimate business. So they fail to be able to represent that.

The purported business operations of the debtor produced little or no profits or earnings.

We have clear evidence that it actually did.

And, fourth, the source of payments to investors was from cash infused by new investors. In other words, as someone else joined, money was drawn from the older investors to pay -- I'm sorry. Other way around -- was drawn from the new investors to pay the older investors.

Now, the source of this, if you would like to look it up, is called the Ponzibook.com from Loyola, there at the bottom of the screen there, and is the link for that if you would like to read the whole -- it's quite a -- it's quite a document. Invite you to do that.

There is gonna be a recording of this, so you'll get these notes later. But if you've got questions as I go through, please take notes while I'm doing it so that you can ask Brent or me what your questions are. It's very, very important that you do that, okay?

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1 What is a receiver?

2 A receiver is an officer of the Court
3 concerning property and receivership holding possession
4 of the property for the Court that appointed the
5 receiver.

6 You'll notice who is doing this -- and I'm
7 gonna clarify that.

8 As a general matter, a receiver is an
9 indifferent person or entity appointed by a Court to
10 receive rents, issues, profits, or other things in
11 question pending the suit -- pending a suit -- where it
12 is not reasonable that either party to the litigation
13 should be the operative person or entity. In other
14 words, in our case, neither Oasis or the CFTC would be
15 considered the reasonable for them to be operative, so a
16 receiver would be appointed.

17 In other words, a receiver is an officer of the
18 Court subject only to the Court's direction and
19 control -- and I highlight this -- and is a custodian
20 and agent who's functions are limited to the care,
21 management, protection, and operation of the property
22 committed to its charge. Not exactly what happened.

23 A receiver owes its allegiance to the Court
24 that appointed the receiver but may owe fiduciary duties
25 to each of the receivership estate's constituents --

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1 If there were rents coming in, which there
2 were, from the condos, then they would go to the
3 receivership estate.

4 Part Q, same document. The basic purpose of
5 receivership is the conservation of the property, not
6 the liquidation. The receiver is charged with the
7 custody of the property and to protect and preserve it.
8 A receiver must exercise ordinary care and prudence,
9 that is the same care and diligence that an ordinary,
10 prudent person would exercise in handling his or her
11 owned estate under like circumstances. If a receiver is
12 uncertain how to preserve the property, he, she, or it
13 should petition the Court for instruction and direction.

14 Notice the emphasis here on conservation,
15 maintenance, management, and so forth.

16 A receiver in possession of real property
17 stands in the shoes of the owner and, potentially, the
18 appointing creditor, which would be someone that the
19 owner has a debt to. Thus, the receiver has a duty to
20 maintain the property in the same manner as would the
21 owner. In fact, a receiver may be liable for damages
22 resulting from the lack of ordinary care and maintaining
23 the property.

24 Hold on a second here.

25 Okay. Brent, would you like to make any

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1 that is the owner -- and/or secured creditors.

2 This comes from basic receivership law and
3 concepts, and you can get -- get that document, if you
4 would like to research more into that, on that link.

5 More from the same text. This is Part J: A
6 receiver stands in the shoes -- this is something that a
7 receiver has actually quoted -- stands in the shoes of
8 the person over whose assets she or he, it, is appointed
9 receiver -- in this case, it stands in the shoes of
10 Oasis -- and holds property coming into its hand by the
11 same right and title as the person for whose property
12 she, he, or it operates as a receiver.

13 So the receiver steps into the shoes and takes
14 the part of Oasis International Group, in this case.

15 Although the title remains, technically, in the
16 owner of the property, the appointment of receiver does
17 divest the owner of possession, management, and control
18 of the property subject to the receivership. With the
19 affect of denying the owner of the property, the power
20 to transfer or otherwise act with regard to that
21 property.

22 So as soon as the receiver is appointing, they
23 step into and take over management operations of the
24 condominiums, for example, the office building, and what
25 have you.

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1 comments on this part before I move on?

2 BRENT: I had my mic on. Just --

3 GREG: Yeah. I saw that. You can leave it on
4 because --

5 BRENT: Yeah. Okay.

6 GREG: Any comments?

7 BRENT: No. I think -- no. I think, unless
8 there's questions, I think that's pretty clear.

9 A receiver may be liable for damages resulting
10 from a lack of ordinary care. Of course, also, a
11 receiver may be liable for damages if he squanders,
12 foolishly, the property, wasting -- wasting it on things
13 that, clearly, it shouldn't be wasted on.

14 There's not much more to say.

15 Thank you, Greg, and I'm enjoying -- enjoying
16 listening to all this again.

17 Go ahead.

18 GREG: All right. So a case -- any case in law
19 is in only one of two states or conditions, right?

20 The case is always -- I think you'll all agree
21 to this. It's either in a state of prejudgment or
22 postjudgment. If it's in prejudgment, it's on a way to
23 trial and judgment where a decision will be made by the
24 jury or the judge, and then after that moment, it's
25 going to be in postjudgment.

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1 So as a consequence of that, a receiver is
2 appointed, either prejudgment or postjudgment. They --
3 there's no other condition, really. They're obviously
4 not appointment in the middle of a discussion between a
5 judge and jury. They're appointed prior to that moment
6 or after that moment.

7 So we're interested, now, in what condition --
8 under what condition could a receiver be appointed.

9 Since there has been no trial, there has been
10 no hearing, and there's been no discovery in the
11 original civil case -- 886 case -- obviously, we're
12 dealing here with a receiver who is appointed
13 prejudgment because without discovery, without
14 testimony, without hearing, and without a trial, it
15 couldn't possibly be in postjudgment.

16 So how could a prejudgment receiver be
17 appointed?

18 Well, in the first instance, it can be
19 appointed under -- a temporary receiver can be and was
20 appointed during prejudgment under authority of Title 7
21 of the United States Code Section 13A1B for a limited
22 time, and in this case, his limited period of
23 appointment lasted from April 15th, for two weeks,
24 exactly, until April 29th, 2019, and he was given the
25 authority to administer such restraining order and to

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1 And in a prejudgment receiver, being that he's got the
2 care and management of an asset, the Court is presumably
3 expecting, at least the plaintiff is hoping, that there
4 will be some restitution for damages done after the
5 judgment in the case is rendered. They're looking at
6 those assets by the means by which restitution will be
7 made to those who were damaged by the illegal action.
8 So a receiver would be normally appointed postjudgment
9 and take care and custody of those assets and, possibly,
10 start the liquidation process to make whole those people
11 who have been damaged by illegal activity.

12 If those assets were in the form of commodities
13 -- if they were, for example, pork bellies or beans or
14 anything like that, which is perishable, then the
15 prejudgment appointment of a receiver would have been
16 probably necessary because, given a length of trial to
17 get to trial and go through all the postjudgment, being
18 that it can be six months to three years, those things
19 would be of no value anymore. They would be spoiled or
20 removed and gone, perished.

21 So in that instance, the receiver would have
22 been permanently appointed, as well, in order to be able
23 to take that and liquidate it, sell them off, that
24 (indiscernible) whatever else.

25 Was that the case in our case? Not at all.

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1 preform such other duties as the Court may consider
2 appropriate.

3 So far, we're all good. That appeared at
4 Docket Number 7 in the case. We refer to that as Case
5 886 because that was its docket number -- it was its case
6 number, and that Docket Number 7 is where you can find
7 that information about his appointment as a temporary
8 receiver.

9 Okay. So we very quickly, as the case gets
10 started, past the two-week period -- needs to be
11 appointed permanently. Now, it's interesting to note
12 that he's appointed here under Title 7. Title 7 is the
13 Commodity Act. And this just makes sense. Why would
14 they afford a special opportunity for a temporary
15 receiver and then, possibly, even a permanent receiver
16 to be appointed in a commodity case?

17 Basically, the CFTC accused Oasis of violating
18 the Commodity Act, Title 7, certain provisions. In
19 order to have done that, Oasis would have had to have
20 been operating a commodity pool, which it did not do and
21 never even contemplated doing. So there's no evidence,
22 no proof of that.

23 Commodities are things that you're familiar
24 with, basically, farm goods. It could be pork bellies
25 or wheat or corn or lima beans or anything like that.

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1 The assets that belonged to Oasis International
2 Group, Oasis Management were hard assets. They were
3 tangible, but they were not removable.

4 So what other form is there for permanent
5 prejudgment appointment? You'll find that under Title
6 28, the United States Code, Section 3103.

7 Well, just a little side note here: Up until
8 about 1926, the laws of -- that were -- the statutes at
9 large, which were passed by congress, signed by
10 presidents, were out there sort of willy-nilly. They
11 weren't in an organized availability format, and by
12 1926, it became extremely difficult for attorneys and
13 judges and anyone else that needed to, to find pertinent
14 statutory law. And -- so, at that point, it was decided
15 it was important for them to create an index, if you
16 will, and organize them according to their subject
17 material and topic. So Title 7 was created as part of
18 that index for everything having to do with commodities.
19 Title 18 had everything to do with (indiscernible) 1789
20 all the way to 1926 that had to do with criminal law.
21 Title 26 had every kind of nature of tax law, and Title
22 28 is the part of the code that has everything to do
23 with Court procedures, appointments, and just any kind
24 of procedures there.

25 So these are called statutory laws, and the

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1 permanent prejudgment appointment of a receiver would
2 usually depend upon provision under Title 28 under
3 Section 3103.

4 What does that say?

5 The appointment of a receiver -- Section A of
6 that section -- Sub Part A. If the requirements of
7 Section 3101 are satisfied -- so you've got this major
8 provision here. Starts off with, if the requirements of
9 another section are satisfied first -- that's an A
10 priority precedent. That has to happen before a
11 receiver can be permanently appointed -- then a Court
12 may appoint a receiver for property in which the debtor
13 -- I've underlined debtor here because we're gonna look
14 up what the meaning is. What is a debtor?

15 You need to know this, too, about law.
16 Legislatures are able to write their own special
17 meanings into law. So that -- for the purpose -- you
18 read things, like, for the purpose of this statute, the
19 word, apple, really refers to the thing commonly known
20 as grapefruit, and -- so if you don't (indiscernible)
21 run afoul right away because you're reading apple,
22 apple, apple, and you're thinking, this thing that grows
23 on trees in northern climates, and what you're really
24 getting is a grapefruit and a citrus fruit. Quite a
25 different thing. But because you didn't read the

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1 United States says -- we're going over now to Section
2 3101. Remember what I said back here. If the
3 requirements of Section 3101 are satisfied, then and
4 only then may a Court appoint a receiver.

5 So let's see what Title 28 -- again, all the
6 judicial code is in here. All the statutes that were
7 written into law are in there.

8 What does Section 3101 -- these are the
9 precedent requirements. What does it say?

10 The United States -- and I've underlined it
11 because we're gonna look up the definition for what
12 United States means in this context -- may, in a
13 proceeding in conjunction with the Complaint or at any
14 time after the filing of a civil action on a claim for a
15 debt -- again, got to have a debt -- make application
16 under oath to a Court to issue any prejudgment remedy --
17 underlined it again so we can look up prejudgment
18 remedy.

19 So we want to know what they mean by United
20 States within Title 28. By the way, it's very different
21 than what they mean in Title 26 and so forth. You're
22 gonna see that in a minute. We already found out what a
23 debt is, and we're gonna look up what prejudgment remedy
24 is.

25 United States means, much to your surprise,

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1 definition, you missed the actual significance and you
2 can be easily mislead. Sometimes that's accidental. I
3 think, more often, it's purposeful.

4 So a Court may appoint a receiver for property
5 in which the debtor has a substantial nonexempt interest
6 if the United States shows reasonable cause to believe
7 that there is a substantial danger that the property
8 will be removed from the jurisdiction of the Court, it
9 will be lost or concealed and materially injured or
10 damaged or mismanaged.

11 Okay. So, first, you need to know what the
12 debtor is, and then we're gonna look up what they mean
13 by, United States, which actually carries different
14 significant meanings.

15 A debtor, under the terms of this provision,
16 under this code, means a person -- person can be a
17 corporation, also -- a living person who is liable for a
18 debt or against whom there is a claim for a debt.

19 Okay. So we've got two conditions here that
20 have to be met. One is requirements of 3101 have to be
21 satisfied. Then there has to be a debtor involved.
22 There has to be someone who is liable for a debt or a
23 guest whom there is a claim for a debt by the
24 government.

25 All right. The application -- okay. The

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1 probably, a federal corporation or an agency department,
2 commission, board or other entity of the United States
3 or an instrumentality of the United States. That's what
4 it means within this context.

5 So the United States, federal corporation
6 agency -- so we're dealing here with an agency, the
7 CFTC, so that's the United States in this particular
8 case, is that agency, okay?

9 What is a debt?

10 Debt means -- you got debtor, now, we got to
11 find out what a debt means.

12 I've sort of smallerized [sic] A because it
13 (indiscernible) B, an amount that is owing -- that's a
14 present tense condition. It's owing to the United
15 States on account of a fee, a duty, lease, rent,
16 service, sale of real or personal property, a fine --
17 maybe -- an assessment, a penalty, a restitution,
18 damages, interest, tax, bail bond, forfeiture,
19 reimbursement, recovery of a cost incurred by the United
20 States or other source of indebtedness to the United
21 States. I highlighted those things in yellow that might
22 be arguably applied.

23 Did Oasis have a debt? Did it owe a fine? Did
24 it owe a penalty, a restitution, or reimbursement? Was
25 it supposed to? Was it charged with some kind of a debt

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1 that it had to recover, pay back, and recover United
2 States? No, actually, it wasn't.

3 What's a prejudgment remedy? It means the
4 remedy of attachment. Receivership, in our case, is
5 what it means. Garnishment or sequestration authorized
6 by this chapter to be granted before judgment on the
7 merits of a claim for a debt. We never got to the
8 merits of the claim, did we? So let's go back here.

9 3101, application, the United States may, in a
10 proceeding in conjunction with the Complaint or at any
11 time after the filing of a civil action on a claim for a
12 debt, make application under oath to a Court to issue
13 any prejudgment remedy.

14 So this has nothing to do with a debt, so it
15 must have been a proceeding in conjunction with a
16 Complaint.

17 Okay, now, this gets more interesting.

18 Such application shall be -- shall be is a
19 mandatory directive. It's not avoidable. It's
20 something that must be done. It's not may. You'll see
21 may in the law and you'll see shall in the law. Shall
22 is mandatory and may is optional.

23 Such an application -- in this case, by the
24 government agency -- shall be filed with the Court and
25 shall set forth the factual and legal basis for each

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1 destroy property with the affect of hindering, delaying,
2 or defrauding the United States.

3 So they would have had to have made the case
4 that Oasis was going to assign the property to another
5 holder. It was gonna burn it down, dispose it in some
6 way. It was gonna pick up the office building, the
7 homes and so forth, and transport them to a jurisdiction
8 in Granada somewhere, conceal them, waste them,
9 ill-treat them, or destroy them. Obviously, they
10 couldn't do that.

11 The debtor has or is about to convert the
12 debtor's property into money, securities, or evidence of
13 a debt in a matter prejudicial to the United States with
14 the affect of hindering, delaying, or defrauding the
15 United States.

16 And the debtor has evaded service of process by
17 concealing himself or has temporarily withdrawn from the
18 jurisdiction of the United States with the affect of
19 hindering, delaying, or defrauding the United States, or
20 -- you can do any one of those, or a prejudgment remedy
21 is required to obtain jurisdiction within the United
22 States and the prejudgment remedy sought will result in
23 obtaining such a jurisdiction.

24 So we've looked at the application, the
25 grounds. We found that they had to make an affidavit

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1 prejudgment remedy that its sought.

2 Subsection A3, such application shall state
3 that the debtor against whom the prejudgment remedy is
4 sought shall be afforded an opportunity for a hearing
5 and set forth with particularity -- that means, to be
6 very specific, exactly -- that all statutory
7 requirements under this chapter for the issuance of the
8 prejudgment remedy have been satisfied before they can
9 make the application.

10 Okay. For the grounds -- the grounds subject
11 to Section 3102, 3, 4, or 5 -- we're concerned with
12 3103, which is the appointment of a receiver.

13 A prejudgment remedy may be granted by any
14 Court if the United States, that agency, shows
15 reasonable cause to believe that the debtor -- again,
16 this is somebody that's got a debt. So in this case,
17 our agency, the CFTC, had to show that the debt -- that
18 Oasis was a debtor, and that that debtor -- that Oasis
19 is about to leave the jurisdiction of the United States
20 with the affect of hindering, delaying, or defrauding
21 the United States in its effort to recover a debt.

22 To the best of my knowledge, there was no debt.
23 They never laid claim to one.

24 Also, that the debtor has or is about to
25 assign, dispose, remove, conceal, ill-treat, waste or

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1 attesting to those things. We just went through.

2 What does that say?

3 The application under Subsection A that we just
4 looked at, shall include an affidavit establishing with
5 particularity to the Court's satisfaction, facts
6 supporting the probable validity of the claim for a debt
7 and the right of the United States to recover what is
8 demanded in the application. And the affidavit shall
9 state -- again, these are unavoidable requirements of
10 the law. It shall state, specifically, the amount of
11 the debt claimed by the United States and any interest
12 or costs attributable to such debt. That wasn't done.
13 It has to state one or more of the grounds specified in
14 Subsection B and -- and is important here -- the
15 requirements of Section 3102B, 3103A, 3104A, or 3105B.
16 We're looking at 3103A, as the case may be. Okay. Has
17 to have been met.

18 Notice and hearing. On filing an application
19 by the United States, as provided in this section, the
20 counsel for the United States shall prepare and the
21 clerk shall issue a notice for service on the debtor --
22 presumably, in this case, Oasis -- against whom the
23 prejudgment remedy is sought. They're gonna give
24 notice -- and on any other person whom the United States
25 reasonably believes, after exercising due diligence, has

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1 possession, custody, or control of property affected by
2 such remedies. So if they know of somebody who is party
3 to this obligation, this debt to the government, that
4 has control of some aspect of it, then they would get
5 notice, as well.

6 Three copy of the notice shall be served on
7 each such person. The form and content of such notice
8 shall be improved jointly be a majority of the chief
9 judges of the federal districts in the state in which
10 the Court is located, and shall be in substantially the
11 following form -- and they actually give you the form.
12 This is the notice. I'm not gonna give you the whole
13 thing. You can look it up, but the notice would have --
14 if it had been made -- would have gone, you are hereby
15 notified that this property is -- office building, for
16 example -- is being taken by the United States
17 Government -- the government -- which says that you,
18 Oasis International Group, owes it a debt of -- specific
19 amount -- for -- the reason for the debt -- and to state
20 that, and has filed a lawsuit to collect this debt. The
21 government says it must take this property at this time
22 because -- now, it's got to recite all those pertinent
23 grounds with specificity in 3101B. The government wants
24 to make sure that you, Oasis International, will pay if
25 the Court determines -- that if it determines that this

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1 So what's happened is we have wiped out a
2 prejudgment receiver appointment, per 28 USC Section
3 3103. Couldn't have happened. Didn't happen.

4 Well, what alternative is there?

5 Well, this next one's a bit of a stretch. It's
6 a case called Scholes v. Lehmann in the Seventh Circuit
7 Court.

8 The Courts are arranged in three tiers. You
9 have the District Court. Above that, you have the
10 Appellate Courts or the Circuit Courts, of which there
11 are about a dozen. I think there's 95 District Courts
12 around the country, three of them in Florida. And above
13 the Circuit Court is the Supreme Court. Of course,
14 there's only one. And when the Supreme Court writes
15 opinion, it's called caselaw. Whenever a Court writes
16 an opinion, it's called caselaw, and the caselaw
17 proceeding from the Supreme Court is regarding with
18 absolute authority and binding upon all the lower Courts
19 at the Circuit and the District level.

20 When a Circuit Court, on the other hand, writes
21 an opinion, it's only really binding upon those lower
22 District Courts that in its jurisdiction.

23 Now the Seventh Circuit Court, I believe, is up
24 around Indiana, Illinois, in that area. It is not the
25 Court that is binding upon the District Court in

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1 money is owed -- remember, this is all prejudgment
2 stuff. In addition, you are hereby notified that there
3 are exemptions under the law which may protect some of
4 this property from being taken by the government if
5 Oasis International Group can show that the exemptions
6 apply. Below is a summary of the major exemptions which
7 apply in most situations in the State of Florida.

8 If you want to read the rest of this, you can
9 look it up. The quick way to look it up would be 28 USC
10 3101, and you'll see the whole thing laid out there.

11 Okay. Any comments, Brent? Your mic's off.

12 BRENT: All these things that you're talking
13 about here or we're talking about here, in one way, are
14 not applicable because the United States, in this case,
15 would have a (indiscernible) first requirement. They
16 did -- not only did they not prove a debt, they didn't
17 even try to. They never even claimed there was a debt,
18 anything owed to the United States.

19 But it's good to understand it all, and that's
20 why we're going through it. I appreciate it.

21 But you're doing great. Go ahead.

22 GREG: That's exactly right, Brent. There
23 was no application. There was no notice due to Mike or
24 anybody else. There's no claim of a debt owed, none of
25 that.

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1 Florida, which is the Eleventh Circuit Court.
2 Nonetheless, District Courts feel at liberty to take,
3 when there's nothing coming from the Supreme Court in
4 particular -- they borrow decisions from the Seventh
5 Circuit. So we're gonna do that for the sake of
6 argument here.

7 In 1995 the Seventh Circuit held that a
8 debtor's plea -- remember, we're going back to, okay,
9 the government is claiming that Oasis is a debt and --
10 so that means that, you know, Mike and Joe and Ray and
11 so forth are debtors, theoretically.

12 So the Seventh Circuit held that a debtor's
13 plea agreement is admissible under federal Rules of
14 Evidence (indiscernible) 322 to establish a transfer's
15 fraudulent intent.

16 Now, we're gonna get to how they're going to a
17 clawback case without a Ponzi scheme having ever been
18 proven.

19 Okay, they're using transfer of fraudulent --
20 based on fraudulent intent, and they're going to
21 probably rely on Scholes v Lehmann for that.

22 Do we have a debtor's plea? Do we have a
23 nominal debtor?

24 The nominal debtor in this case would be Joe
25 Anile, who made a plea. He made a plea agreement, okay,

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1 which was admissible. And that would have established a
2 transfer (indiscernible) and set the receiver free if he
3 had been properly appointed to do what he did, but no
4 plea agreement had been entered into the case until Joe
5 Anile did so in the ancillary case on August 12th, 2019.

6 Now, remember, the temporary appointment of the
7 receiver ended April 29th, 19 -- I mean, 2019. He was
8 (indiscernible) the following day, Docket 44. The Court
9 claims, oh, yeah, but we reappointment him, Docket 177,
10 on July 11th.

11 Joe Anile put in his plea, not a conviction on
12 it. This is not postjudgment. You can argue that,
13 well, if someone plead and they were adjudicated and
14 they were guilty, you could then have a postjudgment
15 appointment of a receiver for usual reasons. However,
16 on August 12th, 2019, it was 104 days after Mr. Wiand,
17 the receiver, was presumptively appointed as permanent
18 receiver on April 30th, 2019, on Docket 44.

19 The Court argued that, well, he was actually
20 reappointed July 11th. Anile put his plea in on August
21 12th, 32 days later.

22 So in both cases, whether it's a proper
23 permanent appointment on April 30th or it's July 11th,
24 either one, he could not have gone, under this provision
25 from the Seventh Circuit, to use that plea as an excuse

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1 Conclusion, you don't seem to have a receiver
2 operating (indiscernible).

3 Any comments, Brent?

4 BRENT: No. Your flow -- your flow of
5 information is coherent. Keep going.

6 GREG: Very good.

7 Okay. Now, we're gonna go into the -- so if
8 your claim is going around, I'm concerned about what the
9 receiver's doing. He doesn't seem to be operating with
10 authority. He's taking people's money. He's
11 withholding funds. He's liquidating assets, and he
12 doesn't seem to have the authority to do any of those
13 things, whatsoever. There's your foundation. Go into
14 those documents, read some more, and you can write up
15 your Complaint.

16 Now, suppose your concern has more to do with
17 his interactions with Attorney Jim Sallah and Attorney
18 Mark Handley. We're now gonna go in to the American Bar
19 Association's Rules of Professional Conduct to discuss
20 that and, also, his effective defamatory assault on our
21 attorney, the honorable Mr. Brent Allen Winters.

22 Rule Number 1.18, duties to prospective client.
23 This came up in my conversation today. (Indiscernible)
24 in your behalf as your agent to engage the services of
25 an attorney to explore whether or not there was, a Ponzi

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1 to appoint a receiver.

2 There is no statutory authority, nothing
3 written by congress, passed by a president, nor is there
4 a rule that authorizes the reappointment of a receiver.
5 And for this I'd have you pull down the brief
6 addendum -- the brief, itself, which you've got access
7 to, Addendum X in Exhibit B. Therefore, the only
8 possible authority for the reappointment of a receiver,
9 since it's not in statute, has to come from caselaw.
10 Some Court has to have passed that.

11 As detailed extensively in the brief on Pages
12 89 through 95, there is no Circuit Court caselaw,
13 whatsoever, that supports an unconditional reappointment
14 of a receiver.

15 So a consolidated receivership order, Docket
16 177, is alleged by the Court to have affected the
17 prejudgment appointment of a receiver, but that order
18 was filed on July 11th, which was still 32 days
19 premature to access Mr. Anile's plea agreement for
20 prejudgment appointment authority under Scholes v.
21 Lehmann.

22 That's written up on the June 25th appellate's
23 response and motion in the Eleventh Circuit Court of
24 appeals. Go read that for full details. I really
25 encourage everybody to go read that particular document.

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1 scheme in operation, to explore weather, in fact, or not
2 there was \$112,273,000 sitting in the ATC broker account
3 other, and for other purposes that attorney's working
4 with you would have served.

5 A person who consults -- A, who consults with a
6 lawyer about the possibility of forming a client/lawyer
7 relationship with respect to a matter is a prospective
8 client. Very important. He needs to be treated with
9 the same diligence and protective caution and care that
10 an attorney would do for someone who had actually
11 already put money on the table and retained them.
12 That's a rule. Rule 1.18.

13 Duties -- this is B -- to that perspective
14 client, even when no client/lawyer relationship ensues
15 -- in other words, they're not retained -- a lawyer who
16 has learned the information from a prospective client,
17 Abe, in this case, shall not use or reveal that
18 information except as Rule 1.9 would permit with respect
19 to the information of a former client.

20 Rule 1.9, what are those duties?

21 A lawyer who has formerly represented a
22 client -- but in this case, perspectiveally done so -- in
23 a matter shall -- there's that word again -- shall not,
24 thereafter, represent another person in the same or
25 substantially related matter in which that person's

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1 interests are materially adverse to the interest of the
2 former client unless the former client -- or, this case,
3 the prospective one -- gives informed consent,
4 confirmed, in writing, which Abe never did.

5 Now, couldn't they argue that the -- the
6 receiver engaged Jim Sal -- Attorney Jim Sallah or
7 prospectively engaged Mark Handley, removed them from
8 their ability to work with us, and that it was not
9 materially adverse to the entry to your interests? Yes,
10 they could argue they. That they could say, well, you
11 know, we put Jim Sallah on the case and he collected
12 nearly \$4,000,000 for the receivership estate for the
13 benefit of you. That's what they would probably argue.

14 Candor towards the tribunal -- this is
15 something of real interest. If you go back and you read
16 that June 25th document put in by the clawback
17 defendants, the appellants -- a lawyer shall not
18 knowingly -- shall not, mandatory -- make a false
19 statement of fact or law to a tribunal -- which is the
20 Court -- or fail to correct a false statement of
21 material fact or law previously made to the tribunal by
22 the lawyer. And you'll read, in that June 25th filing,
23 that that's exactly what the receiver actually did. He
24 created a law of the case, precedent, without authority
25 under statute, and without any caselaw of a superior

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1 reasonable efforts to correct the misunderstanding. In
2 other words, he should say, hey, look, you really should
3 get a lawyer. I am staying in the shoes of Oasis and
4 its creditor, the government, not you.

5 The lawyer shall not give legal advice to an
6 unrepresented person other than the advice to secure
7 counsel if the lawyer knows or reasonably should know
8 that the interest of such a person are or have a
9 reasonable possibility of being in conflict with the
10 interests of the client.

11 You might even have a suspicion that what he's
12 doing on behalf of the Court, as the Court's agent,
13 could have an adverse effect upon you. He should
14 recommend that you get a lawyer, not say, I represent
15 you or imply that he does when he doesn't.

16 Rule 4.4, respect for the rights of third
17 persons. In representing a client -- again, the
18 receiver representing the Court here and the -- and the
19 government -- a lawyer -- I guess it's a misstatement to
20 say government. He's representing the Court's pursuit.

21 A lawyer shall not use means that have no
22 substantial purpose other than to embarrass, delay, or
23 burden a third person or use methods of obtaining
24 evidence that violate the legal rights of such a person.

25 Was attorney Brett Allen Winters a third person

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1 Court in his own Court by misleading the Court to
2 believe something had happened that hadn't happened.
3 And you can read all the details in that June 25th
4 document.

5 So, here, you've got, basically, a claim
6 against, again, the receiver.

7 Dealing with an unrepresented person -- which
8 would be you. You're not represented in this -- haven't
9 been represented.

10 In dealing on behalf of a client with a person
11 who is not represented by counsel, a lawyer shall not
12 state or imply that the lawyer is disinterested.

13 Okay. Let's put that into real terms.

14 In dealing on behalf of a client -- who is the
15 client of the receiver? The Court is. So he's dealing
16 on behalf of the Court. In his dealings with you, if
17 he's ever had a conversation with you and you're not
18 represented by counsel, he should never imply or state
19 that he's disinterested in having that conversation. In
20 other words, it's more likely that he's working on
21 behalf of the Court and, possibly, adversely to your
22 interest.

23 When the lawyer knows or reasonably should know
24 that the unrepresented person misunderstands the
25 lawyer's role in the matter, the lawyer shall make

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1 with respect to the operations in the Courts after
2 filing under the -- filing the claims? He wasn't
3 representing anybody beyond that. Did the -- the
4 attorney -- did the -- the receiver have any other
5 purpose than to embarrass or delay or burden you, as
6 third-parties, or Mr. Winters, as a third-party? I
7 would suggest that he violated this rule.

8 Misconduct. It is a professional misconduct
9 for a lawyer to, A, violate or attempt to violate the
10 Rules of Professional Conduct -- any of these we've just
11 gone through -- or -- and this is key -- knowingly
12 assist or induce another to do so -- did not the
13 receiver knowingly assist and induce James Sallah to
14 violate them or do so through the acts of another.

15 Additionally, it's a professional misconduct
16 for a lawyer to engage in conduct involving dishonesty,
17 fraud, deceit, or misrepresentation.

18 If you have spoken with him and believe that he
19 violated this through a misrepresentation, some form of
20 -- quiet possibly -- did he engage or did Joe Sallah
21 engage in conduct that's prejudicial to the
22 administration of justice, as you understand -- you
23 understand what justice is. Did he knowingly assist a
24 judge or judicial officer in conduct that is a violation
25 of applicable rules of judicial conduct or other law,

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1 such as Title 28, Section 754.

2 Okay. When you go to write your -- the other
3 things have to do -- the other couple questions that
4 were given to you, you can explore on your own. If you
5 want some assistance in that, just let us know.

6 Some people have asked, you know, help us with
7 grammar and writing. There are these grammar checkers
8 that are free online, and you can write your thing up
9 and submit them to them online, and they'll -- each one
10 of them will fix up your grammar.

11 I know somebody very well whose grammar was
12 reasonable but not great, and then all of the sudden, it
13 got really, really good. And I contacted them and
14 asked, did you ever use a grammar checker? And they
15 said, yeah, we did. We used grammarly.com. That would
16 be, probably, the best known in the group, but if you
17 just try them out and see which ones fits for you after
18 you've written your thing.

19 The submissions would go to the Florida Bar at
20 the attention to Mr. Jeffery T. Picker, counsel in the
21 state capital of Tallahassee. And as I said, this will
22 be recorded so you'll have access to write this down.
23 And, also, to the Office of the Attorney General, Ashley
24 Moody, in the State of Florida, and you can -- they
25 want, at the Attorney General's Office, you to fill out

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1 engaged in some things which, particularly, this,
2 knowingly insisting or inducing someone else to violate
3 the Rules of Professional Conduct.

4 Okay. You can -- you can drop your name in on
5 the chat or ask a question, or you can just open your
6 mic, if it doesn't get too crazy, and simply ask a
7 question, and one of us will try to answer it for you.

8 Come on, folks. This is your duty.

9 Does the receiver have --

10 BRENT: Greg?

11 GREG: Yes.

12 BRENT: I want to make a comment while they're
13 gathering their thoughts --

14 GREG: Okay.

15 BRENT: -- if I may.

16 GREG: Please do.

17 BRENT: Last time we met, I made the point that
18 -- if I'm heard, say so. Give me a thumbs up.

19 Am I heard well, Greg?

20 GREG: Yeah. I can hear you.

21 BRENT: Okay. Last time, I made the point that
22 I've never filed a Complaint against another lawyer, and
23 I've had lawyers do nasty, nasty things to me over the
24 years, but it's my policy not to do that.

25 One of the reasons I don't do that, among

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1 a form, which you can fill out online. There's the site
2 for it. And, you know, write up your thing and send
3 those two things together to the attorney general.

4 That is the last slide, and I think, at this
5 point, we should open it up for conversation.

6 If you can send me -- let me see if I can get
7 up here -- a chat. There we go. All right.

8 Okay. Barb is asking me to repeat the
9 conclusion.

10 Which -- which part of it do you want, Barb?

11 BARB: Hi, Greg. Thank you so much.

12 GREG: Sure.

13 BARB: That first section, when you finished
14 it, you said, in conclusion, and then you -- I'm sorry.
15 I just caught a few words of it, but it was broken up.

16 In conclusion, we don't seem to have a
17 receiver, and that's all I got.

18 GREG: Oh, yes. In conclusion, with respect to
19 the whole portion of the receiver's issues, it does not
20 appear that you have -- that the Court is working with a
21 receiver who has been legally appointed. That's
22 obviously an issue.

23 The second point that I covered here in some
24 detail is the receiver's relationship, and Attorney
25 James Sallah's relationship with the receiver, and they

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1 others, as I mentioned, is because it makes a lawyer
2 appear like a child fighting with another child, and the
3 Courts don't want to hear that. They want lawyers to
4 settle their own problems.

5 I, one time, got locked in a side room in the
6 Federal Court building with a lawyer. Marshal standing
7 outside, at the order of the judge. He told us to go
8 into this other room and settle the case. Well, this
9 other lawyer was about six feet, five, and he was a
10 former union enforcer, and he had been threatening me
11 all through -- all through the case. And -- so he was
12 older than me, but we went in the room. I could tell he
13 was more worried than I was, and my worries went --
14 went -- went away real quick.

15 The point I'm making, he did -- by the way,
16 that lawyer, when we got into the case, this great big
17 thug of a man, filed a Complaint against me right off
18 the bat to try to get rid of me, just like this receiver
19 did here. I had done nothing -- had done nothing but
20 offered to help him, but he wanted to get rid of me so
21 he wouldn't have anybody challenge him, so he filed a
22 Complaint against me.

23 And a Complaint from the public, in my
24 (indiscernible) opinion, has a lot more power and clout
25 than Complaints with lawyers.

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1 And the other reason is that it does -- that
2 lawyers don't have much clout is because the practice of
3 law, according to those that write these -- these rules
4 -- for instance, the State Bar of Florida -- that's who
5 this other receiver turned me into the state Bar with a
6 criminal Complaint, nonetheless, tried to get me
7 prosecuted for a crime. He didn't care if I got thrown
8 in jail, and if you don't answer those Complaints,
9 that's what may happen. Well, even if you answer them,
10 it may happen, but he -- he just wanted to get me out of
11 the way. That was all it amounted to. And -- but had
12 more cloud because the case of the Bar of Florida or the
13 Supreme Court of the State of Illinois -- the Supreme
14 Court in Illinois has authority over the practice of law
15 in Florida. The Bar Association has authority over
16 discipline over the practice of law. So depends on what
17 kind of states you're. In those are the two options.
18 Those are the two ways all the states operate.

19 Well, in the State of Florida, the Bar has that
20 power, as I said, and they will pay more attention, in
21 my -- in my experience, to the public filing Complaints
22 against lawyers than lawyers filing. Well, lawyers --
23 or the Bar Association's power to discipline lawyers is
24 not (indiscernible) punish lawyers. If there's anything
25 clear, it's the ethics code that lawyers have, and they

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1 Don't worry about that. These lawyers -- these Bar
2 Associations, they are chafing at the bit to have lots
3 to do because that justifies their pay and their
4 position. So you give them something to research,
5 that's what they'll do. You don't have -- maybe what's
6 good to explain it. I think, what you're doing, that's
7 good, but for example, this union thug that filed
8 (indiscernible) gone to law school (indiscernible) law
9 school that filed against me, trying to get me thrown
10 out, get me disciplined or lose my license or whatever,
11 all he did was piled up papers from the case and put a
12 letter on top that said, I think this lawyer's out of
13 bounds. Maybe you want to check this out. I think
14 that's about all he said. I remember the letter. Very
15 short. And he shipped it off, and, of course, they're
16 looking at it, thinking, what's this all about? And
17 they get looking through the papers, and then they call
18 me. They said, we just got a Complaint from this lawyer
19 who said you were doing things unethical. What did he
20 say I was doing? Well, he didn't say, but we've got all
21 the paperwork here. Tell us about it. Tell us what
22 happened. And we talked over the phone quite a while,
23 and the lawyer said, well, looks to me like that's what
24 I'd done in a case like that. I don't remember what the
25 issue is or was. He didn't mention it.

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1 say that the lawyers -- that the Bar Association's
2 (indiscernible) in their opinions when they discipline
3 lawyers, it's not for -- it's not for the punishment of
4 the lawyer (indiscernible) over and over. This is for
5 protection of the public. It has, really, nothing to do
6 with the lawyer. It has to do with protecting the
7 public. If the lawyer gets crushed in the process,
8 well, that's his problem. That's -- the law reads when
9 it comes to the discipline of lawyers. If the lawyer
10 makes a mistake and gets crushed and they do something
11 to him, that's protection of the public.

12 So you are the reason for all these rules. Of
13 course discipline -- not discipline. That's a bad word.
14 Whatever they do to lawyers, they do to lawyers, and
15 lawyers get hurt, but it's for your benefit, according
16 to the law, that these things happen.

17 So even the appearance -- even the mere
18 appearance of wrongdoing can result -- and I've seen it
19 result -- in suspension of the lawyer, what they call
20 discipline. But, again, it's not for the lawyer. It's
21 for the sake of the public.

22 So that's why people choose to do that. It's
23 not a bad thing.

24 Now, if you -- are you worried about your
25 ability to write or you think you won't be understood?

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1 So if you send it in with somewhat of an
2 explanation that, hey, I got -- I was wrong -- you're
3 not a lawyer. You're not supposed to know all the
4 rules.

5 Greg had done a good job of presenting them
6 here. Very simple. When I took the Professional
7 Responsibility Exam, and you have to take that exam
8 (indiscernible) Bar exam. So, now, you have to take the
9 Professional Responsibility Exam, which is an exam on
10 all these rules -- the ethics rules, and this -- this
11 older lawyer told me -- said, you worried about the
12 exam? I said, yeah, it's like taking the Bar exam. He
13 said, no, it isn't. He said, with every
14 question (indiscernible) what would my grandmother do?
15 Just ask yourself, what would my grandmother do? And I
16 did that, and I passed with flying colors.

17 So if it doesn't seem right to you and you
18 think you're being wronged or a lawyer did something
19 wrong, say so. That's that.

20 Don't worry about the writing. Of course, Greg
21 alerted you to grammarly.com. I'm sure that no matter
22 how you say it, even if you don't follow the rule of
23 grammar, you mess up, it will be understandable and
24 that's more important that the rule of grammar, if it's
25 understandable.

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1 Second, in this case, if the Court -- the
2 Courts -- the Federal Courts don't have jurisdiction
3 over anything that the congress of the United States
4 doesn't give them jurisdiction over. The Constitution
5 says that the congress of the United States has the
6 power to create all Federal Courts except Supreme Court
7 of the United States. The Constitution creates the
8 Supreme Court of the United States, but that's the only
9 court it creates, and then the Constitution gives
10 congress the authority and power to create all other
11 Federal Courts. And all these courts down in Florida
12 are courts that congress have created.

13 Along with the power to create is the power to
14 get rid of. He who has the power to give has the power
15 to take. Statement of Job in the bible, the lord gives.
16 The lord takes. Well, that's just the shorthand way of
17 saying the same thing. That's a universal principle.
18 But with the power to give is the power to say how much
19 you're giving, how much jurisdiction you're giving to
20 the Court. And with these statutes of congress that
21 Greg read, these statutes of congress say we created
22 you, Mr. Federal Court down there in Florida. Now, here
23 are the limits of your jurisdiction. You can't take a
24 receivership case before judgment -- a prejudgment
25 receivership case unless the follow -- following

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1 practicing law in Florida without a license in the State
2 Courts. They have no authority in the sovereignty of
3 the federal government and the Federal Courts. None.

4 And that was the argument we made to them, and
5 we had caselaw to back it up and the -- the Florida Bar
6 evaluated the case on the basis of state law, and the
7 rules of the Bar, but I have to believe that our
8 arguments were key -- even though they didn't
9 acknowledge them -- were key to this, and I would make
10 them again. There's a separation of power between the
11 states and the State Courts and the states and the
12 Federal Courts from the federal jurisdiction.

13 Well, that's very good, Greg. I'm hoping to go
14 over that again. I want to review this again and -- and
15 you and I will be talking about it more, but I
16 appreciate you taking your time, and your presentation
17 was coherent and you knew when to stop. There was a lot
18 of material there, but you stopped so we didn't get
19 overload. That was good.

20 GREG: It will be recorded and provided to
21 everybody.

22 Again, all of this -- our presentation live
23 today, this recording and everything else, falls under
24 the protection of your non-disclosure agreement. Very,
25 very important. We do not discuss strategies of -- just

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1 criteria are met.

2 As far as I know, not only were those criteria
3 not met -- those requirements, but I don't think they
4 were ever even raised. This is the rogue lawlessness of
5 Courts in America. Rogue lawlessness. Acting outside
6 of jurisdiction, and then along with that, jurisdiction
7 is the holy of holies of our common law tradition. What
8 do I mean when I say that? What I mean is this: If a
9 Court claims a jurisdiction that it doesn't have and
10 it's later shown -- later shown that it never had
11 jurisdiction, then everything is off. The case is
12 reversed. And that's an important point in this
13 situation.

14 And the only way that the case -- the other
15 side -- on the other side -- receiver, he -- he's made
16 this adversarial.

17 Oh, one other point just to illustrate
18 jurisdiction. When this receiver made a Criminal
19 Complaint to the Bar of Florida against me, he asked the
20 Bar of Florida to do something they didn't have
21 jurisdiction to do. What's that? Take control over
22 lawyers in the Federal Courts. The State Bar of Florida
23 has no authority respecting any Federal Court because
24 the State Bar of Florida only has authority to
25 discipline Florida lawyers or lawyers that are

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1 for the -- you know, to prevent any potential for it to
2 leak. But I can tell you, things are underway, and
3 we're making some progress.

4 Some questions have come up. I think that, you
5 know, once again, as he did the first time, Brent has
6 emphasized the personal nature of your Complaint. If
7 you feel wronged -- if you feel wronged because your --
8 your money was -- was sequestered by the government
9 without legitimacy, say so. If you feel wronged that
10 the attorney who is -- was -- was perspective engaged
11 to help you find out whether or not there was money
12 existing at the ATC broker account, as there appeared to
13 be sufficient to repay everything -- everything, and
14 those attorneys, out of their own self-interest, got in
15 the way of that happening so that you couldn't find out,
16 and, in fact, had to raise more money, as it turned out,
17 to try to find an attorney in London to obtain that
18 answer, and then only to have that person absconded, say
19 so.

20 I only offer the, you know, grammar thing for
21 those who are concerned about it because, quite
22 honestly, as a personal interest, I don't want to turn
23 back and put on my English teacher hat again. I left
24 that a long time ago. (Indiscernible) help you out with
25 all that stuff, but I will -- I will -- if you've got

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1 questions about, you know, something in depth you're
2 curious about I'll answer those things. There are some
3 questions that came up. I'm not gonna use your names.
4 Keep this private.

5 But how much money has the receiver liquidated
6 of all of the assets?

7 We don't know because he has not put in a --
8 sort of a comprehensive report. You have to go and read
9 the nine quarterly reports, which I haven't done, but I
10 know someone who has. And the last time he reported
11 it -- and in a kind of offhanded sort of way, the Court
12 asked him, during Joe Anile's adjudication -- we've got
13 a recording of that -- and the judge asked him how much
14 he liquidated, and he wasn't sure. He said, oh, I don't
15 know. 20 or 30,000,000. Something like that. We know
16 he's been very active since then. After that point, he
17 collected 3,000,000 -- 300 -- what is it? \$3,000,902
18 from mainstream -- they found another 6,000,000 where
19 they didn't expect it, and so on and so forth.

20 So I don't know. We really can't answer that
21 question.

22 HENRY: Greg -- Greg, I have a couple of
23 questions -- questions and thoughts or whatever.

24 GREG: Now, you're gonna have to identify
25 yourself.

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1 So two things that I just brought up.

2 GREG: Okay, Henry. Thank you.

3 I'm sure that question -- the comment, the
4 observation, I would naturally agree with. I think that
5 the appellants in the clawback case have made very
6 substantial representations of violations of the law,
7 which we can now capitalize on, in a broader sense.

8 I'm gonna ask Brent to speak to why that hasn't
9 been effective so far. And, again, it will be his
10 personal opinion because neither one of us can actually
11 tell you why the Court hasn't, you know, bowed to the
12 preponderance of law, both statutory and caselaws, to
13 date. We don't really sure -- we're not sure. We can
14 speculate on that, but it will be pure speculation when
15 he does answer that and give you his opinion.

16 With respect to why the -- the importance of
17 these letters, as Brent emphasized just now, it's far
18 more important for the Florida Bar and the attorney
19 general of the State of Florida, who's -- really, their
20 purpose, their obligation of holding those offices is to
21 serve the public's interest. Every attorney has -- has
22 an A priority obligation to serve the public before they
23 even can serve their client. It's that -- in the
24 hierarchy of responsibilities, it's way up there.

25 So when they get -- imagine everybody on this

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1 HENRY: So this is Henry.

2 GREG: Hi, Henry.

3 HENRY: So I'm a little bit confused with --
4 you've done a fantastic job. Maybe you should go get an
5 attorney's degree or whatever. You've done an awesome
6 job.

7 GREG: Thank you.

8 HENRY: Anyway, with all of the violations, I
9 am -- I'm not understanding how -- I mean, if I was a
10 graduate lawyer -- first year graduate lawyer, with all
11 these violations, I think I could make a very clear
12 case, like you have, in Florida and win. I mean, the
13 violations are just so clear. So -- I mean, they're
14 just so clear. I mean, I don't understand the -- how we
15 cannot win this thing, or having any kind of an attorney
16 to present what you've presented, how we would not win.
17 I don't understand that. So that's Number 1.

18 And then, Number 2, where are we -- I don't
19 understand the -- where are we in the process? You
20 know, I guess quiet a few of us put up some money to
21 retain Mr. Winters and -- so we're very thankful for
22 that. I'm very thankful for that.

23 So, I mean, what is these letters going to do
24 versus what is Mr. Winters going to do? What -- where
25 are we there? That part, I don't understand, either.

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1 group -- there are 31 of you right now in this. If all
2 of you are to write your Complaints, that is -- that
3 is -- there's definitely going to get attention from
4 these public officials in going, wait a minute here,
5 there's something that's gone off the rails here. We do
6 need to look into it. And if -- if one lawyer can write
7 into the Bar Association, just pile a bunch of stuff
8 that's already public record in the document and say,
9 hey, I think this guy is -- there's something wrong, you
10 any? And end up with an investigation that goes on for,
11 what, several months. It didn't -- I don't think they
12 got a final judgment on it for, like, five months.

13 You know, what he did do, most likely, was to
14 intimidate other lawyers and went, jeez, I don't want
15 one of those claims put against me. That's pretty
16 scary, you know, what he did to Mr. Winters there, and
17 made it more difficult for us to secure some assistance
18 in Florida.

19 But what you guys are gonna be doing is you're
20 gonna be opening the door into a very public observation
21 so that they can come to the conclusion, hopefully, that
22 you have, Henry, that, wait a minute here, something's
23 really off the rails with respect to this process over
24 here. We need to take a hard look at it. And we'll, of
25 course, get the receiver's attention so that, maybe, it

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1 will put some kind of reins on it. Who knows.

2 But the other thing -- and the reason why I'm
3 so keen on you doing this and I'm presenting you with so
4 much detail is because I'd like you to dig down into
5 this to the extent that you become very conversant with
6 your -- with the reasons for your Complaint that you --
7 if someone walked up to you and said, hey, Henry, why
8 did you say that? You say, well, I said it because of
9 this, that, and the other thing, and besides which, I
10 just feel very strongly about it. This has affected my
11 life. It's affected my life in this way and that way.
12 You can put that in there, as well, so that we can now
13 crack the door because the greatest pressure comes from
14 the public.

15 You may have noticed that Courts, they don't
16 like this attention. They don't want lights -- when
17 somebody's doing bad acts, the last thing they want is
18 light to be shown on what they're doing. They're, like,
19 a bunch of cockroaches when you turn on the kitchen
20 light and you move the cereal boxes and, boom, they're
21 running all over the place, okay? I can speak from
22 experience of that restaurant. I used to work in a
23 restaurant in Westport, Connecticut, where that happened
24 everyday. We walked in, and they were all over the
25 place. The light's on, you know? It's like that. And

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1 not at that point anymore. We're beyond it. We each
2 have a calling to step into our own authority our own --
3 this is an act of self-assertion and responsibility of a
4 profound kind, not dissimilar, in some ways, to the
5 people who had argued with their government in 1773, 4,
6 5, and so forth. Go back and read the Declaration of
7 Independence. It's all about those arguments, okay?

8 We've tried, they said. We've tried for more
9 than a decade to get reason out of our government, and
10 having made the case, we're taking it out to the public
11 for adjudication before the eyes of God. We think we're
12 correct. And they fought a war -- an eight-year war to
13 resolve and issue, and they won against the most
14 powerful military power on earth, and if you -- I mean,
15 just beating the French empire. I mean, if you go back
16 and you actually read what actually happened in -- in
17 the 18th Century, what you're being called to do today
18 is not all that dissimilar. Their trial was a trial by
19 combat in the field of arms. Yours is a trial with
20 conviction -- of convictions and righteousness a sense
21 of justice that needs to be served, and you're going to
22 demand it through these Complaints so that you speak
23 with passion about how this has affected you. It's not
24 just affected you. It's affected your children and your
25 children's children and, potentially, the entire course

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1 they'll run for cover, and we will break up -- there
2 seems to be -- personal opinion here -- seems to be a
3 kind of cabal going on down there that these attorneys
4 -- and there are too many of them in this country -- far
5 too many with not -- not enough -- there's this
6 oversupply of lawyers and an undersupply of legitimate
7 work. And a lot of them move down to Florida in hope
8 of, you know, garnishing work from the retirees there,
9 maybe managing estates or whatever. But if you read
10 that article by Michelle Malkin (phonetic) that I sent
11 around, you'll find this going on in another
12 administrative forum where they're basically bringing
13 elderly people under the control of the state, and
14 they're stealing their estate and taking all their
15 money, the lawyers are, back and forth.

16 So you get this collusion going on back and
17 forth, and the way to stop that is to bring public
18 attention to it to get people -- ordinary American
19 people whose government this is, who are -- this is a
20 government for the people, by the people, and we've lost
21 the sense of that. We kept turning over our agency, as
22 the responsible party under God in our form of
23 government. We keep turning it over to someone else.
24 Well, if Donald Trump would just be in office again,
25 everything will get fixed. We got to stop that. We're

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1 of history in this country if it's not stopped.

2 What is to prevent receivers, like the one that
3 you got and dealing with, all over the country copying
4 what he's doing, going, boy, this is a great way to make
5 money, which seems to be what happened.

6 Back in 2013, or 2008, rather, his old buddies
7 at the security exchange commission invited him on an
8 emergency appeal to a Court that -- the Middle District
9 Court. Please bring this guy (indiscernible) Wiand. We
10 used to work with him. Bring him in as a receiver on
11 this -- on this Nadal (phonetic) case that we've got
12 going. Very similar.

13 And then Arthur Nadal (phonetic) without
14 representation, tried to support himself, ended up in
15 prison, died there. It's -- it makes you want to cry
16 when you read what he was doing, trying to defend
17 himself. He was writing handwritten letters, appeals to
18 the Court on -- on lined school paper. They wanted
19 him -- they convicted him of a Ponzi scheme, allegedly,
20 for \$157,000,000. Wiand got on the case, and over the
21 course of four years, he didn't collect \$157,000,000.
22 He collected \$200,000,000, allegedly. That's reported.
23 He collected \$200,000,000. That's what the reports are.

24 Well, can you imagine the other attorneys that
25 are looking for work down there going, you know what,

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1 what a great gig. I'm gonna sign up with this fella.
2 I'll get some leavings on his table.
3 What's to stop that from going all across the
4 country if -- when we finally identify what's going on
5 -- we finally do, as Henry identified, and say, look,
6 we've got, right in front of us, caselaw, statutory law,
7 violations up the ying-yang. No one's called him on it.
8 No one's made a Complaint before. The press doesn't
9 know what this story is.
10 Someone called me the other day, had me on the
11 phone for an hour. My computer was down. I almost
12 couldn't believe it. I said, look, I can't check
13 anything. I can't look at your account or anything
14 else. I'm down. He goes on for an hour. Okay. We got
15 all this stuff worked out. He said, my concern is that
16 my wife and daughter have done all this research on the
17 internet, and everything that they've read contradicts
18 what you guys are saying. I'm, like, okay. Did they
19 read the caselaw? No. What they read was the Sarasota
20 Times, you know, the Tampa Tribune, whatever -- whatever
21 the receiver had put into the newspapers is all that
22 they read.
23 We haven't been in the press. We haven't asked
24 the press to even take a look at this yet. Don't you
25 think they will when all of the sudden, their State

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1 Just as example of something in the news, the
2 fraud of the elections and the Courts consistently --
3 the Supreme Court of the United States refuse to hear
4 it. And they have jurisdiction responsibility to say
5 yes or no and hear the case. They didn't. Other Courts
6 have heard such cases, in the face of overwhelming
7 evidence, and they turn a deaf ear. They don't even
8 allow a hearing. I'm watching this all over the
9 country.
10 And this situation with receiverships -- I
11 remember when I first learned about law. I never dealt
12 with receiverships. When I learned about a case with
13 John Ashcroft (phonetic), whose an appointed receiver --
14 (indiscernible) racket. Let's just say it.
15 Receiverships, in the Federal Courts and State Courts,
16 are rackets. And lawyers get in, and then they hire
17 other lawyers. Their buddies come help them. They find
18 a big pile of money, millions of dollars some place.
19 They want to get a receivership over it, and that's how
20 they build their wealth. It's called stealing.
21 Stealing, that's all.
22 But why do the Courts -- why aren't they
23 listening? It's not because the law doesn't tell them
24 to. It's not because the lawyers, as in this case, that
25 we -- I applied for admission to that Court, and the

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1 Attorney General starts getting issues?
2 And by the way, I'm meeting with Representative
3 Matt Gaetz this week. I'm gonna bring it to his
4 attention. Very, very active congressman, and as Brent
5 just laid out, congress has authority over these Courts.
6 They created them.
7 So what you're doing -- what you're about to
8 do, in the way that you and you alone can do -- no one
9 else can write your Complaint as effectively as you can.
10 No one. Do it with heart. Do it with conviction. Do
11 it with spirit. Do it because you know it's important
12 for you and your family and for this country.
13 So, Brent, would you like to comment on why, in
14 the face of what we have presented before the Courts, we
15 have yet to prevail in the -- for example, in the
16 clawback case, which is the only case that our
17 appellants, some of whom are on this call tonight, have
18 been working so hard over the past year?
19 BRENT: Yeah. And there's been a lot of work
20 done in the Appellate Courts, and the Appellate Court
21 turned a deaf ear.
22 And if I can answer the question why the Courts
23 do the wrong thing in the face of overwhelming evidence,
24 I suppose I would really be a profit, but I've noticed
25 it. Other people notice it, that we witnessed it.

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1 Court accept it. The sponsoring lawyer -- I sent him a
2 retainer of \$5,000 to -- to sponsor me down there. The
3 Court accepted it. They put it on the docket. As far
4 as I knew, I was (indiscernible) everybody's lawyer,
5 accepted into admission for that Court down there to be
6 pro hac. That means, for this case only. And then the
7 magistrate comes blowing in and says, no, you're out.
8 The docket was never changed. The clerk kept sending
9 papers to the wrong people. The clerk, apparently,
10 acted like the -- the clerk acted like -- he assumed
11 that I was still the lawyer, and therefore, when the
12 appeal -- the notices for the appeal were made, they
13 weren't made to the proper parties, and then the Court
14 ruled against everybody. It couldn't have been more of
15 a -- more of a mess. Couldn't have been more of a mess.
16 Obviously, due process violated.
17 Maybe -- I'm trying to think of a way to
18 illustrate it, but it's consistently this way. I've
19 been at it a while. If you maybe go watch that movie.
20 This fascinated me. I watched the movie. It's about an
21 old case in a Federal Court, and the name of the movie
22 -- Greg, you might remember. It's not coming to me.
23 It's about that cargo of slaves from Africa.
24 GREG: The Amistad.
25 BRENT: The movie is about a lawyer that took a

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1 case where it was blatantly obvious what the situation
2 was in Federal Court, and that famous actor that used to
3 be a Lincoln lawyer or something -- I forget his name --
4 Texas -- he played the part of the young lawyer, and no
5 matter what evidence he presented before the Court, it
6 didn't stick, for some crazy reason.

7 GREG: Matthew McConaughey was --

8 BRENT: McConaughey. That's his name.

9 And, finally, the case appealed to the Federal
10 Appellate Court. This is a true story. Probably a lot
11 the of literary license, as there always is, but a true
12 story -- appealed to the Federal Appellate Court, and
13 this lawyer said, well, if John Adams -- John Adams will
14 argue this case, who used to be president of the United
15 States, and then he was in congress. He was in
16 congress, at that time. The only president to ever
17 serve in congress after he was president. But he argued
18 the case before the Federal Court and (indiscernible).

19 GREG: John Quincy Adams, yeah.

20 BRENT: Yeah, the son of John the first and --

21 GREG: I believe, Anthony Hopkins.

22 BRENT: John Quincy. That's right. That's
23 right.

24 Well, anyway, that illustrates the point, and
25 the whole point of that movie was that no matter how

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1 hire a lawyer and he'll take care of it and I'll win.
2 It doesn't work that way. This is not a machine. The
3 Courts are not a machine where you dial the dials a
4 certain way and pull the lever and it comes out the way
5 you want it if you know how to dial the dial. It's not
6 a sawmill where you set the teeth on the saw and it cuts
7 the way you want it. That's -- oh, a lawyer is like a
8 sawyer. All he's got to do is set the teeth of the law
9 and it cuts the right the way. It doesn't work that
10 way. Here's the way -- here's the fly in the ointment.
11 If fly in the ointment is the evil. The evil is man,
12 and that's what's in this case. It runs from top to
13 bottom.

14 So there must be persistence. As I said
15 before -- I want to repeat it again. I'm not suggesting
16 that anybody filed a Complaint against a lawyer. I
17 don't do that, personally. Maybe (indiscernible) come a
18 time when I would. Right now, I'm not. I want to go to
19 battle with this guy. And I want to whoop him fair and
20 square. But if you feel a conviction to do that, I
21 don't want to stand in your way. That's your right to
22 file a Complaint.

23 I do believe that if you do choose to file
24 one -- many of you have, from what I understand -- that
25 you need to -- you need to say it in your own words.

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1 much evidence you've got, no matter how right you are,
2 it's an uphill battle. But those that quit never get
3 anything. I know that for sure. For sure. And those
4 that persist, get something, and I've experienced some
5 of that.

6 Why is it that we have to fight so hard to get
7 such evil just to get what God has rightfully given to
8 us? And the evil empire steals it, and then we got to
9 fight to get it back. And the fight is an uphill
10 battle. That's what's going on here. No sense trying
11 to say, oh, we're gonna win this and here's what we'll
12 do. I know what the law is. Anybody can look up the
13 law. But the law -- we wouldn't (indiscernible) if the
14 law were followed, but it's not. We wouldn't go to
15 Appellate Court. I'm in Appellate Court now, you know?
16 A State Appellate Court -- I've been in the Federal
17 Appellate Courts and, sometimes, they deliver justice,
18 but just as often, they don't. All we get out of it --
19 we do get a hearing, but is it a genuine hearing?
20 That's the question. Due process requires a genuine
21 hearing. And if we quit, we get nothing. And I'm --
22 I'm in it because of, more than one of us, keeps us
23 going, if that helps. There's energy developed here.
24 You are part of that energy. That helps, too.

25 This is the reality of battle. It's not, I'll

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1 Don't try to be lawyer. Don't try to figure out the law
2 with a code. Just say I've been wronged. I didn't get
3 a fair hearing. The Court has no jurisdiction in this
4 case. The law is obvious on that. There is no Ponzi
5 scheme. There's never been one proven. I know of no
6 evidence of a Ponzi scheme. Why -- why are they
7 stealing my money? They're stealing my money, and they
8 drug this thing out unnecessarily. They've thrown my
9 lawyer out. These are the things that I know happened
10 in the case.

11 And as the fella that was applying and giving
12 legal advice, and as the Bar in Florida said,
13 Mr. Winters is within the law. If he's seeking to enter
14 the Court, he can give legal advice, and he's seeking to
15 enter the Court. I did all that. And as the lawyer
16 that you have -- have approached -- and I have taken in
17 confidences, as Greg pointed out a while ago -- I've
18 taken you in confidence. I've listened to your case. I
19 can give advice, if that's what you want to do. I can
20 tell you what the consequences of that may be. That's
21 my job, as a lawyer. I can tell you -- I can give you
22 ideas. I can play out -- the consequences, by the way,
23 are (indiscernible) lawyer. I've had this happen to me.
24 The people have filed Complaints, as I told you before,
25 unnecessarily, but they have. The lawyers can stand to

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1 be disbarred forever, never practice law again. They
2 could stand to be suspended from the practice of law if
3 they've done something. Depends upon what the Bar wants
4 to do in Florida, to this fella. Suspended, or he could
5 be reprimanded -- a letter of reprimand. Of course,
6 that goes into his file. That's an ugly thing to have
7 in your file. And those are the possible consequences.

8 Also, this thing can go public. Greg made the
9 point, this receiver's made this a public matter. He's
10 slandered me terribly, and we looked into the law of how
11 to sue him for that. My counsel that I hired -- I
12 retained counsel to deal with the problem down there,
13 which is a wise thing to do, retain a lawyer, and we
14 looked into that slander of me, unjustifiably.
15 Obviously, I'm exonerated. It was slander. He didn't
16 want to -- he didn't want to treat you fairly.

17 By the way, I don't know if I said this, Greg.
18 I've called the lawyers -- or the receivers -- the
19 receiver's lawyer -- the lawyer the receiver hired. I
20 called that law firm. I spoke to one of the lawyers on
21 this case, who is also an accountant, and he said, well,
22 (indiscernible), Mr. Winters? I said, I want you to
23 sponsor me so I can get in Court down there. He said, I
24 can't do that. I said, why can't you? You're a lawyer
25 down there, aren't you? Yeah, but -- the receiver would

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1 and your freedom is applicable to your life and your
2 property. If you don't have life and property, you lose
3 freedom, to that degree. If they steal your property,
4 you lose your freedom, to that degree. If they take
5 your life, you lose your freedom and your property.
6 Those three stand and fall together. If you believe
7 they're stealing your property -- that's why I'm in the
8 case. I'm trying to be in the case and done what I've
9 done in the case because I'm convinced that stealing's
10 against the law.

11 All this fancy stuff that Greg read, title so
12 and so, all that, you use all that. It just comes down
13 to one thing. What they're trying to say
14 is (indiscernible) congress has a hard time saying,
15 anyway. They're just trying to say, stealing's against
16 the law, and we don't want that to happen, and we're
17 putting measures in place here where we'll squelch that.
18 We'll discourage it. We'll put a damper on it. We'll
19 chill people's evil desires to steal -- steal.

20 Well, Greg, thank you so much. That's -- and
21 by the way -- well, I'll -- I've got some phone calls to
22 make here to some of you. I'm not able to get around to
23 them fast anymore, but appreciate your -- your
24 commitment to the case and -- and, Greg, thanks for the
25 presentation. It was crystal clear.

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1 never let me do that. I said, since when does a
2 receiver tell a lawyer what to do? As far as I know,
3 the ethics code demands that lawyers make independent
4 judgments about everything, and they're not under
5 anybody's control, frankly, as long as they're, in good
6 faith, following the law. They must make their own
7 decisions. Don't you want these -- don't you want
8 these -- these investors -- these people in Oasis to be
9 treated fairly? Well, sure. Sure. Well, how are they
10 gonna be treated fairly if they don't have a vice?
11 Well, I can't do that. I said, yes, you can. You act
12 like -- you act like you're a lackey for the receiver,
13 which he is, by the way. He's making a lot of money,
14 too. Well, that's just some of the things that's
15 happened.

16 So, again, if that's what you wish to do --
17 wish to do, I don't think it's a bad idea, and I think
18 it can be a good idea. If you genuinely feel like
19 you've been wronged, I think it's duty. If you feel
20 like that there's lawlessness afoot -- you're American.
21 You have a duty to bring it to the attention of the folk
22 that have (indiscernible) about it. No, it's not an
23 option. It's a duty if you believe you've been wronged.

24 You only have three things (indiscernible).
25 You've got your property and you've got your freedom,

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1 And back to you, Greg.
2 GREG: We've got a couple questions.
3 Can we also send the United States Attorney
4 General our letter that we are sending to the Florida
5 Bar and Florida Attorney General?

6 You can, but I wouldn't recommend it. I
7 don't -- I don't -- I think that could be
8 counterproductive, actually, given the state of affairs,
9 currently. I strongly would discourage that.

10 Does the receiver have any jurisdiction?

11 BRENT: You --

12 GREG: I'm sorry. Go ahead.

13 BRENT: Oh, there's a delay, Greg, I've
14 discovered.

15 Well -- and when you send information or
16 letters or Complaints to people in political office,
17 they will act on your behalf if they see it as a
18 political advantage to themselves to do so. And if you
19 can make that kind of case to them, there's nothing
20 wrong with that. That's the way our tradition works.
21 If you can make a case that would help them, politically
22 --

23 Greg had pointed out, the receiver's been in
24 the public with this. I haven't read newspaper
25 articles, Greg. I didn't know that he was doing all

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1 that. But turnaround is fair play. If he's in the
2 papers or the public media, somehow, with this, fair
3 play is turnaround. It's good turnaround. Turnaround
4 is fair play. So that's an important consideration.

5 Back to you, Greg.

6 GREG: Does the -- does the receiver have any
7 jurisdiction in the Cayman Islands where Oasis
8 International Group was based?

9 No. The statement he makes that he was
10 supposed to maintain Oasis property, yeah,
11 theoretically, that's what he was supposed to do.

12 Let's see here.

13 I know the letter should be done with urgency.
14 Is there a plan or idea of a date to file, and is it
15 intended to hit those two areas at one time to make a
16 big impact?

17 There's no plan. This is not centrally
18 organized. We're not -- we want you to do this with
19 authenticity, sincerity, conviction. That's the most
20 important element of it, and if they come in by drips
21 and drabs, or they come in all at once, it doesn't
22 matter. I mean, obviously, you don't want to delay
23 until December but, you know, we're not targeting a
24 particular date or avoiding a particular date.

25 If we write the letters and it gets some

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1 whole thing could be turned upside down. I don't know
2 what would happen.

3 In receiverships -- see, there's no jury here,
4 as you know. It could come to that later, but with a
5 receivership, as Greg pointed out in the presentation,
6 the receiver is an arm of the Court and he owes his
7 allegiance to the Court. He owes his allegiance. Well,
8 what that means, in practical terms is, the Court
9 doesn't know what to do, doesn't have time to do it,
10 doesn't want the burden of doing it, so the Court
11 appoints an attorney to do whatever he wants, and then
12 the Court supports the attorney -- the receiver, now,
13 and the receiver, then, has allegiance to the Court, and
14 if the receiver doesn't protect the Court in all this --
15 and who knows what else is going on behind the scenes.
16 I don't know. Of course, I don't know. But this is all
17 -- it's you rub my back, I rub yours kind of situation
18 with receiverships. There's a place for receiverships,
19 yes, but this isn't one of those places. There must be
20 wrongdoing. There must be a sliver, some place, of
21 evidence of a Ponzi scheme. Where is the sliver -- the
22 sliver of evidence upon which to base this? I haven't
23 seen any. All the testimony I've heard and the
24 presentations I've heard from people that have been
25 involved is that -- and there's -- the -- the investment

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1 traction with the Florida Bar, is it possible the
2 receiver can be removed from the case?

3 Brent, I'll let you answer that. I don't know.

4 BRENT: The answer is, yes, it's possible. It
5 is possible. Of course, if that happens, what could
6 happen -- could play out the possibilities. The
7 receiver could be removed and another receiver could be
8 appointed. That could happen. But does that mean that
9 you wouldn't have an -- we wouldn't have an opportunity
10 to scream and holler bloody murder when they violate due
11 process -- which didn't happen before as much, but that
12 doesn't mean it can't happen.

13 Now, as I had said, if the Court doesn't have
14 jurisdiction -- if the Court doesn't have jurisdiction,
15 according to our congress has said in the legislation,
16 well, then everything is off the table and the thing is
17 over and it's all reversed, and there -- then people,
18 like the server, stand -- stand liable for any money
19 lost. And then he would be sued. And while I
20 understand he has a lot of money -- he made a lot of
21 money in this rackets called a receivership and lives in
22 a very beautiful home, more than anything I could ever
23 imagine. Wouldn't want it, at this point in my life. I
24 wouldn't want to clean all those rooms, frankly.

25 But, yeah, that can happen. It could be. The

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1 was making money, and the transactions -- we have
2 records of the transactions of the investments and
3 the -- and the -- on the stock market, for instance,
4 that were being made -- records of transactions -- say
5 again, Greg.

6 GREG: The foreign exchange market.

7 BRENT: Foreign exchange market, thank you.

8 If we have those records, well, those records
9 aren't written the way they're written unless money was
10 made. There's proof money was being made. I don't have
11 any testimony from anybody that's put money into this
12 that's jumped up and said, I -- they -- I see evidence
13 of wrongdoing. Where there's smoke, there's fire, and I
14 see smoke. I haven't even heard that.

15 The fella that -- what they want very badly in
16 this case is somebody -- which somebody already has --
17 roll over for the government say, yeah, yeah, yeah, do a
18 plea bargain. They say, that's proof of a crime.
19 That's not proof of a crime. That's somebody scared as
20 a rabbit jumping up and say I'll do anything you want me
21 to do and say anything you want me to say because I'd
22 rather go to jail for a year than ten years.

23 If you've been wronged, you've been wronged,
24 and you know if you've been wronged. Nobody knows
25 better than you. You don't have to put it in legal

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1 lingo to say something about it. Don't worry about
2 that. **Lawyers get tired of that, anyways. They want to**
3 **hear the real fact of the matter, the down to the**
4 **ground, boots on the ground, somebody got hurt. We**
5 **got -- we got a bloody plaintiff here complaining, who's**
6 **really suffered real damage. This isn't just**
7 **theoretical law. This is where somebody got robbed, got**
8 **damaged, got hurt, irreversibly, and some of people in**
9 **this case have been hurt, irreversibly, unless something**
10 **gives here.**

11 Well, Rodger -- Rodger -- can I look at some of
12 these quick? Learn how to get these comments here.

13 One of them says, thank you, Greg and Brent,
14 for your stance (indiscernible) Oasis in a larger
15 battle. Greg -- that's George and Barb. Thanks, George
16 and Barb. Give our heartfelt regards to Matt Gaetz,
17 G-a-e-t-z.

18 And Carol says, if you write the letters and it
19 gets some traction with the Florida Bar, is it
20 possible -- oh, yes. We answered.

21 GREG: Just answered -- we've answered them
22 all.

23 BRENT: Yes, we did.

24 Bonnie -- well, yeah. Go ahead.

25 GREG: I do want to -- I'm gonna ask you if

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1 elements to it: That it violated certain statutory laws
2 under Title 7, and identified those as to what they
3 were, and that it was running a Ponzi scheme, and it was
4 doing neither of those things. And what the Court did
5 -- it's been in a big hurry up to avoid evidence coming
6 into the case. The reason, neither Brent nor I nor
7 anybody else, has seen any evidence of a Ponzi scheme --
8 there's two reasons -- that they had none, because there
9 isn't any, and what they did is they did an
10 administrative closure on the case within a couple of
11 months.

12 Now, when a case opens, it's the duty of the --
13 of the defending attorneys to leave the burden of proof
14 on the plaintiff. That's what they should do. In other
15 words, when Joe Anile and Mike DaCorta and Ray Montie
16 and all the other attorneys got into this case to defend
17 their clients, what they should have said is, show us
18 the evidence. Show us the proof of your claim.
19 Because, **in fact, there was no commodity pool, and,**
20 **consequently, no violation of that -- of Title 7. There**
21 **was no Ponzi scheme.**

22 They -- they could have gartered, that we did,
23 information to prove the opposite, but they didn't do
24 that. If they had done that, in my opinion -- if they
25 had said, prove it -- don't just layout allegations and

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1 you -- if you are willing -- this is gonna be kind of a
2 wedge to start giving the public pressure.
3 **We've got some people lined up to talk with --**
4 **to get this -- get this out in the public forum for**
5 **discussion. This -- this kind of a thing potentially**
6 **affects every American. It could be happen to anybody.**
7 **People are being set up with these kind of situations**
8 **all the time now, because it's a way of making money.**
9 **It's a way of making a lot of money, and it's relatively**
10 **easy to do -- relatively easy to do.**

11 So if you -- when you have written, I'd like
12 you to send me an e-mail notification of that fact, and
13 if you would like to speak with me, please text me first
14 because if I don't recognize a number on my phone, I
15 don't answer it. So if you text me and identify who you
16 are -- just, you know, text and say, I want to talk to
17 you, because I don't know who that is, either, unless
18 you're already on my phone. And then if you want to
19 have a conversation, then I'll be more than happy to
20 have that.

21 I'll put my e-mail up here in the chat so you
22 can send me an e-mail after this.

23 Miriam's asking, what was the nature of the
24 original Complaint the government made against Oasis?

25 Well, it complained that it -- there was two

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1 start seeking property and all the rest, but prove it.
2 Stop. Make your case -- this case would have been done
3 and gone in 90 to 120 days. It wouldn't have lasted.
4 But that's not how attorneys make money, for the most
5 part.

6 What they did, instead, was they jumped in and
7 started defending their respective clients, and they
8 defended them until they ran out of money, and then it
9 just became -- and when you do that, you shift the
10 burden of proof. You're no longer innocent until proven
11 guilty. Now, you're guilty until you can prove your
12 innocence. It shifts over to the defense to go and try
13 to prove the negative, so to speak, and then they'll do
14 that for as long as their client can pay them, and then
15 when the money runs out, they apply for the Court to
16 withdraw for the case, which has happened in every
17 instance I know of, except for Ray, who's still standing
18 his ground, thank God, and great, great expense to him
19 to do that, by the way.

20 So that's where we're at, and if the American
21 people wake up to the fact that this is their country --
22 it was fought for many, many times. Untold lives were
23 spent. Untold fortunes were spent to give us what we've
24 got. It's now our duty to defend it, to stand up for
25 it, to say, hey, this is wrong. This kind of behavior

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1 is wrong. We have good laws. We really do. We have
2 good laws. We have good -- we have decent caselaw, and
3 we have terrific statutory law going back all the way to
4 1789. We need to stand on it. We need to stand up for
5 it. This is our fight. **It's not a kinetic war, but**
6 **this country has been invaded. It's under a very clear**
7 **assault right now, and your part in it is to state, with**
8 **conviction, what you believe to be true. If you feel**
9 **that you have been violated or there's a violation going**
10 **on, say so.**

11 UNIDENTIFIED SPEAKER: Hey, Greg. I don't know
12 if you saw Kurt Lenz' (phonetic) question, but could you
13 answer that before you go? It was before Miriam's.

14 GREG: I actually don't see it.

15 Do you see it, Brent?

16 BRENT: No. I'm looking.

17 No, the last -- the last question was the one
18 you addressed, the nature of the original Complaint.
19 Bottom line (indiscernible) Ponzi scheme. That's really
20 (indiscernible) a little more.

21 Thank you, Greg. No, I don't see the question.

22 GREG: Could you read to us -- Deb, read the
23 question?

24 UNIDENTIFIED SPEAKER: I guess you sent it to
25 me. I hope you don't mind, Kurt, that I'm reading this.

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1 took about five or ten minutes, and they sent them to
2 death by firing squad. And they brought the firing
3 squad out, and the firing squad got all ready, and the
4 commandant went to one of the men about to be executed
5 and he said, cigarette? And this fella said, yeah,
6 cigarette, and he put a cigarette between his lips and
7 he lit it for him. And he went to the other bandito and
8 said, cigarette? And instead of saying, yeah, he just
9 hocked up a lung and spit in the commandant's face.
10 And the first bandito with the cigarette hanging out of
11 his mouth turned to his friend and said, hey, man, what
12 you trying to do? Make him mad? Well, that's the
13 situation that many people are in.

14 By the time -- by the time you're in court and
15 you see this adversarial -- this fella -- this fella --
16 this receiver sees this as adversarial. It's not even
17 supposed to be an adversarial proceeding, but he
18 has attacked -- he's viciously attacked -- is it gonna
19 make him mad if you say that -- something about him not
20 following the law? Well, I'd leave that up to your
21 judgment, again. I just point out to the facts, as a
22 legal counsel, and say, here's what I think's happening.
23 It's a judgment call. At what point -- are there -- are
24 there limit to the warfare in the Courts? This is
25 warfare in the Courts. Yes, there's limits. It's

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1 It says, if we put in a Complaint, can the
2 receiver then go after us, personally, and make our
3 lives miserable?

4 BRENT: Well, my admitted response is, I think
5 he's already done that, but that's not my judgment call
6 to make.

7 When it makes -- these are personal things, but
8 at what point -- well, you want to just take the -- the
9 crumbs he gives you? He's milking -- he's milking the
10 fund right now, of a lot of money. He's tried -- he'll
11 do all he can to keep you from having legal counsel, and
12 he -- he -- Greg, I've told the story about the Mexican
13 banditos to illustrate -- this is a common question. I
14 have people ask me this constantly.

15 In legal matters -- well, if I do this, it will
16 make him madder. Well, the story -- I think I told it
17 last time. I'll tell it again, though. It's worth
18 telling.

19 It's not -- I don't know if it's true. It's
20 just a story. It may be true. Could be
21 (indiscernible), but it's about the banditos, 120 years
22 ago, the Mexican -- the federales caught, and they were
23 revolutionary, banditos, like, (indiscernible) and they
24 tied them to posts, and they had them right together,
25 standing beside each other, and they tried him. That

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1 called battle by trial. The clawback defendants are
2 defendants. That comes down to warfare, battle by
3 trial. And are there limits? Yes, there are rules to
4 the -- as they say in boxing, there are the Queensberry
5 rules. No sucker punches, no kidney punches, no
6 kicking, no biting. Fight me a fair fight. And he --
7 he's chosen not to do that.

8 **When he -- you pulled a gun. You pulled a gun**
9 **in this fair fight. You pulled a weapon, a lawyer, and**
10 **he said, you can't have a weapon. I've got a weapon. I**
11 **got -- I've hired a Philadelphia law firm down here in**
12 **Miami, and I can have one, but you can't. I'm not gonna**
13 **let you have one.**

14 **Well, is that a hostile act? Yeah, that's more**
15 **than hostile. That's saying there's not gonna be a fair**
16 **fight here. I don't want a fair fight. I just want to**
17 **do whatever I want. And without a lawyer, you don't**
18 **have a fair fight. You just -- the other fella's gonna**
19 **do whatever he wants. That's the way combat and battle**
20 **works. And that's the way it is in the Courts.**

21 I, again, say these things by way of
22 illustration, but -- we've got -- talked to some people
23 that have made investments in Oasis, and they said to
24 me, I don't want to fight this anymore. I'm done. I
25 want to settle out. I want to do this. I want to do

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1 that. Well, that's not even possible in some cases, but
2 people do lose steam. I understand that. There's some
3 point, everybody gets very (indiscernible), and that's
4 what this is. It's just ugliness. It's like having a
5 dog nip at your heels 24 hours a day. I get it. You
6 kick him a few times. He backs off a little bit, and
7 here he comes again.

8 Well, I like to say -- this is a saying -- I
9 don't know where I learned this. It's a saying of the
10 Arabs over on the other side -- sandy side of the world.
11 The Arabs over there, they have a saying. They've had
12 it for centuries, and it goes like this: The camels
13 walk and the dogs bark. The camels walk and the dogs
14 bark. And people that are thieves and stealing things
15 are nothing but barking dogs, but they're an irritation.
16 They're nasty. And, sometimes, they get what they want.
17 But if you just keep walking -- that's what I was trying
18 to say a while ago. If you quit, you get nothing. If
19 you're just persistent and keep walking in the right
20 direction -- if you stand fast and say, no, I don't --
21 it's not right that you steal from me. You don't have
22 to get really ugly about it. You just have to say, no,
23 I'm not -- there's legal remedies here, and I have a
24 right to do this, and I have a right to do that, and I'm
25 gonna do that. That's fair. That's within the law to

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1 So I'm, again, just pointing out the options
2 and -- as I can, try to help you play them out of what
3 would be the results in any given phase, if you decide
4 to do this or that.

5 Could he come back at you and make him hate you
6 more? Well, it's been my experience, for what it's
7 worth -- and I say this as a former sailor. I remember
8 the story I heard somewhere in San Francisco. The story
9 I heard about the fella standing outside a bar down the
10 (indiscernible). And this was during the bicentennial
11 of the United States. A great big fella, and people
12 were coming out, and when somebody come out of the bar,
13 he'd slam him up against the brick building and tell him
14 he thought he could whoop them. And then he'd say, what
15 do you think? You think I can do? They'd be trembling
16 and say, yeah, I think you can whoop me. Well, okay.
17 Here, sign your name in my little spiral bound book I
18 carry in my pocket here, and they take his pencil, and
19 they'd write his name and run away. And the one fella
20 came out and he grabbed -- he was a little fella --
21 grabbed him, about half drunk, slammed him up against
22 the brick side of the building and said, I think I can
23 whoop you. You think I can? He was trembling, too.
24 This fella was big. And he's shaking and said, yeah, I
25 think you can do it. He said, well, then sign your name

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1 complain. That's -- if you want to, it's within the law
2 to complain. It's your -- as I said, if you think
3 you're wrong, it's your duty.

4 You know, the word right is not a word that
5 means it's an option. The old Anglo-Saxon word, right,
6 means duty. It's the old (indiscernible) word, right.
7 It means duty, and we have it in English. We changed
8 the spelling a little bit. A duty is not an option.
9 All those rights of the Constitution, they're duties.
10 By some way, there's a duty there. That's what -- and
11 that's what it is if you've been wronged. And when you
12 stand up for what is right for yourself, you stand up
13 for everybody.

14 It could come to a point where you don't have
15 the wherewithal. You don't have the -- you don't have
16 no emotions left in your reserve of aggression and
17 gumption. I like to call it gumption. You don't have
18 anymore of that left, you don't have anymore left.
19 You're out of steam. Your head of steam is gone.
20 You're out of fuel. You're running on fumes. That can
21 happen.

22 So I don't -- I don't criticize anybody that
23 doesn't want to do this or doesn't want to do that or
24 doesn't want to continue resisting because life has
25 other problems, too. I understand that.

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1 in my little spiral bound notebook here, and he took the
2 pencil and signed his name and started walking -- he
3 walked away, wanted to get out of there, but then he got
4 to thinking. It made him mad, and he came back to this
5 big fella and said, you know, I've changed my mind. I
6 don't think you can whoop me. And the big fella said,
7 well, then I'll erase your name out of my book.

8 So how much bluff is this guy? I don't know.
9 What can he do? I don't know. All he's got is power.
10 He doesn't got authority at this point. He's proven he
11 doesn't care about that.

12 Could it be that if you do these things or you
13 resist him a little bit, then he just backs off and gets
14 scared? It's been my observation, when people are
15 outside the law and running loose and high and wide,
16 they're not very confident. They can get scared real
17 easy and back off.

18 So I throw out these ideas. You have to
19 choose, yourself. I keep saying that. Can there be a
20 repercussion? I suppose there could be, yes. Would it
21 last? I don't know. Would it fizzle out or would it
22 last? I don't know the answer to that. I'm not a
23 profit. I'm just a licensed predictor of probabilities,
24 and when it comes down to human nature -- that's what
25 we're dealing with here, human nature. It's very

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1 personal.

2 He's thrown down the gauntlet. He hasn't
3 helped you any. I think I said that last time, too.
4 It's been a few years, and you haven't gotten any of
5 your money back, that I know of. Maybe the few that
6 have settled -- if you've settled and you get a PIP.

7 This is ugly business. And what's more
8 important? Is it more important that you stand fast for
9 what is right -- what you believe to be right? That's
10 your personal conviction. Or is it more important -- so
11 let's throw out another idea.

12 (Indiscernible) fights and runs away and may
13 live to fight another day, said the poet. Well, maybe
14 you don't have the resources here that you need. I
15 don't know whether you think you do or not. If you're
16 gonna fight a battle, you count the cost. Do you have
17 something to fund the war? Some of you have made that
18 statement by your actions and said, yes, I do. Let's
19 try it. Well, that's what we're gonna try to do.

20 By the way, Greg, I've talked to three or four
21 or five lawyers -- I don't know -- probably four or
22 lawyers down there about this case. I talked to another
23 one there recently. He gave me a lot of insight. He
24 was from Miami, not further north where we are in
25 Florida. He knew some of the players here. He does

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1 ever encountered a bully, I was probably in 4th Grade --
2 3rd, 4th Grade in Niagara Falls, New York, and I hung
3 out with three good friends: Eric, Rich, and Doug. And
4 these two boys. Back where I live then, you walk to
5 school. Everybody walked to school.

6 These two young boys in 7th and 8th Grade, they
7 were brothers. One of them's name is Campy (phonetic),
8 and they would make a daily trip back over to our campus
9 on the elementary school lot for the fun of beating
10 somebody up. They come over just about everyday, on the
11 sidewalk, along the perimeter of the school fields, come
12 to the playground and beat the living daylights and
13 bloody somebody up and go home happy.

14 Well, no one knew what to do about this. We
15 reported it to the officials and the authorities in the
16 school. They didn't know what to about it. They called
17 their parents. They got laughed at.

18 The one Saturday afternoon, one of these good
19 friends of mine -- his name was Eric -- small kid. I
20 was always pretty big. He was a little kid. We decided
21 to meet over at the playground on Saturday, and we rode
22 our bicycles over there, and there were these two
23 brothers, Campy and his brother -- I'll call him Todd.
24 I don't remember his name. There's these big, hefty,
25 big kids -- four or five years older than we were. And

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1 receivership law. He knows the players. He knows who
2 they are. He doesn't know them because he's not right,
3 but it's within the State of Florida. He can help, but
4 he wasn't prone to really help. He said, I don't want
5 to do that. Why didn't he want to do that? I'll tell
6 you why he didn't want to do it. He said I've got -- he
7 didn't say it this way. Let me lay it out clear, what
8 he was saying.

9 I've got reputation in the Courts. I don't
10 want to sully it in any way, so there's only certain
11 things I'll do, and most of this that you're asking me
12 to do, I don't want to do. I could do. I know
13 receivers are dangerous people. They steal money. I
14 know that, but I don't think I want to do that because
15 I've got other things I'm doing here that's gonna get me
16 cross-wired with this law firm and crossed-wires with --
17 the judge and the Court may look at me differently if I
18 do this.

19 That's the kind of thing you're dealing with,
20 and it's something to consider, and you make a decision
21 sometimes based on that.

22 GREG: I'll say this, Brent --

23 BRENT: There's a lot in the mix here.

24 Go ahead.

25 GREG: I'm gonna tell this: The first time I

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1 Eric got a little bit too close to him, and they grabbed
2 ahold of his handle bars and gave it a good twist and
3 sent him flying off the bicycle and skinned his knees
4 and messed up his hands and made a big mess and they
5 just laughed. They looked at us, what are you gonna do
6 about it? We weren't stupid. We weren't about to try
7 to take them on by ourselves. They would have put us in
8 the hospital, probably.

9 But we got together with our other two friends,
10 Richard and Doug, and came up with a plan. And on this
11 walkway that they walked, there was a -- a tool shed --
12 pretty big. Probably 10, 12 feet wide in a salt box
13 design, and the higher shelf of the top of the roof hung
14 out over the sidewalk a little bit. So the four of us
15 climbed up on that thing and waited for them to show up
16 the following afternoon on their way to go beat up one
17 of our classmates, and all four of us jumped on their
18 heads, and we wouldn't let them up until they were very
19 seriously chastised and crying and bloodied themselves.

20 They went home and they come clean to their
21 dad. I guess their dad was pretty vicious -- where they
22 got it from. He called up to complain to the school.

23 So Ms. Struck (phonetic) -- we were leaders in
24 our class. She called us all down to the office. And I
25 remember sitting there. I don't even know how old you

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1 are in 4th Grade. It's not very old. We're sitting
2 there lined up against the wall, and here's our highly
3 respected principal that hadn't been able to do anything
4 about it. She's saying, well, boys, you know, you
5 really shouldn't have done that. That's really not the
6 way to resolve these kind of situations. You should
7 tell the teachers. We said, well, we did. Everybody
8 does. She's, like, well, I just want to tell you that I
9 hope you don't resort to that kind of thing in the
10 future too much, but she had a slight smile on her face.
11 Her demeanor was happy. We weren't really getting
12 punished. We were getting sort of morally admonished,
13 if you will. But they never came back.

14 But we've got a team here that's gonna go and
15 put Complaints in. Everybody on this call is committed
16 to doing it. There are more people that couldn't make
17 it today for family obligations, but all together,
18 there's close to 80 people here.

19 So you've got a whole bunch of people lined up.
20 I can't imagine why you'd pick anybody out and suffer
21 the consequences of everybody else ganging up on him for
22 doing so. Probably wouldn't be a good idea.

23 Question: Can any attorney sponsor Brent in
24 Florida?

25 And the answer is, if they are permitted to

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1 Please let me know by e-mail when you sent your
2 Complaint and, again, if you have a question you would
3 like to address to me, feel free to do that. Please
4 text me on my cell phone and let me know you would like
5 to talk, and I'll either call you back or we'll set up a
6 time.

7 There is going to be a steering committee
8 established so that you can address questions to Brent,
9 but he won't get inundated. We have well over 500
10 people on this right now, so it would be overwhelming to
11 have him work for you and then try to individually
12 answer all of your questions, as well.

13 All right. So we'll get you -- get everybody
14 the instructions. That's gonna work, as well.

15 We are moving forward, I'm glad to say. We do
16 have a strategy, and we're on the move.

17 All right. Thank you.

18 UNIDENTIFIED SPEAKER: Thanks, Greg. God
19 bless.

20 GREG: God bless you, too.

21 Each one of you, take this in prayer. It's the
22 best place to go.

23 I remember, one time, I was at an Amway
24 convention, and Jody got up on stage and he said that
25 his son had reached the point in his life where he had a

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1 appear before the Middle District Court of Florida, yes,
2 I think so.

3 Am I correct, Brent? If they're -- if they're
4 licensed to --

5 BRENT: Correct.

6 GREG: Yes.

7 BRENT: Correct.

8 GREG: Yup.

9 BRENT: Correct.

10 GREG: Would the receiver's misconduct fall
11 under a RICO Act?

12 That's an excellent question, and I've been
13 researching it, and I would prefer not to go there right
14 now, Barb. It's more of a strategy question, and I
15 don't want to address that as to whether we take that
16 course or what we're gonna do. Leave that one alone for
17 now.

18 All right. I apologize. Anything else?

19 It's been a long meeting -- couple of hours.

20 If there are no more questions, I would like to thank
21 Brent for his very valuable time and for yours this
22 evening, each one of you that have stuck it out through
23 the two-hour course. And I will get this recording out
24 to you soon for you to review it -- for you to decide
25 what to do.

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1 lot of series questions. And he'd come to him and he
2 would say, dad, I can't figure out what to do about
3 this. I just can't come up with an answer, what
4 direction to take. And Jody said, you know what, son,
5 take it to God. He's up all night anyway.

6 UNIDENTIFIED SPEAKER: Thank you, Greg. Thank
7 you, Brent. Good advice. Good night.

8 GREG: Good night.

9 (The recording concluded.)

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REPORTER'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF PINELLAS

I, KELLIE TRELA, certify that I was authorized to and did stenographically transcribe the foregoing recording and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 7th day of July, 2026.

Kellie Trela

KELLIE TRELA
Stenograph Shorthand Reporter
Notary Public, State of Florida
Commission No.: HH240824
Expires: July 11th, 2026

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EXHIBIT I

CERTIFICATION OF TRUST

The Undersigned Settlor ("Trustor") certifies the following:

1. This Certificate of Trust refers to the Trust, LLT ("Trust"), dated 16 July 2021, an irrevocable and fully discretionary Trust Agreement, Susan Winters, Settlor.
2. The Trust specifically authorizes this Certificate to give record of the Trust, and to enable purchasers or other parties to rely on the information contained herein without further examination of the TRUST INDENTURE and any amendment thereto. The Undersigned shall hold harmless and release from liability all person relying on this Certificate, respecting transactions with a Trustee or the Trustor. A true copy of this Certificate shall be just as valid as the original.
3. The Trust Indenture authorizes Trustee(s) of this Trust to own, acquire, sell, convey, encumber, lease, borrow, manage, and otherwise deal with interests in real and personal property in the Trust name, without court approval; to hire agents and professionals (including without limitation, attorneys, investment managers, or professional money managers) and to delegate fiduciary powers to them, and to open and maintain accounts at financial institutions per Article III and Article IV of the Trust Agreement, which sets forth in full all Trustee powers.
4. The current acting Trustee of the Trust is Jason McKee. Successor Trustee is Greg Melick.
5. If any Trustee should cease to act as Trustee for any reason, the remaining Trustee shall continue to act. If Co-Trustees are acting, the Trust provides that only one signature shall be required to conduct business with respect to property and-or assets the Trust holds or owns in the Trust name. Any third party dealing with the Trust may rely on this certification to establish the existence or terms of the trust.
6. Settlor may open an account with a financial institution in the name of the Trust.
7. This Trust allows the TRUSTEE(S) to do charitable giving.
8. Beneficiaries of The Trust are Greg Melick, IPM Trust, Jason McKee, and the Perfect Estate Trust.
9. No purchaser or other person dealing with a Trustee, and no issuer or transfer agent, or other agent of any issuer of any securities to which any dealings with a Trustee should relate, shall be under any obligation to ascertain or inquire into the power of such Trustee to purchase, sell, exchange, transfer, mortgage, pledge, lease, distribute, or otherwise in any manner dispose of or deal with any security or any other property such Trustee holds or that the Trust fund comprises.
10. A person who acts in reliance on this Certification without knowledge that the representations this Certification of Trust contains are incorrect, is not liable to any person for so acting and may assume without inquiry the existence of the facts this Certification contains. A person who in good faith enters into a transaction in reliance on this Certification of Trust may enforce the transaction against the Trust property as if the representations this Certification of Trust contain are correct.
11. Trustee Jason McKee has authority to write checks in the name of this Trust.
12. Trustee shall have all the powers the Trust authorizes; further, Trustee is specifically authorized to have all rights and powers to do any and all acts necessary, proper, or desirable for the benefit of the Trust fund and its Beneficiaries, applicable laws may authorize and enable.


Susan Winters, Settlor

Date: 16 July 2021