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.
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RECEIVER'S OPPOSITION TO STEPHEN PREZIOSI'S MOTION FOR RECONSIDERATION OF THE RECEIVER'S ORDER TO SHOW CAUSE AND THIS COURT'S ORDER DATED JUNE 10, 2026 IN LIGHT OF NEWLY DISCOVERED EVIDENCE

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the "**Receiver**" and the "**Receivership**" or "**Receivership Estate**"), opposes the Motion for Reconsideration of the Receiver's Order to Show Cause and this Court's Order Dated June 10, 2026 in Light of Newly Discovered Evidence (Doc. 940) (the "**Motion**") filed by respondent Stephen Preziosi. The Motion relies entirely on "newly-discovered" affidavits (the "**Affidavits**") from twelve Oasis investors (the "**Affiants**"), who claim to have donated their personal money to Preziosi to pay defendant Michael DaCorta's legal fees and expenses. In truth, most of the Affiants donated an undisclosed amount of money to Trust, LLT (the

"**Trust**") where it was commingled with money raised from more than 300 other investors and then funneled to Preziosi. One Affiant wrote Preziosi an $80,000 check, but the Trust treated the check as a bridge loan and repaid the Affiant at least $61,000 from money contributed by other investors. As explained below, even accepting the Affidavits as true, the Affiants are an immaterial drop in the proverbial bucket. But the Court should not accept the Affidavits as true because they are highly misleading and contradicted by documentary evidence. In addition, Federal Rule of Civil Procedure 60(b)(2) is inapplicable here, and even assuming otherwise for the sake of argument, Preziosi and the Affidavits do not meet its requirements. Finally, Preziosi's extensive discussion of the Sixth Amendment is inapposite because the Sixth Amendment does not apply to civil cases like this enforcement action or DaCorta's pending habeas corpus/2255 petition.[1]

BACKGROUND

The Trust

A copy of the Certification of Trust is attached as **Exhibit A**. Respondent Jason McKee is the trustee of the Trust, and respondent Greg Melick is the successor trustee. *Id.* McKee and Melick are also the Trust's nominal (if not constructive) beneficiaries. *Id.* Susan Winters, the wife of respondent Brent

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[1] *See DaCorta v. United States*, 8:25-cv-01992-WFJ-CPT (M.D. Fla.).

Winters, is the settlor of the Trust. *Id.* Between August 1, 2021, and June 30, 2026, approximately **360 depositors**[2] contributed approximately **$872,690.40** to the Trust.[3] Of the 360 depositors, 348 were claimants, and 318 were claimants with allowed claims. A summary of the Trust's bank records and cash flows pursuant to Federal Rule of Evidence 1006 is attached as **Exhibit B**. In turn, the Trust paid Preziosi $155,450 to represent respondent DaCorta. As referenced above, the Trust paid him $75,450 directly through a wire transfer, and Affiant Bonnie Remick also paid $80,000 in the form of a bridge loan. Conveniently absent from her Affidavit, the Trust repaid Remick at least $61,000 of that amount. In other words, at least $136,450 or **87%** of the money used to pay Preziosi came from the Trust – not the Affiants. Because money is fungible, and the Affiants' deposits were commingled in the Trust

[2] If one person wrote three checks to the Trust in three separate legal capacities – *i.e.*, from an individual account, from a joint account, and from a business account – the Receiver treated that person as a single depositor to avoid overcounting. Joint claimants, however, were counted as two depositors.

[3] Initially, the Oasis Helpers Group ("**Helpers Group**") asked investors to pay 2.5% of their unrecovered claim amounts into the Trust. Eventually, they realized they needed more money. To solve that problem, they began asking investors to sign bogus contingency fee agreements with respondent Winters. The Helpers Group threatened to abandon anyone who refused to sign an agreement, and unfortunately, dozens, if not hundreds, acquiesced. Remarkably, 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 the engagement agreement to bump the contingency fee from 10% to 15%. A sample bank statement showing the 15% deposits is attached as **Exhibit C**. 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, but that is how the Trust has been funded.

with money from hundreds of other investors, there is no direct link between the Affiants and the money used to pay Preziosi.

The Affiants & Affidavits

According to Preziosi, the Affidavits prove the Receiver's allegations "false," but in truth, they demonstrate nothing of the kind. The Affidavits do not address most of the Receiver's allegations, and as to the few matters they do address, countless Helpers Group documents refute them. The Affiants advance two general propositions: (1) that no one told them they would "get money back" in return for their deposits, and (2) that the deposited money was their own and "had nothing to do with the Receiver." The Helpers Group's written solicitations and other similar documents contradict the first proposition, and the Receiver's distribution records contradict the second. For example, the Affidavits are substantively similar, if not identical, and they each contain a version of the following statement:

> I was not promised anything in exchange for the funds I put up for Michael DaCorta's defense. No one ever told me that I would get money back if I put up legal defense money for Michael. I was never threatened or coerced into doing this by anyone.

See., e.g., Aff. A ¶ 3. The Helpers Group's business records, however, expressly contradict these statements. For example, a copy of an "Attorney-Client Invoice" requesting payment of **$42,461.07** from an investor is attached as **Exhibit D**. The invoice states, "Thank you for any advance contribution you made under the 2.5% plan! Those advances covered almost all the attorney costs accumulated since the opening of the case." *Id.* at 3. The invoice goes on to claim that only those who support DaCorta's defense will recover any money when Preziosi supposedly prevails on appeal in this civil action:

> NOTICE: Some people are under the false assumption that if Michael wins the civil case that all lenders will be compensated as a result and for that reason, they haven't contributed anything to his defense. **<u>That's not how it works.</u>**
>
> As we've explained many times, Michael DaCorta is the <u>only</u> defendant left contesting the Summary Judgment awarded to the CFTC last December, and only those with Attorney-Client Agreements have made possible a winning defense for him. All the other named defendants signed off last year and surrendered their right to contest the settlements they agreed to. **<u>Consequently, the rewards of a win will justifiably belong to Michael DaCorta.</u>** Since the Court specifically stated that lenders have no standing in the case, **<u>Michael has agreed to compensate those like you who help him prevail.</u>**

Id. (emphasis added). The invoice goes on to explain why the Helper's Group is so happy to have paid for DaCorta to retain Preziosi:

> In other words, the government was aware when it tried Michael that it was already potentially **<u>liable to return over $700 million in damages</u>** if they lost the case against him. Is it any wonder that he lost the criminal trial when he was defended by public defenders working for the same government that practically had to convict him?
>
> This explains why we're so happy you helped get the case moved to the Appeals Court where it's being handled by a skilled attorney who specializes in appeals, who doesn't work in the Tampa District Court, and has NO TIES TO THE GOVERNMENT!

Id. at 4 (bold and underlined emphasis added; original capitalization).

In another email demanding **<u>$10,839.12</u>**, Respondent Melick impersonated Michelle Utter to talk about Preziosi and the bridge loan Bonnie Remick wrote to retain him.

> As per your Agreement, Brent has brought on board one of the top appellant attorneys in the U.S. to bring the case before the 11th Circuit Court of Appeals in Atlanta where we're confident he will win.
>
> We're fighting to get back every dollar you should have earned from your investment in Oasis if it had not been burglarized by the government.
>
> …
>
> Since those who promised to fund us didn't come through, we had to borrow $80,000 from a lady in our group to pay the appeals attorney in time to meet court deadlines. **We still owe half of that loan today, and we can only pay her back if you honor your obligation.**

See **Exhibit E** (emphasis added).

These types of representations were not limited to invoices. On March 4, 2024, the Helpers Group distributed a Lender Update containing the following statements and misrepresentations:

> We hope you are excited that your case is now going before the 11th Circuit Court of Appeals in Atlanta and is no longer subject to the interests of the U.S. Middle District Court of Florida….
>
> [The CFTC in cooperation with the DOJ] [d]istributed the Liquidated Oasis assets to the CFTC's attorneys, the Receiver, their staffs, and lastly, "victims" of the (alleged) illegal activity….
>
> Mike DaCorta is the only Defendant left standing to defend against the CFTC's civil case allegations. His ability to do so is the only thing making it possible for you to recover your Oasis losses through his appeal to the 11th Circuit Court of Appeals. Without your financial support no appeal would be possible–the case would be over, without recourse. You would become subject to recover only what the Receiver felt like giving you and nothing more….
>
> Judge Covington had apparently been largely inattentive throughout the course of the civil case. She asked her Magistrate Judge to write 134 decisions for her and then simply "endorsed" them. None of the Magistrate's endorsed orders are available for download or examination….

> Judge Covington hadn't been paying much attention to the case over which she had been presiding over for more than 3½ years....
>
> Some of Judge Covington's thoughts indicate that as presiding judge in the case, she did not appear sufficiently familiar with many important facts pertaining to it to issue competent rulings effecting so many people....
>
> The facts and the law are on your side. They just need to be presented to judges that will give them due regard....

See **Exhibit F** (original emphasis). Given the foregoing, the Receiver's allegations are clearly not "false." The Affidavits and the business records cannot both be true. The Helpers Group created the business records as a contemporaneous component of their efforts to fund the Trust. Preziosi created the Affidavits to support his Motion. If anything, this contradiction raises a credibility issue to be addressed during the evidentiary hearing.

<u>The Receivership Repaid Affiants *Before* They Paid Preziosi</u>

In addition to the foregoing, the Affidavits also contain a version of the following statement:

> I understand that the Receiver is now trying to argue that the funds I put up for Michael's legal defense are Receivership funds, I strongly disagree with this. The money I sent to [Preziosi/the Helpers Group] were [*sic*] my personal funds and had nothing to do with the Receiver.

See., e.g., Aff. A ¶ 6. Whether the money constitutes "Receivership funds" is a red herring: while the asset freeze applies to all money derived from pool participants, it also applies to all money held in constructive trust for DaCorta's benefit regardless of the money's origin. *See* Doc. 177 ¶ 4. In any event, almost all Affiants received substantial payments from the Receivership

Estate before they paid their first dime to Preziosi. For example, Remick is a claimant, and the Receiver has paid her a total of $108,598.55. On April 6, 2023, the Receiver paid Remick $57,157.13 on her two claims through the first interim distribution. Almost one year later, on February 16, 2024, Remick made the $80,000 bridge loan to Preziosi.[4] On April 30, 2024, the Receiver paid Remick another $51,441.42 through the second interim distribution. As discussed below, all of this money is fungible. The Receiver paid Remick $108,598.55, and for some reason, she decided to direct 82% of that money back into the scheme. In addition, the trust repaid at least $61,000 of the $80,000 Remick sent to Preziosi with other investors' money. Copies of the documents showing repayments to Remick are attached as **Exhibit G**. Given this evidence, Remick's Affidavit is incomplete and highly misleading.[5]

The other Affiants are no different. Almost all of them received a distribution from the Receivership Estate before Preziosi was retained.

- Affiant Vincent Alonci received $9,247 from the Receivership through the first interim distribution and $8,322.47 through the second interim distribution for a total of $17,569.66.

- Affiants George Rompre and Barbara Rompre jointly received $4,378.74 from the Receivership through the first interim distribution and $3,940.86 through the second interim distribution for a total of $8,319.60.

[4] She also contributed $9,891.89 to the Trust through three additional checks in July 2021, January 2022, and January 2026.

[5] Remick is also one of the investors who filed a complaint with the Florida bar against the Receiver at the urging of Melick and Winters. Affiant Chiodo was another such investor.

- Affiant John Candee received $7,005.98 from the Receivership through the first interim distribution and $6,305.38 through the second interim distribution for a total of $13,311.36.

- Affiant George Chiodo, together with his spouse, received $29,775.42 from the Receivership through the first interim distribution and $26,797.87 through the second interim distribution for a total of $56,573.29.

- Affiant Floyd Cairns, together with his spouse, received $63,196.10 from the Receivership through the first interim distribution and $56,876.49 through the second interim distribution for a total of $120,072.59.

- Affiant Jay Vona received $84,290.74 from the Receivership through the first interim distribution and $77,063.59 through the second interim distribution for a total of $161,354.33.

- Affiant Michael Moran had his claim denied for his failure to sign his Personal Verification Form and received no distributions.[6]

- Affiants Donald Herr and Janice Herr jointly received $1.138.47 from the Receivership through the first interim distribution and $1,024.62 through the second interim distribution for a total of $2,163.09.

- Affiant Terry Ferguson, together with his spouse, received $8,757.48 from the Receivership through the first interim distribution and $7,881.73 through the second interim distribution for a total of $16,639.21.

In sum, Affiants received $264,947.25 from the Receivership Estate through the first interim distribution and $239,654.43 through the second interim distribution for a total of **$504,601.68**. Notably, none of the Affiants mentioned in their Affidavits how much money they purportedly contributed to the Trust (or Preziosi), but the Receiver has analyzed the relevant bank statements. In

[6] Moran's willingness to fund the Trust is remarkable because his claim had an allowed amount of $8,000. All he had to do to receive a *pro rata* recovery on that claim was to execute a Personal Verification Form, but he refused to do so, likely based on advice from Melick and/or Winters. In any event, it appears that Moran only contributed $380.36 to the Trust.

total, Affiants only contributed **$68,814.09** (of which only **$37,336.95** had been deposited by the date of the wire to Preziosi). Even with Remick's bridge loan, that is not enough to fund Preziosi, and it pales in comparison to the **$872,690.40** contributed by all commingled depositors. The Court should not reconsider its order based on dubious testimony from 12 of 360 depositors, especially when the testimony is contradicted by written communications.

MEMORANDUM OF LAW

As explained below, Federal Rule of Civil Procedure 60(b) is inapplicable here, and even assuming otherwise for the sake of argument, Preziosi and the Affidavits do not meet its requirements. In addition, Preziosi's extensive discussion of the Sixth Amendment is inapposite because the Sixth Amendment does not apply to civil cases like this enforcement action or DaCorta's pending section 2255 petition.

I. THE SHOW CAUSE ORDER IS NOT A FINAL ORDER, JUDGMENT, OR PROCEEDING UNDER RULE 60(B)

Preziosi seeks relief under Federal Rule of Civil Procedure 60(b), which provides, "[o]n motion and just terms, the [C]ourt may relieve a party or its legal representative from a final judgment, order, or proceeding for" six enumerated reasons, including "newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b)." Fed. R. Civ. P. 60(b)(2). The Court should deny the

Motion because the order to show cause (the "**Show Cause Order**") is not a final judgment, order, or proceeding subject to Rule 60(b). Indeed, the Court has already recognized that the Show Cause Order is not final in the context of Preziosi's attempt to stay this case by filing a notice of appeal. *See* Doc. 929.

> On June 12, 2026, Stephen Preziosi filed a notice of appeal of the Court's order granting Receiver's Verified Motion for an Order to Show Cause Why Respondents Should Not Be Held in Contempt for Failure to Comply with the Court's Orders. (Doc. # [929]). However, the order to show cause (Doc. # [927]) "is not a final, appealable order, i.e., a final judgment, and there is no basis for an interlocutory appeal." *Woodroffe v. JP Morgan Chase*, No. 8:18-cv-1614-CEH-CPT, 2018 WL 11652877, at *3 (M.D. Fla. Aug. 1, 2018). Accordingly, the Court retains jurisdiction over the case. *See Id.* ("Although a notice of appeal typically deprives the district court of jurisdiction over a case, a premature notice of appeal does not." (internal quotation marks omitted)). The Clerk is directed to lift the stay of this action.

Doc. 932; *see also DeBose v. Univ. of S. Fla. Bd. of Trs.*, 2018 WL 8919876, at *2 (M.D. Fla. Mar. 23, 2018) (Rule 60(b) does not apply to interlocutory orders.). There is an evidentiary hearing scheduled for August 7, 2026. If Preziosi wishes to introduce his purported new evidence, he should call the Affiants as witnesses during the evidentiary hearing. The Affidavits are not probative (as opposed to live witness testimony) because Preziosi admits in the Motion that he drafted them. *See* Mot. at 4 ("I drew up affidavits for them…."). The point of an evidentiary hearing it to elicit and, importantly, to cross-examine and test the credibility of what would otherwise constitute hearsay. Put simply, the Show Cause Order is not final in any way. If the purported new evidence is as persuasive as Preziosi claims it to be (and it is not), his remedy is not reconsideration of the Show Cause Order but rather presentation of the evidence during the hearing.

II. EVEN IF RULE 60(B)(2) APPLIED, THE NEWLY CREATED AFFIDAVITS DO NOT SATISFY ITS REQUIREMENTS

Even if Rule 60(b)(2) applied, the newly created (not discovered) Affidavits do not satisfy the rule's requirements. According to Preziosi, the movant "must establish that: (1) the evidence must be newly discovered since the trial or entry of the final judgment or order; (2) due diligence on the part of the movant to discover the new evidence must be shown; (3) the evidence must not be merely cumulative or impeaching; (4) the evidence must be material; and (5) the evidence must be such that a new trial, or reconsideration of the final judgment or order, would probably produce a new result." Mot. at 2. The Affidavits fail to satisfy most of these prongs.

First, Preziosi did not newly discover the Affidavits since the Court entered the Show Cause Order; rather, he created them based on information that has been available to him for years. For example, Affiant Remick paid Preziosi $80,000 in the form of a bridge loan on February 16, 2024 – significantly more than two years ago. A true and correct copy of the check is attached as **Exhibit H**. Similarly, Jason McKee, the Helpers Group's treasurer, wired Preziosi $75,450 from the Trust on February 6, 2024. A true and correct copy of their email correspondence and wire confirmation is attached as **Exhibit I**. Pursuant to a subpoena, Preziosi produced both of these documents to the Receiver on July 11, 2024. Evidence regarding the source of the funds used to pay Preziosi is not new; it has been available for years.

Second, Preziosi did not exercise any due diligence to develop the purportedly new evidence. In fact, he admits that the Affiants contacted him and claims that he did not know any of them prior to such unsolicited contact. Mot. at 4. In truth, Preziosi possessed Remick's name and address, at minimum, since mid-2024, and he could have contacted her for an affidavit any time after the Receiver filed his motion. He simply did not do so. Similarly, he could have contacted McKee for information about the individuals whose money comprised the $75,450, but he does not appear to have done that either. In sum, Preziosi admits that he exercised no due diligence, but had he done so, he could have developed the information in the Affidavits in a timely manner.

Third, the Affidavits are not material and would not produce a different result because 360 depositors contributed to the Trust, 348 of which were claimants, and 318 of which were claimants with approved claims. The Affiants number only twelve. Remick received a reimbursement of at least $61,000 from the Trust, and there is no evidence tracing the funds the other Affiants contributed to the money used to pay Preziosi. Almost all of the claimants also received distributions from the Receivership Estate both before and after McKee and Remick paid Preziosi. Because money is fungible, there is no factual or legal proof that the Affiants funded Preziosi with their personal funds. As such, the immaterial Affidavits would not lead to a different result.[7]

III. THE SIXTH AMENDMENT DOES NOT APPLY TO DACORTA, PREZIOSI, AND THE PROCEEDINGS IN QUESTION

Relying on *Luis v. United States*, 578 U.S. 5 (2016) and *United States v. Bissell*, 866 F.2d 1343 (11th Cir. 1989), Preziosi claims that "any restraint of a defendant's legitimate, untainted assets needed to retain counsel of choice violates the Sixth Amendment's right to counsel."[8] Mot. at 8. He then spends three pages discussing *Luis*, but after spilling all that ink, he never recognizes that the Sixth Amendment only applies in "criminal prosecutions." U.S. Const. amend. VI; *United States v. Stephens*, 2025 WL 2270032, at *1 (S.D. Fla. May 22, 2025), *reconsideration denied*, 2025 WL 2271984 (S.D. Fla. May 28, 2025) ("[T]he Sixth Amendment does not guarantee the right to counsel in civil proceedings."). This is a <u>civil</u> contempt proceeding in a <u>civil</u> lawsuit brought by

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[7] The Affidavits are also primarily impeaching in nature because they are entirely directed at the alleged falsity of the Receiver's evidence. This is yet another reason why the Motion fails to satisfy the requirements of Rule 60(b) (assuming it even applies).

[8] Preziosi also argues that seizing or freezing deposited funds without a hearing constitutes a violation of DaCorta's due process rights under the Fifth Amendment, but the Receiver is not seeking to impose a new asset freeze without a hearing; rather, he is seeking to enforce the existing asset freeze. *See* Doc. 35 (documenting DaCorta's express consent to the preliminary injunction). In addition, DaCorta was ordered to pay restitution of $53,270,336.08 after a two week jury trial in his criminal prosecution as well as $61,723,964.56 in financial sanctions (*i.e.*, a monetary penalty and civil restitution) in this enforcement action. Once the depositors transferred their funds to the Trust for DaCorta's benefit, the funds became subject to the asset freeze and ultimately the restitution orders. Enforcing duly-entered restitution orders does not constitute an unconstitutional taking or a deprivation of due process rights under the Fifth Amendment.

a civil regulatory agency. "As for the upcoming contempt hearing, the Supreme Court has made clear that the Sixth Amendment does not apply in civil contempt proceedings." *Id.* In addition, DaCorta retained Preziosi to address matters that are expressly and indisputably civil in nature.

Specifically, according to their Retainer Agreement, DaCorta retained Preziosi "1) to file an appellate brief on the civil case … in the 11th Circuit Court of Appeals; 2) to write a habeas corpus/2255 petition to the U.S. District Court in the Middle District of Florida; and 3) to argue the appeal should the appellate court grant oral argument." *See* **Exhibit J**. "Both the civil appeal and the 2255 petition are inextricably intertwined and the retainer agreement must include both phases as an overall strategy for Mr. DaCorta." *Id.* For these services, claimant-investors paid Preziosi $155,450.00 "due before any work can start." *Id.* at 1, 2. As the Retainer Agreement admits, there is no question that the appeal to the Eleventh Circuit of this Court's entry of summary judgment against DaCorta is "civil" in nature. *Id.* Importantly, however, a habeas corpus petition (28 U.S.C. § 2241) and a 2255 motion (28 U.S.C. § 2255) are also legally considered civil in nature. Although they challenge the validity of a criminal conviction or sentence, courts classify these proceedings as independent civil actions. *See Mayle v. Felix*, 545 U.S. 644, 655 (2005) ("Habeas corpus proceedings are characterized as civil in nature."); *Fisher v. Baker*, 203 U.S. 174, 181 (1906) ("The proceeding is in habeas corpus, and is a civil, and not a criminal, proceeding."); *United States v. Johnson*, 842 F. App'x 402, 405 (11th Cir. 2021) ("As to the Sixth Amendment, it only applies to criminal proceedings, whereas a § 2255 motion is civil."); *United States v. Dunham Concrete Prods., Inc.*, 501 F.2d 80, 81 (5th Cir. 1974) ("This Circuit has long taken the view that § 2255 proceedings are, like habeas matters, civil actions mainly standing on their own bottoms..."). Put simply, the Sixth Amendment does not apply to DaCorta and Preziosi with respect to either of the matters Preziosi was retained to litigate.

A. Even If The Sixth Amendment Applied, The Funds At Issue Are Tainted Because They Were Derived From The Victims Of The Underlying Ponzi Scheme

It is indisputable and hopefully undisputed that funds raised from investors during the course of a Ponzi scheme and in furtherance of the scheme are tainted and properly subject to an asset freeze. This situation raises a related question: if that same Ponzi schemer and his affiliates approach those same investors using many of the same misrepresentations to raise a second tranche of money for the schemer's personal benefit after the scheme's collapse, is that second tranche untainted and thus immune from the asset freeze? Preziosi argues that the funds raised for DaCorta's defense (*i.e.*, the second tranche) were untainted because they were derived from the Affiants personal funds and not from any Receivership distributions. Preziosi is wrong for at least four independent reasons. First, the Court should examine the plain language implementing the asset freeze. "Recoverable Assets" are "assets of any <u>other entities or individuals</u> that: (a) are attributable to funds <u>derived from pool participants, lenders, investors, or clients</u> of the Defendants…; (b) are <u>held in constructive trust for the Defendants</u>…; (c) were fraudulently transferred by the Defendants…; and/or (d) may otherwise be includable as assets of the estates of the Defendants…."[9] Doc. 177 ¶ 4 (emphasis added). DaCorta consented to the entry of that order. *See* Doc. 172 at p. 5. The money is "tainted" because the Helpers Group raised it from the very claimant-investors who were victimized by the underlying Ponzi scheme. <u>There is no temporal component</u>. DaCorta was criminally convicted of picking these people's pockets. He is essentially arguing that only the funds he first stole from their left pockets were tainted. According to DaCorta's logic, the funds in their right pockets are "untainted" and thus available for him to use for his defense. DaCorta ignores that both pockets belong to <u>the same pair of pants</u> – *i.e.*, all of the money used to defend DaCorta by Winters, Preziosi, and others derived from the very same people DaCorta was criminally convicted of defrauding. Because the money used to fund the Trust and to pay Preziosi was "derived from pool participants,

[9] Preziosi argues that the asset freeze is not clear and unambiguous, but the plain language of this paragraph could not be more straightforward – funds derived from pool participants, lenders, or investors constitute Recoverable Assets subject to the asset freeze. There is no time limit. This is standard language commonly used in federal enforcement actions. *See, e.g., C.F.T.C v. Patel*, 2022 WL 22888606, at *1 (S.D. Fla. Mar. 30, 2022).

lenders, investors, or clients," it is subject to the asset freeze, regardless of when the actual dollars were collected or whether they can be traced back to the Receivership. The money derived from investors was also held in constructive trust for DaCorta's benefit. To hold otherwise would essentially legalize recovery fraud.

Second, the Receiver is also not required to trace the actual dollars back to the Receivership because the investors' deposits were commingled in the Trust. *See, e.g., S.E.C. v. Byers,* 637 F. Supp. 2d 166, 177 (S.D.N.Y. 2009) (noting "*any* comingling is enough to warrant treating all the funds as tainted"); *S.E.C. v. Lauer*, 2009 WL 812719, *4-5 (S.D. Fla. 2009) (because "money is fungible" it is "impossible to differentiate between 'tainted' and 'untainted' dollars…."); *United States v. Ward*, 197 F.3d 1076, 1083 (11th Cir. 1999) ("Once proceeds become tainted, they cannot become untainted."); *United States v. Abbell*, 271 F.3d 1286, 1295 (11th Cir. 2001) ("illegal and legal moneys—to the extent legal moneys existed—were commingled, thus tainting all funds"). Here, Preziosi was not paid by the Affiants; rather, he was paid at least $75,450 directly by the Trust, which commingled money from approximately 360 depositors. He was also paid $80,000 by Remick, but the Helpers Group treated that money as a bridge loan and reimbursed her at least $61,000 from the Trust. The commingling of money from the Affiants with money from more than 300 others in the Trust and from the bridge loan is fatal to any argument that the funds Preziosi received were untainted.

Third, even assuming *arguendo* that the Receiver was required to trace the Affiants funds to Receivership funds, he can generally do so because the Receiver paid most of the Affiants thousands of dollars before they paid (either directly or indirectly through the Trust) any money to Preziosi. *See supra* pp. 8-10. Affiants received $264,947.25 from the Receivership through the first interim distribution and $239,654.43 through the second interim distribution for a total of $504,601.68. Even if the Receiver's distributions were not funneled directly to Preziosi, all of this money is fungible.[10] The distributions and the contributions are not separable. The Affiants' contributions were commingled in the Trust with funds from hundreds of other investors before any money reached Preziosi.

Fourth¸ the Court has differentiated between tainted and untainted funds earlier in this case with respect to certain defendants, and that example

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[10] *Luis* is an inapposite criminal case as explained above, but it nevertheless provides some guidance as to how courts should differentiate between tainted and untainted funds when the Sixth Amendment applies. Specifically, "[c]ourts use tracing rules in cases involving fraud, pension rights, bankruptcy, trusts, etc." *Luis*, 578 U.S. at 22. Preziosi, however, claims "it is of no importance that the funds were put into a literal trust before being distributed to Mr. DaCorta's attorney," and "[t]he placement into a trust vehicle has no relevance in both the *Luis* and *Bissell* analysis" (Mot. at 12), but *Luis* expressly directs courts to consider 4 A. Scott, Law of Trusts § 518, pp. 3309–3314 (1956), which describes "the tracing rules governing commingled accounts." *Id.* If *Luis* applies, as Preziosi argues, he must trace the Affiant's funds through the commingled Trust account to show that only the Affiants were responsible for his legal fees, but he has made no attempt to do so. That is his burden under his legal theory, especially on a motion for reconsideration.

further demonstrates that the funds at issue are tainted. Specifically, defendants Raymond P. Montie and John J. Haas initially had all of their assets and accounts frozen. In negotiation with the CFTC, they explained that they both had independent jobs with a company called Ambit Energy. The CFTC agreed to exempt those after-acquired funds from the asset freeze and to establish income accounts for both defendants from which they could pay their attorneys' fees and living expenses. *See* Docs. 175 at 9-11 & 176 at 9-12. The Receiver monitored those accounts and reported their balances to the Court in his quarterly interim reports *See, e.g.,* Doc. 642 Ex. B. In contrast, DaCorta and the Helpers Group set up a private Trust outside the Court's supervision and filled that Trust with almost $900,000 from approximately 360 of the very same depositors underlying the Ponzi scheme. Had DaCorta found another job before being sent to prison or had he directed his commissary funds to Preziosi, the question before the Court might be different, but that is not what happened. The funds at issue are traceable to the fraud because they were derived from the victims of the fraud and held in constructive trust for DaCorta's benefit, violating the plain language of the asset freeze. This is the essence of a recovery scam.

CONCLUSION

Based on the foregoing, the Receiver respectfully requests that the Court deny the Motion.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 20, 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

5-11 Mountainview Rd.
Bartlett, NH 03812
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

/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

EXHIBIT A

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

Susan Winters, Settlor

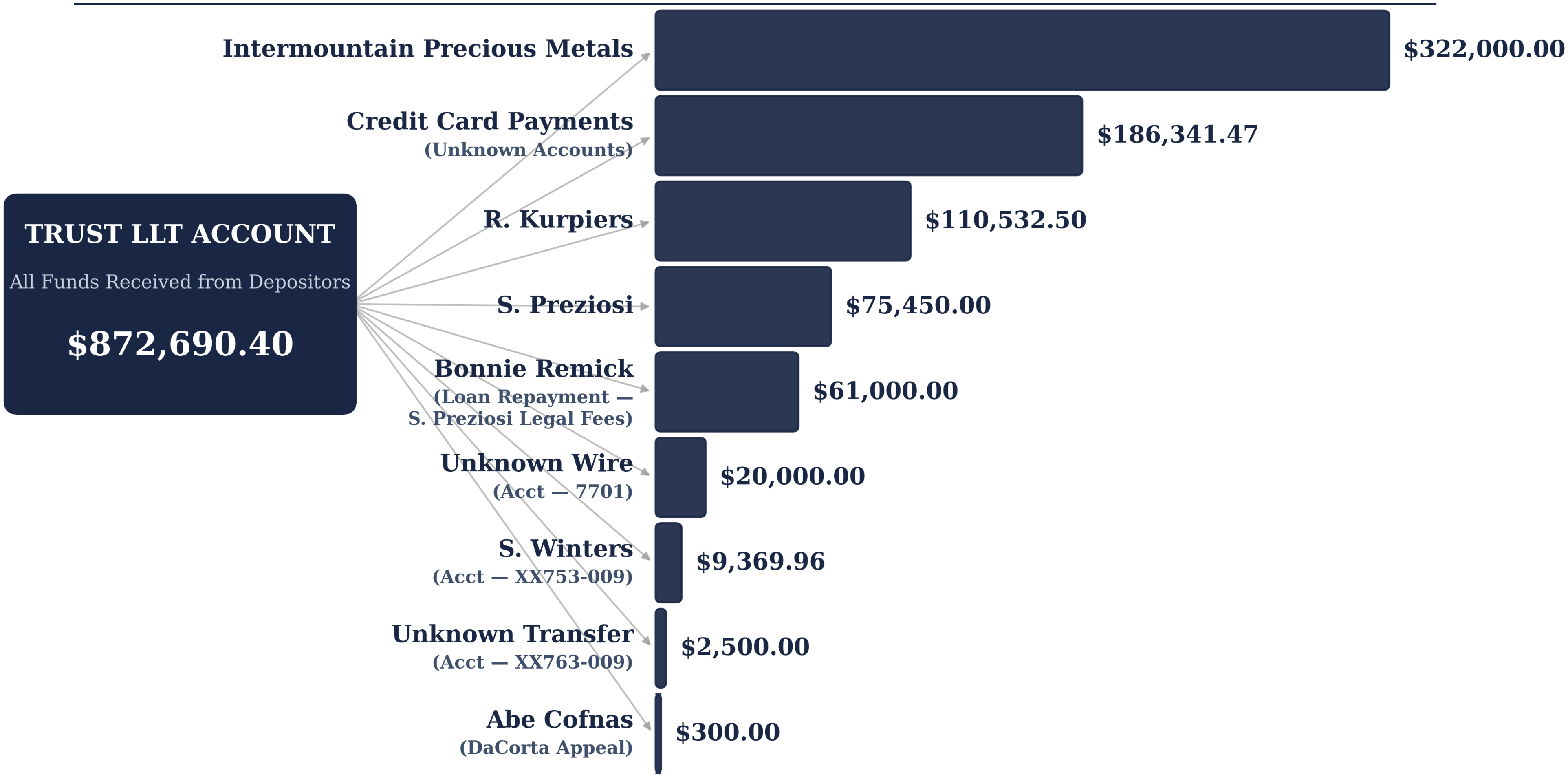
Date: 16 July 2021

EXHIBIT B

Fed. R. Evid. 1006(a)

FLOW OF CLAIMANT FUNDS

Freedom Northwest Credit Union



TOTAL DISBURSED TO THE ABOVE $787,493.93

Fed. R. Evid. 1006(a)

DEPOSITS INTO TRUST LLT ACCOUNT

Freedom Northwest Credit Union

Total Depositors*

$872,690.40

360 **Depositors**

TOTAL DEPOSITED

Total Claimant Depositors

$808,905.90

348 **Depositors**

TOTAL DEPOSITED

Total Claimant Depositors with Allowed Claims

$767,406.57

318 **Depositors**

TOTAL DEPOSITED

*Depositors are counted as individuals, not as claims or checks. One who contributed personally and through a business entity is counted once, as is one holding multiple claims. Two individuals holding a claim jointly are counted as two depositors. An entity is counted separately only where it holds its own claim or its principal could not be identified. Total depositors includes non-claimants. Figures are derived from the credit union's statements and deposit records.

EXHIBIT C

Send Inquiries To:

Notice: See reverse side for important information regarding your right to dispute errors on your statement.

FREEDOM NORTHWEST CREDIT UNION
FOUNDED & HEADQUARTERED. KAMIAH, ID EST 1963
P.O. BOX 68, KAMIAH, ID 83536-0068
PHONE: (208) 935-0277

ACCOUNT NUMBER: [redacted]825

YTD DIV RECEIVED: .00

PAGE NUMBER: 1 of 2

Download our Mobile App
on Your Cell Phone or Tablet !
See App Store.

TRUST, LLT
PO BOX 626
ELKVILLE IL 62932-0626

MAKING A DEPOSIT? OUR ATMS ACCEPT DEPOSITS (CASH & CHECKS).
ALSO, OUR MOBILE APP ALLOWS EASY CHECK DEPOSITS THRU YOUR DEVICE'S CAMERA.

SUMMARY OF YOUR ACCOUNTS

SUFFIX 001 REGULAR SAVINGS			SUFFIX 009 CHECKING ACCOUNT		
STATEMENT PERIOD 08/01/24 - 08/31/24			STATEMENT PERIOD 08/01/24 - 08/31/24		
BEGINNING BALANCE		5.00	BEGINNING BALANCE		8,113.08
DEPOSITS	0	.00	DEPOSITS	35	60,439.84
WITHDRAWALS	0	.00	WITHDRAWALS	5	12,425.76
ENDING BALANCE		5.00	DRAFTS CLEARED	0	.00
			ENDING BALANCE		56,127.16
DIVIDEND YEAR-TO-DATE		.00			
DIVIDEND THIS PERIOD		.00	DIVIDEND YEAR-TO-DATE		.00
			DIVIDEND THIS PERIOD		.00

SUFFIX 001 REGULAR SAVINGS

(NO ACTIVITY)

SUFFIX 009 CHECKING ACCOUNT

DEPOSITS

DATE	DESCRIPTION	TRANSACTION AMOUNT	LOCATION		
8/01/24	RDC CK#126	250.03	15 payment	8/01/24	5:17
8/01/24	RDC CK#5136	6,791.26	15 payment	8/01/24	5:19
8/01/24	RDC CK#1036	1,660.61	15 payment	8/01/24	5:20
8/01/24	RDC CK#5935	287.86	15 payment	8/01/24	5:21
8/01/24	RDC CK#5206	40.87	15 payment	8/01/24	5:22
8/01/24	RDC CK#1963	2,400.00	15 payment	8/01/24	5:23
8/01/24	RDC CK#363	329.39	15 payment	8/01/24	5:24
8/01/24	RDC CK#1393	283.44	15 payment	8/01/24	5:26
8/01/24	RDC CK#995050	3,392.87	15 payment	8/01/24	5:27
8/05/24	RDC CK#179	3,817.99	15 payment	8/05/24	14:04
8/05/24	RDC CK#1108	630.36	15 payment	8/05/24	14:05
8/05/24	RDC CK#4078	500.00	15 payment 1/6	8/05/24	14:07
8/05/24	RDC CK#808344	243.13	15 payment	8/05/24	14:08
8/05/24	RDC CK#681	85.76	15 payment	8/05/24	14:09
8/05/24	RDC CK#4741	177.70	15 payment	8/05/24	14:10
8/05/24	RDC CK#6896024	2,555.37	15 payment	8/05/24	14:11
8/05/24	RDC CK#336	97.07	15 payment	8/05/24	14:12
8/05/24	RDC CK#1119	14,825.80	15 payment	8/05/24	14:13
8/10/24	RDC CK#1007	572.64	15 payment	8/10/24	7:11
8/10/24	RDC CK#709	1,580.43	15 payment	8/10/24	7:13
8/10/24	RDC CK#258	926.53	15 payment	8/10/24	7:14
8/10/24	RDC CK#887	1,791.91	15 payment	8/10/24	7:15
8/10/24	RDC CK#811	382.19	15 payment	8/10/24	7:16
8/19/24	RDC CK#3222	543.48	15 payment	8/19/24	8:22
8/19/24	RDC CK#8229	3,000.00	15 payment	8/19/24	8:23
8/19/24	RDC CK#2102	343.27	15 payment	8/19/24	8:24
8/19/24	RDC CK#1002	140.49	15 payment	8/19/24	8:25
8/19/24	RDC CK#2938	460.77	15 payment	8/19/24	8:26
8/19/24	RDC CK#5611	2,773.41	15 payment	8/19/24	8:27
8/19/24	RDC CK#6281530	1,006.10	15 payment	8/19/24	8:28
8/19/24	RDC CK#5611	2,773.41	15 payment	8/19/24	11:56

Send Inquiries To:

FREEDOM NORTHWEST CREDIT UNION
FOUNDED & HEADQUARTERED. KAMIAH. ID EST 1963
P.O. BOX 68, KAMIAH, ID 83536-0068
PHONE: (208) 935-0277

Notice: See reverse side for important information regarding your right to dispute errors on your statement.

ACCOUNT NUMBER: [redacted]825
YTD DIV RECEIVED: .00
PAGE NUMBER: 2 of 2

SUFFIX 009 CHECKING ACCOUNT (CONTINUED)

DEPOSITS (CONTINUED)

DATE	DESCRIPTION	TRANSACTION AMOUNT	LOCATION			
8/19/24	RDC CK#6281530	1,006.10	15 payment		8/19/24	11:57
8/26/24	RDC CK#7539	250.00	15 payment		8/26/24	4:44
8/26/24	RDC CK#4087	500.00	15 payment		8/26/24	4:45
8/26/24	RDC CK#325	4,019.60	15 payment		8/26/24	4:47

OTHER DEDUCTIONS

DATE	DESCRIPTION	TRANSACTION AMOUNT	LOCATION			
8/12/24	CNCL RD#709	1,580.43	Amount Discrepancy		8/12/24	14:29
8/19/24	CNCL RD#5611	2,773.41	Poor Image Quality		8/19/24	11:53
8/19/24	CNCL RD#6281530	1,006.10	Poor Image Quality		8/19/24	11:54
8/22/24	E-PAYMENT	4,125.22	DISCOVER	E-PAYMENT	8/22/24	
8/22/24	ONLINE PMT	2,940.60	BK OF AMER VI/MC	ONLINE PMT	8/22/24	

EXHIBIT D

Maya Lockwood

From:	sonja devine <sdevine123@yahoo.com>
Sent:	Friday, January 9, 2026 1:08 PM
To:	receivershipclaims@burtonwwiandpa.com
Subject:	Fw: Attorney-Client Invoice
Attachments:	21-06-15 Evidentiary Hearing Transcript page 102.pdf; Exhibits D and E of Doc 454.pdf; Recovery Goal.xlsx

----- Forwarded Message -----
From: Sonja Devine <sdevine123@yahoo.com>
To: Ray Montie <raymontie7@yahoo.com>
Sent: Saturday, July 20, 2024 at 05:08:19 PM EDT
Subject: Fwd: Attorney-Client Invoice

This is from Betty
Tim suggested you let the receiver know what he's up to

Sonja Devine
207-650-4608

Begin forwarded message:

> **From:** Betty Reynolds <bettyjrey@yahoo.com>
> **Date:** July 19, 2024 at 9:47:40 AM EDT
> **To:** Sonja <sdevine123@yahoo.com>
> **Subject: Fwd: Attorney-Client Invoice**
>
> This is the email from Greg….
> I don't know if I am being forced to pay money in or not….😩
> Sent from my iPhone
>
> Begin forwarded message:
>
>> **From:** Oasis Helpers <oasishelpers@oasisreplevin.net>
>> **Date:** July 18, 2024 at 12:27:52 PM EDT
>> **To:** Elizabeth Reynolds <bettyjrey@yahoo.com>
>> **Subject: Attorney-Client Invoice**
>>
>> Dear Elizabeth,
>>
>> PRIVELEGED ATTORNEY-CLIENT CORRESPONDENCE
>>
>> Private & Confidential – Do Not Share or Distribute

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

John 8:32

Thank You!

Thank you so much for your financial and emotional support in our fight to uncover the truth in the Oasis case. Without our collective efforts and your financial backing, this battle would have ended long ago, with every lender a loser. The struggle for truth has been hard and long, with no public victories with which to celebrate our progress. Yet, you have remained steadfast, united, and unwilling to accept falsehoods and victimhood. We celebrate you with sincere appreciation.

Our victories have come in the form of factual discoveries that exposed misleading, dishonest, and costly actions. We've examined court records, identified overlooked exculpatory facts, organized, and published informative explanations, and helped our attorneys use the law to build the strong case presented to the Appellate Court. Without your willingness to fund those attorneys, none of this would have been possible. However, there remains our work for restitution of all the money pledged by the terms and conditions of your Promissory Note & Agreement.

To ensure everyone understands our efforts and end goals, it's important to address some misconceptions. The Receiver has repeatedly claimed that our group has slowed down the recovery process and interfered with his work. That is untrue. Following the advice he gave in his Claims Instruction form, we sought legal counsel to help streamline the claims process. Guided by your POA, Mr. Winters, we have always worked to simplify and expedite the Receiver's work, yet we've repeatedly had to clarify our position while holding him accountable for identifiable abuses of the authority granted him by the Court. Many of these abuses are addressed by the recently filed Appellate Brief.

Transparency in the handling of Oasis' assets is crucial because they are the repositories of lender money. The Receiver and his associates have profited immensely from the Receivership Estate, while lenders have only recovered 33% of their original investment and he offers little hope of our recovering much more from his efforts.

We've always focused on the Core Problem: the facts presented in the CFTC's case don't add up. Lenders should never have suffered the losses they have.

We hope you read the Brief submitted to the Court of Appeals on behalf of Michael DaCorta because it clearly highlights the lack of due process and evidence supporting the CFTC's allegations. The CFTC's case was built on false allegations, ambiguities, and misunderstandings, not facts. As you know, the attorney who wrote and filed Michael's Brief was funded by our group's private money. Without your support, the correct facts and arguments would not have reached the proper court for review as they now have.

The Receiver acts as if the money used to hire Mike's legal counsel was sourced out of assets that should belong to the Receivership Estate rather than from lender's personal funds. He tried to control our funds to prevent Mike from hiring a competent attorney to effectively argue the facts and expose the errors that occurred in the lower court. It's easier to defeat an opponent who doesn't have any means to defend himself.

In a hearing on 15 June 2021 (nearly a year before Mike's criminal trial), the Receiver revealed his mistaken belief that the civil case related to the criminal matter because "they relate to the same conduct" [though they don't], and that for the CFTC, Mike's criminal conviction "would probably leave the [civil] case with nothing more than a summary judgment to bring the case to a conclusion." [but it didn't, as clearly explained in the Appellant Brief] (*See* 21-06-15 Evidentiary Hearing Transcript, p. 102, lines 6-25)

Of necessity, the Brief only addresses the five counts in the civil case and not the unrelated issues presented in the criminal trial. By law, the Appeals Court is obliged to review ONLY those issues raised in the civil case proceedings. They will be looking for errors made in civil court, not to any that might be found in the criminal case.

Message At-A-Glance

- Calculate what a full recovery of your Oasis investment would mean.

- This the First Invoice on your Attorney-Client Agreement, which is based on Section III. – Attorney's Compensation paragraph 2. Recovery Fee (15%) found on page 3 of your Attorney-Client Agreement.

- We previously explained that your Attorney-Client Agreement is a Contingency Agreement form of Contract with attorney Brent Winters. We also explained that quarterly installments that you contributed toward the Agreement will be deducted from the amount due under this first Invoice.

- You may have more than one Claim. If so, you will receive an email for each one showing individually how much was refunded to each individual claim and what the individual claim's 15% share is, but only ONE invoice will show the Sum of All Contingent Fees due (if any) and the Sum of All your contributions paid in Advance. **That's the ONLY Invoice you should pay from.**

- You'll find the detailed discussion about contingency agreements from our earlier email at the end of this one in case you overlooked it.

- **NOTICE**: We recognize that you may be unable to pay the full invoice in one lump sum. For example, if the invoice is charged to a recovery that went into your IRA or 401k fund, you won't have access to those funds without suffering a penalty for early withdrawal. If you're in a situation like that, our Treasurer will be happy to work out terms for payment over time that your budget will comfortably accommodate. Contact information for him is on the last page.

Why Now?

Thank you for any advance contribution you made under the 2.5% plan! Those advances covered almost all the attorney costs accumulated since the opening of the case. Now it's time to prepare for the next phase of anticipated legal expenses. With this Invoice, we're preparing to meet the expenses that will be coming due as the case continues to develop.

Even though nothing is guaranteed, if Michael DaCorta wins his appeal, the Appellate Court will most likely return one of the following results:

1. The case will be returned to the District Court for a jury trial; or

2. The case will be returned to the District Court for settlement; or

3. The case will be dismissed for lack of judicial standing.

Any of these results will be good news, but no matter what, we'll still have to hire another attorney. In the first instance we'll need a new trial attorney to present the case to a jury. Under the second, we'll need one to help negotiate a settlement. Or we may need an attorney to press a new suit for expenses, losses, and damages.

NOTICE: Some people are under the false assumption that if Michael wins the civil case that all lenders will be compensated as a result and for that reason, they haven't contributed anything to his defense. That's not how it works.

As we've explained many times, Michael DaCorta is the only defendant left contesting the Summary Judgment awarded to the CFTC last December, and only those with Attorney-Client Agreements have made possible a winning defense for him. All the other named defendants signed off last year and surrendered their right to contest the settlements they agreed to. Consequently, the rewards of a win will justifiably belong to Michael DaCorta. Since the Court specifically stated that lenders have no standing in the case, Michael has agreed to compensate those like you who help him prevail.

Calculate Your Recovery Goal

Attached to this email is a little Excel spreadsheet you can use to instantly figure out approximately what the minimum amount of your claim would already be worth if it hadn't been interrupted by the CFTC's Complaint. Just enter your claim amount over the blue $10,000 figure and the spreadsheet will calculate how much your claim would have earned year by year if you were just paid 1% per month (which compounds to 12.6825% per year). The result you get is our minimum goal for your full recovery.

If you don't have Excel, you can calculate the results for the anniversary dates of 4/12/25 and 4/12/26 by doing the following:

- For 2025: Multiply your claim amount by 2.047099
- For 2026: Multiply your claim amount by 2.306723

Oasis' Full Recovery

In December 2021, Michael DaCorta filed a Motion to Dismiss spreadsheet, included as Exhibit D, that showed estimated total personal and Company losses adding up losses totaling $702,624,141. That was 3 ½ years ago.

Lender losses were included as part of the "OIG 3 years of Lost Spread Revenue" figure of $350,000,000 in the "Cash and Lost Opportunity Costs" section because you would either have shared 25% of that figure or 1% of your loan balance under the terms of the Promissory Note and Loan Agreement paragraph 1 (Exhibit E).

In other words, the government was aware when it tried Michael that it was already potentially liable to return over $700 million in damages if they lost the case against him. Is it any wonder that he lost the criminal trial when he was defended by public defenders working for the same government that practically had to convict him?

This explains why we're so happy you helped get the case moved to the Appeals Court where it's being handled by a skilled attorney who specializes in appeals, who doesn't work in the Tampa District Court, and has NO TIES TO THE GOVERNMENT!

HELP REQUEST: We are asking for help from anyone who is familiar with the use of Excel spreadsheets who would be willing to volunteer some hours to research court documents and compile information from them. Please contact us be return email to: OasisHelpers@OasisReplevin.net Thank you.

Invoice

All deductible contributions, whether paid by one account holder or credited to a bundled group, are shown in No. 9, below.

A copy of this email will be sent for each individual Oasis Acct. Pay only from the one email that shows a Total Due & Payable in Blue at #10). This amount is the total due individually or as one sum for your group.

NOTICE: If the #10 in blue is in BRACKETS, it's a CREDIT on your account - DO NOT PAY a Number in Brackets!

1. Oasis Acct. No. ----------------- 16055227,16055293
2. Registered Acct. Name ------- Elizabeth J Reynolds
3. Acct. Holder -------------------- Elizabeth Reynolds
4. Claim No.------------------------ 631
5. Total Claim Refund ----------- $169,960.19 (Refunds for this claim only)
6. This Claim's 15% Share ------ $25,494.03
7. Total of Refunds --------------- $303,073.81 (only shows if more than 1 claim)
8. 15% Contingency Fee -------- $45,461.07 (total fees owed)
9. (minus) Total Advances ----- ($3,000.00) (total advance contributions)

10. = Total Due & Payable--- $42,461.07

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

The Trust, LLT

PO Box 626

Elkville, IL 62932

For Payment Terms & Questions

Please contact Jason at: Treasurer@OasisReplevin.net

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

Review of Attorney-Client Contingency Agreements

All advance contributions to your Lender's Client Fund under your Lender's Attorney-Client Agreement are deductible from contingent Attorney Compensation per the Agreement's terms. Other expenses were paid from voluntary donations.

Those with only a Power of Attorney paid **nothing** other than a voluntary donation in an amount of their choosing to obtain Mr. Winters' services in filing and attending to their claim(s). Many donations were only $25, which would cover 4.2 minutes at the Receiver's hourly rate or 2-10 minutes of work from the attorneys he has hired. (Hired attorney rates range from $240-1,100/hour).

The Attorney-Client Agreement is an inexpensive legal **contingency** contract. Typical legal contingency agreements bill 30-50% of recoveries or settlements. The reason they are so high is that the lawyer assumes all the risks and covers all the expenses involved with resolving the case. The client takes no risk up front, so it costs them more in the end.

- Under a contingency agreement, the attorney does not charge the client up front but receives a percentage of the proceeds received during or after the case is over. Often, as in our case, the fee depends on the amount recovered.

  - There's no standard contingency fee contract or fee. Law firms draft their own attorney-client agreements based on case type and value.

  - Prospective clients must negotiate and sign contingency fee contracts with lawyers before representation begins.

A contingency agreement is any contract that depends on one or more events that may or may not take place. The Attorney-Client Agreement provides that Clients pay Mr. Winters an amount **contingent** upon the entire amount they recover.

- You will find your contingency costs listed under Section III – Attorney's Compensation (p. 2) of your Attorney-Client Agreement.

- Most of those with an Attorney-Client Agreement voluntarily paid 2.5% of their claim into a Client Fund. Whatever is paid into that fund is fully deductible from Attorney compensation charges.

NOTICE: Services provided under Power of Attorney (POA) Agreements will be terminated when the 11th Circuit Court of Appeals decision in the civil case is filed.

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

Pray for Replevin

Attached:

21-06-15 Evidentiary Hearing Transcript (page 102)
Exhibits D & E to Doc. 454 – Dec. 2021 Motion to Dismiss.

Recovery Calculation Spreadsheet

EXHIBIT E

From: **Tim Devine** Tdevine21@yahoo.com
Subject: Fwd: IMPORTANT: Keep Faith with Those Who Depend on You
Date: March 16, 2024 at 8:52 PM
To: Rob Utter rob@taxrebatespecialists.com, Michele Utter shelutter@icloud.com

TD

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

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

Tim Devine

Sent from my iPhone

Begin forwarded message:

> **From:** Tim Devine <tdevine21@yahoo.com>
> **Date:** March 16, 2024 at 8:42:26 PM EDT
> **To:** Sonja Devine <sdevine123@yahoo.com>
> **Subject: Fwd: IMPORTANT: Keep Faith with Those Who Depend on You**
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Michele <oasishelpers@oasisreplevin.net>
> > **Date:** March 14, 2024 at 1:27:32 PM EDT
> > **To:** Timothy & Sonja Devine <tdevine21@yahoo.com>
> > **Subject: IMPORTANT: Keep Faith with Those Who Depend on You**
> >
> > The Trust, LLT
> > P.O. Box 626
> > Elkville, IL 62932
> > Email: oasishelpers@oasisreplevin.net
> >
> > OASIS INTERNATIONAL GROUP LTD
> > A Cayman Islands Company
> > OASIS REPLEVIN
> >
> > March 14, 2024
> >
> > Dear Timothy & Sonja:
> >
> > It is with sadness that we must again ask you to honor the financial commitment you made on 15-Jul-21 when you signed a legally enforceable notarized Attorney-Client Representation Agreement with Attorney Brent Winters. By not paying the 2.5% as promised, our legal operations will remain in debt and at risk of being unable to finish the work, which would turn many years of very hard work into a total loss for everyone except those who instigated the mess in the first place.
> >
> > On page 3 of your Agreement it reads, "*A retainer fund will be established with Client contributions ("Client Fund") equal to 2.5% of the sum claimed by Client and lodged with the Receiver." "Payments into Client's Fund shall be made in four equal amounts equivalent to 25% (0.25) of the 2.5% total. The first installment shall be paid*

> *upon execution of this Agreement and dated from the first day of August 2021 or of the month following the month in which this Agreement is made, with three subsequent (quarterly) payments paid thereafter at 90-day intervals, until the whole 2.5% total is deposited*."
>
> We've been standing by you through this tough challenge and we're not planning to give up until we get the job done. The appeal now under way puts you in a far better position than before when the case was stuck in the Middle District of Florida courts. As per your Agreement, Brent has brought on board one of the top appellant attorneys in the U.S. to bring the case before the 11th Circuit Court of Appeals in Atlanta where we're confident he will win.
>
> We're fighting to get back every dollar you should have earned from your investment in Oasis if it had not been burglarized by the government.
>
> What does that mean? Well, you were making a minimum of 1% per month on your investment, which compounds to a little more than the 12% annual return that Oasis promised – 12.682503% annually, to be exact.
>
> Let's use that to calculate what we're working to recover for each $100,000 invested as it should have accumulated earnings year after year. Because the funds were not available to you, the figures assume that the annual returns would be reinvested year after year. The end-of-year figures are:
>
> 1. (April 15, 2020) $112,683
> 2. (April 15, 2021) $126,973
> 3. (April 15, 2022) $143,077
> 4. (April 15, 2023) $161,223
> 5. (April 15, 2024) $181,670
> 6. (April 15, 2025) $204,710
> 7. (April 15, 2026) $230,672
>
> Though the attorneys have been paid, the non-lawyers have put in over 6,880 hours of work without pay and are still going strong. According to the Rate Schedule in your Agreement, here's an estimate of what the team has earned but hasn't been paid yet.
>
> - Paralegals: $679,900
> - Clerical: $156,600
> - Bridge Loan: $40,000 (for appeal attorney)
>
> Since those who promised to fund us didn't come through, we had to borrow $80,000 from a lady in our group to pay the appeals attorney in time to meet court deadlines. We still owe half of that loan today, and we can only pay her back if you honor your obligation.
>
> We agreed to work for you based on the Agreement you signed with Attorney Winters. We're kind of like a movie crew hired by a team of producers like you to make a film. The crew that made *The Greatest Showman* worked tirelessly behind the

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

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

Please pay the balance due on your contract shown below.

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

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

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

$10,839.12 .... Balance Due

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

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

Thank you,
Oasis Helpers Group

EXHIBIT F

Oasis Lender Update — Autumn/Winter 2023-24

Report #19: Doc. 742: Montie, [Haas], and Duran sign Consent Orders
Report #20: Doc. 745: Haas Consent Hearing Reported
Report #22: What is the Significance of Defendants' Signed Consents?

Lender updates are provided for information purposes only. They are not a call to action. They are divided into 3 parts to accommodate differing levels of interest among our group. Those wanting only a quick summary may read the Story-at-a-Glance portion. For more detail, read the Detailed Discussion sub-sections. For full immersion, study the attached files.

Mike DaCorta's prison address has changed slightly. We would like to encourage you to write to him at:

Michael DaCorta 73181-018
FCC Coleman Low
Unit B-2
P.O. Box 1031
Coleman FL 33521

Why This Update is Important

We hope you are excited that your case is now going before the 11th Circuit Court of Appeals in Atlanta and is no longer subject to the interests of the U.S. Middle District Court of Florida. So read on!

Let's start here… In Report #21we outlined the "game plan" we believe the CFTC used to seize the assets of Oasis. (See Reports 21,24,25).

Here's a summary of the plan applied to Oasis, step by step:
the CFTC in cooperation with the D.O.J…

1. Targeted the desirable assets owned by Oasis (which incorporated your investment).
2. Filed a civil complaint against Oasis that accused it of operating a Ponzi scheme in violation of federal laws regulated by the CFTC. This allowed the case to be heard in a Federal District Court.
3. Released inflammatory information to the press about Oasis and its officers to make the public believe they had defrauded investors.
4. Had a Receiver appointed and authorized to seize all Oasis assets and personal property belonging to Oasis' officers and key employees to prevent them from hiring private defense counsel.

5. Worked to assure the criminal indictment of Michael DaCorta in preparation for obtaining a Summary Judgment for the CFTC in the civil case.
6. Assigned a compliant or incompetent public defender to handle DaCorta's criminal defense.
7. At trial, convicted DaCorta of crimes (presumed to be) related to charges in the civil complaint (that weren't).
8. Returned to the District Court where they argued for and obtained a grant of Summary Judgment based on the doctrine of "collateral estoppel"[1], a.k.a. "issue preclusion".
9. Distributed the Liquidated Oasis assets to the CFTC's attorneys, the Receiver, their staffs, and lastly, "victims" of the (alleged) illegal activity.

In short, it became necessary for the CFTC and Receiver to do whatever was necessary to obtain a summary judgment for the CFTC to justify its Complaint and end up with legal control of Oasis' assets. By law, a summary judgment can only be granted if there are NO material facts left in dispute between the Plaintiff and Defendants, not one.

Mike's civil attorney listed at least 45 facts in dispute in his Motion for Summary Judgment and Response to the CFTC's opposing Motion for Summary Judgment. He also made it very clear during a December 2022 hearing that Mike's Second Motion to Dismiss (like the first one), was based almost entirely on facts in dispute and therefore the Motion should probably be denied in order for the facts to be presented to a trial jury. The Judge understood this and dismissed the Motion after tacitly agreeing that facts were in dispute. (See details below, and p. 5, ~22-12-22 *Transcript of Motion to Dismiss*)

It would have been simple to argue that there were no material facts in dispute **IF** ALL of the Defendants were either convicted of the Civil Complaint allegations or they had agreed by consent that the allegations were all factually true. The CFTC probably expected that Joe Anile's criminal plea agreement and Mike DaCorta's criminal conviction would prevent either of them from making an effective civil case defense, so they only needed to get the other Defendant's to sign a Consent Agreement attesting to the alleged crimes. That left (1) Oasis International Group, (2) Oasis Management, (3) Satellite Holdings, (4) Ray Montie, (5) John Haas, and (6) Frank Duran as unconvicted co-defendants to deal with…

[1] Collateral Estoppel: A legal doctrine in which a judgment or ruling in one case bars a party to that case from litigating the same issue in another lawsuit. This means that any issue of fact, or of law, decided in one case (i.e. Mike's criminal case) cannot be re-decided in another case (i.e. the Civil Case) that involves any party (i.e. Mike DaCorta) to the previous case. This does not bar the new lawsuit, but the decisions of fact or law that were made as part of the prior valid ruling would have to be adhered to in the new lawsuit.

From the moment of his temporary appointment in April 2019, the Receiver took executive control of the first 3 defendants (OIG, OM, and SH), leaving only Montie, Haas, and Duran as potentially troublesome individual defendants.

- On 07 January 2020: Attorney Allan Lerner was granted permission to withdraw his representation of Frank Duran, leaving him without an attorney.
- On 08 May 2020: Attorney Andrew Searle withdrew as Additional Counsel for John Haas and Satellite Holdings.
- On 22 September 2022: Attorneys Vincent Citro and Mark Horwitz, having bilked him of nearly $1M in fees, were granted permission to withdraw as attorneys for Ray Montie, leaving him without an attorney.
- Also on 22 September 2022: Attorney A. Brian Phillips was granted permission to withdraw his representation of John Haas, leaving him without an attorney.
- On 16 February 2023: Attorney A. Brian Phillips was granted permission to withdraw as counsel for Satellite Holdings Company.

All that then remained was to compel Duran, Montie, and Haas to sign a Consent Agreement:

- Joe Anile signed a Consent on 21 June 2023 (Doc. 786)
- Frank Duran, *pro se*, signed an UNDATED Consent (Doc. 787)
- Ray Montie, *pro se*, signed a Consent on 13 June 2023 (Doc. 789)
- John Haas, *pro se*, signed a Consent on 22 June 2023 (Doc. 788)
- Burton Wiand, Receiver, signed a Consent on 30 September 2023 for OM, OIG, and SH (Doc. 790, attached)
- ➢ The Consent Agreements were substantially the same.
- ➢ All the above documents may be downloaded from the Receiver's website at: https://www.oasisreceivership.com/court-filings-2023/

NOTICE: Despite Sec. II, ¶ 2 of the Consent Order, Montie and Haas WERE threatened to compel them to sign the Consent. The Consent Orders are now "water down the river". The only recourse to correct these and all other grievances that arose out of the lower court have to be found through appeal to the 11th Circuit, which is now under way.

The Court GRANTED Summary Judgment to the CFTC on 06 December 2023. (Doc. 780)
The 5 Consent Orders (identified above) were all filed on 15 December 2023.

Mike DaCorta is the only Defendant left standing to defend against the CFTC's civil case allegations. His ability to do so is the only thing making it possible for you to recover your Oasis losses through his appeal to the 11th Circuit Court of Appeals. Without your financial support no appeal would be possible – the case would be over, without recourse. You would become subject to recover only what the Receiver felt like giving you and nothing more.

The Order Granting the CFTCs motion for summary judgment (Doc. 780) read in part, "*The Clerk is directed to enter judgment in favor of the CFTC and against Defendant Michael J. DaCorta on all counts of the complaint in the amount of $53,270,336.08 plus post–judgment interest as restitution and $8,453,628.48 as a civil penalty.*"

The threat of attaching a massive debt like the one the Court fastened onto Mike ($61,723,964.56) was used to compel Montie and Haas (without advice of counsel) to sign the Consent (it's not known what leverage, if any, was used to coerce Duran).

Judge Covington had apparently been largely inattentive throughout the course of the civil case. She asked her Magistrate Judge to write 134 decisions for her and then simply "endorsed" them. None of the Magistrate's endorsed orders are available for download or examination. (e.g. p. 21, ~22-12-22 *Transcript of Motion to Dismiss*)

On 22 December 2022, a hearing was held on Mike DaCorta's Second Motion to Dismiss the case, filed 19 August 2022. It appears from the transcript (just recently obtained), that Judge Covington hadn't been paying much attention to the case over which she had been presiding over for more than 3 ½ years. (See attached, ~22-12-22 *Transcript of Motion to Dismiss*)

While describing her understanding of the Motion to the attorneys at hand, she began by saying,
"*So Mr. DaCorta's arguing that the Court should dismiss the case for several reasons… Mr. DaCorta was not a controlling person of the commodity pool and he did not have to register; and that there are insufficient facts to establish that OIG, Office of Inspector General, failed to provide pool disclosures and other relevant documents…*"
(See page 5, ~22-12-22 *Transcript of Motion to Dismiss [hereafter "Transcript"*)

Thus, she wished to edify those present by parenthetically clarifying that "OIG" stood for "Office of the Inspector General" when everyone knew that it was the initials of the primary defendant, Oasis International Group.

In our opinion, the District Courts, the CFTC, and DOJ had everything go their way without benefit of compelling facts or law to support their allegations. Be delighted that decisions of the lower court, which allowed the premature seizure, liquidation, and dispersal of Oasis' assets, have moved from that biased forum up to a higher court where their legitimacy will be reviewed in detail and hopefully reversed or remanded back to the lower court for a jury trial.

The facts and the law are on your side. They just need to be presented to judges that will give them due regard.

Pray for Replevin!

Story-at-a-Glance and Detailed Discussion

- Of all the Defendants in the civil case by which Oasis' assets were seized, liquidated, and dispersed, only Michael DaCorta now remains able to appeal the decisions that led to the loss of your money.
- It is wholly due to the good faith support of those in this group who have contributed so he could do so that Mike is now able to stand up on their behalf and contest the legitimacy of decisions made by the lower court which resulted in Lender losses.
- Some of Judge Covington's thoughts indicate that as presiding judge in the case, she did not appear sufficiently familiar with many important facts pertaining to it to issue competent rulings effecting so many people. For example:
    - The case was stayed by repeated renewals until 24 July 2022 – months after Mike's criminal trial ended, not until July 24, 2022, as the Judge stated. Ref. p. 4 of *Transcript*.
    - The Judge seemed unaware that her Receiver had been called to testify in DaCorta's criminal trial. By extension, it's not at all likely that she has been aware of the Receiver's self-serving billings against the Receivership Estates, as we detailed in Report #9. Ref. page 8 of *Transcript*.
- Among other rulings, the attached Transcript also strongly suggests that the Judge held an unwarranted and inappropriate bias against Oasis Defendants, suggesting that the Receiver was correct when he testified at Mike's criminal trial that she had already concluded that Oasis was a Ponzi scheme.
    - Judge Covington did not deny the Receiver's reported testimony from DaCorta's criminal trial that she had "reached a conclusion that this is a Ponzi scheme". She merely refocused the hearing discussion by indicating her concern about the money involved. Ref. p. 9 of *Transcript*.
    - Nor did she take the second opportunity to deny that she'd made a premature determination that Oasis was a Ponzi scheme when Attorney Kurpiers brought it up again. Ref. p. 12 of *Transcript*.
- The Transcript of the hearing on DaCorta's Second Motion to Dismiss makes it abundantly clear that there were <u>several</u> facts in dispute. Ref. highlights on pages 5, 7, 8, 12, and 13 of *Transcript*.

  - Many of the same disputed material facts discussed at the hearing were repeated in the Motion/Response/Reply filings surrounding DaCorta's and the CFTC's respective Motions for Summary Judgment.
  - While correctly stating that under Rule 12(b)(6) the Court must accept "as true all allegations in the complaint… in the light most favorable to the plaintiff", an allegation is NOT a fact and Judge Covington seems to conflate the two things on page 13 of the *Transcript*. She more correctly stated that the CFTC had *alleged* enough facts to survive a motion to dismiss under Rule 12(b)(6).
  - Though all parties to the hearing agreed that the disputed fact of the CFTC's jurisdictional standing over Oasis REQUIRED a jury trial, the grant of Summary Judgment prevented that trial from happening!
  - Judge Covington seemed to be coaching the CFTC's attorneys to make a motion for summary judgment when she invoked the fact that Mr. DaCorta had been convicted in a criminal case. Ref. p. 16 of *Transcript*.
  - Already on Dec. 22, 2023, the CFTC made it clear that they were moving toward getting Consent Agreements. Ref. p. 16 of *Transcript*.
  - By making it clear that they did intend to file a motion for summary judgment, the CFTC affirmed the Judge's expectation. Ref. p. 17 of *Transcript*.
  - Shockingly, right after identifying several of them (p. 5), Judge Covington stated that she was "hard pressed" to think if there were "issues out there" that might show up in discovery, but since there might be she said it would be a wasted effort to make a premature motion for summary judgment since under the court Rules, the CFTC would only have one opportunity to do so. In effect, it seems clear that she'd have preferred to move the case to the anticipated summary judgment as quickly as possible but was concerned that some "issue" that she was "hard pressed" to think of might show up in discovery that would destroy a premature motion. Ref. p. 18, *Transcript*.
  - After belaboring her concern about a potentially disruptive "issue", she implied that perhaps things could be settled quickly through mediation with Retired Judge Holder. Ref. p. 18 of *Transcript*.
- Is the Judge agreeing with what we've been saying all along, that (due to lack of funds needed to defend against cases like this), "Most of these cases, they go away. One way or the other, they go away."? Ref. p. 22, *Transcript*.
- The various Consent Agreements signed by the Defendants are essentially the same, differing only as to the functions of the parties with respect to Oasis roles. We include the Consent Agreement signed by Receiver Wiand with the following limited notes – please see the attached highlighted Consent Order Doc. 790 or any of the others available for download at: https://www.oasisreceivership.com/court-filings-2023/:

- All Agreements were designed to "effect settlement of all charges alleged in the Complaint… without a trial… or further judicial proceedings."
- All parties to the Consents waived "any all rights of appeal from this action" (which included an appeal from the Complaint. This prevented all of them except Mike from appealing the case).
- All parties agreed not to take or allow to be taken any action or make any public statement denying any allegation in the Complaint or any Finding of Fact or Conclusion at Law in the Consent Order.
- All parties admitted to all findings in the Consent Order and to all allegations made in the Complaint.
- All parties agreed that OIG, OM, and SHC acted as commodity pool operators – an allegation contested by DaCorta and never raised in his criminal trial.
- All parties agreed that they had contributed to the fraudulent solicitation of over $80 million from the public – another allegation that DaCorta disputes.

➢ Nearly all the highlighted allegations and many others not highlighted in the attached sample Consent Order are contested by Mike DaCorta and may be addressed in the appeal.

Attachments:

- Doc. 786: Consent Order for Joseph Anile
- Doc. 790: Consent Order for Oasis Management, Oasis International Group, and Satellite Holdings signed by Receiver Burton Wiand
- ~22-12-22 Transcript of Motion to Dismiss [*Transcript*]

Time Required to Compile this Report: 10 hours, 30 minutes

EXHIBIT G

TRUST LLT
ELKVILLE, IL 62932

3010

2-14 20 24 82-7319/3231

Pay to the Order of BONNIE L. REMICK $ 20,000.00

TWENTY THOUSAND AND 00/100 DOLLARS

FREEDOM NORTHWEST CREDIT UNION

FOR LOAN REPAYMENT TRUSTEE

[redacted] 3010

ENDORSE HERE

Bonnie L Remick

TLWID=1101BR=11
ITEMNUM=0532136000047-TRANDT=03/12/24
SEARTIM=10:41:48 AM

FNWCU MEMBER WIRE TRANSFER AGREEMENT

Instructions: All lines must be completed. PLEASE PRINT ALL INFORMATION.

REQUESTOR/ORIGINATOR information (REQUIRED)

Member Name: TRUST LLT Date: 02/27/2024

Member Address: PO BOX 626, ELKVILLE, IL 62932-0626

Member Phone Number: (224) 600-4172

Member Account Number: [redacted]825 Suffix: 09

AMOUNT TO BE SENT: $ 20,000.00

FEES: Domestic: $30.00 ☒

RECEIVING BANK'S WIRING INFORMATION:

ABA/SWIFT CODE: 211770271

Bank Name & Address: BANK OF NEW HAMPSHIRE

14 SULLIVAN STREET, CLAREMONT, NH 03743

Bank Phone # ( )

FURTHER CREDIT TO: (if applicable)

ABA/SWIFT CODE:

Bank Name & Address:

Bank Phone# ( )

Account #

BENEFICIARY'S/FINAL CREDIT INFORMATION:

Account #: [redacted]7152

Name on Account: BONNIE L. REMICK

Address on Account:

OFAC: YES ☒ **N/A (Existing FNWCU Member)** ☐

Additional Information: LOAN REPAYMENT

I hereby authorize Freedom Northwest Credit Union to transfer funds by wire as shown above. I understand that my account shown will be debited for the amount of the wire and any applicable fees. I agree to hold Freedom Northwest Credit Union harmless if the funds are not received and credited due to incorrect information or circumstances beyond control. I understand that wire requests received after 2:30 PM may be processed on the next business day.

MEMBER'S SIGNATURE: (Per Phone - Member Verified)

(Note if authorization is by phone, fax, or email)

VERIFICATION METHOD: Driver's Lic. ☐ Sig. ☐ Known ☐ Code Word ☒ Other Picture ID ☐

MSR: ECB 307

Date: 02/27/2024 Time: 2:50PM Initials: SA

Verified by: LAR Date: 02/27/2024 Time: 3:01 PM

Call back: (If over $2,500) Mbr Ph # of record: (618) 559-3247JASON Time: 2:47PM Initials SA

FNWCU MEMBER WIRE TRANSFER AGREEMENT

Instructions: All lines must be completed. PLEASE PRINT ALL INFORMATION.

REQUESTOR/ORIGINATOR information (REQUIRED)

Member Name: TRUST , LLT ~~ELKVILLE~~ Date: 9/3/2024

Member Address: PO BOX 626, ~~ELWILLE~~ V, IL 62932-0626

Member Phone Number: (618) 559-3247 (224)600-4172

Member Account Number: [redacted]825 Suffix: 09

AMOUNT TO BE SENT: $ 21,000.00

FEES: Domestic: $30.00 ☒

RECEIVING BANK'S WIRING INFORMATION:

ABA/SWIFT CODE: 211 770 271

Bank Name & Address: BANK OF NEW HAMPSHIRE

Bank Phone # ( )

FURTHER CREDIT TO: (if applicable)

ABA/SWIFT CODE:

Bank Name & Address:

Bank Phone# ( )

Account #

BENEFICIARY'S/FINAL CREDIT INFORMATION:

Account #: [redacted]152

Name on Account: BONNIE L REMICK

Address on Account: 1411 BOROUGH RD CHARLES TOWN NH 03603

OFAC: YES ☒ **N/A (Existing FNWCU Member)** ☐

Additional Information:

I hereby authorize Freedom Northwest Credit Union to transfer funds by wire as shown above. I understand that my account shown will be debited for the amount of the wire and any applicable fees. I agree to hold Freedom Northwest Credit Union harmless if the funds are not received and credited due to incorrect information or circumstances beyond control. I understand that wire requests received after 2:30 PM may be processed on the next business day.

MEMBER'S SIGNATURE: PER PHONE-JASON

(Note if authorization is by phone, fax, or email)

VERIFICATION METHOD: Driver's Lic. ☐ Sig. ☐ Known ☐ Code Word ☒ Other Picture ID ☐

MSR: 164

Date: 09/03/2024 Time: 1:08PM Initials: SR

Verified by: KMR Date: 9/3/24 Time: 3:09pm

Call back: (If over $2,500) Mbr Ph # of record: (618) 559-3247JASON Time: 12:58PM Initials SR

EXHIBIT H

BONNIE L REMICK
1411 BOROUGH RD.
CHARLESTOWN, NH 03603-4596

54-7027/2117

538

DATE Feb. 16, 2024

PAY TO THE ORDER OF Atty Stephen R. Preziosi $ 80,000.00

Eighty thousand 00/100 DOLLARS

Security Features Included. Details on Back.

BNH
Bank of New Hampshire

MEMO

Bonnie L. Remick MP

[redacted] 152⑈ 0538

© DELUXE deluxe.com/checks

EXHIBIT I

Gmail

Stephen Preziosi <appealslawfirm@gmail.com>

Wire transfer for Micheal DaCorta

1 message

jason mckee <jmckee573@gmail.com> Tue, Feb 6, 2024 at 1:00 PM
To: info@appealslawfirm.com

Hello Stephen,
Hope you are having a wonderful day. Sorry for the delay and difficulties getting funds wired to your account. According to our bank the wire transfer of $75,450 should land in your account yesterday or today. I have not received any confirmations as of this time.

Thank you in advance for the help with Mike's fight against injustice. We are very grateful and thankful for your help. If you could please send me a confirmation when funds are received. Not sure what is going on with our banks?????

Jason McKee

PREZIOSI 000015

CHASE for BUSINESS®

Printed from Chase for Business

$75,450.00

Incoming wire transfer

Feb 5, 2024
Posted date

undefined
undefined
Account name

0867961036FF
Transaction ID

0205QMGFT003001520
SWIFT/FED/CHIP ID

Beneficiary information

Account	1348
Name	STEPHEN N PREZIOZI, ESQ , P C
Address	OPERATING ACCOUNT 48 WALL ST FL 11 NEW YORK NY 10005-2887 US

Bank information

Related references	O/B FREEDOM NW C
Bank reference number	FED OF 24/02/05

Additional information

Additional information	--

For transaction details, please refer to the periodic statement for the official record of this transaction.

PREZIOSI 000016

EXHIBIT J

THE LAW OFFICE OF

STEPHEN N. PREZIOSI P.C.

48 WALL STREET, 11TH FLOOR
NEW YORK, NY 10005

1-800-APPEALS (1-800-277-3257)
CELL: 212-960-8267 · FAX: 212-937-3772

Email: stephenpreziosi@appealslawfirm.com
Websites: www.newyorkappellatelawyer.com
www.federalappealslawfirm.com

<u>Retainer Agreement For Michael DaCorta To Appeal To The Eleventh Circuit Court Of Appeals, And To File A 2255 Petition To The United States District Court For The Middle District Of Florida</u>

<u>Re: Commodity Futures Trading Commission v. Michael DaCorta (Oasis International Group Ltd. Et al) Case No.: 8:19-cv-886; and USA v. Michael DaCorta Docket No.: 8:19-cr-605</u>.

You have requested that STEPHEN N. PREZIOSI, ESQ., P.C. represent you. This letter sets forth the agreement concerning this law firm's representation of Michael DaCorta. This agreement shall become effective upon our receipt of the countersigned copy of this agreement and retainer fee. The retainer agreement has three distinct parts. 1) to file an appellate brief on the civil case captioned above in the 11th Circuit Court of Appeals; 2) to write a Habeas Corpus/2255 petition to the U.S. District Court in the Midde District of Florida; and 3) to argue the appeal should the appellate court grant oral argument. Both the civil appeal and the 2255 petition are inextricably intertwined and the retainer must include both phases as an overall strategy for Mr. DaCorta. The Details of the retainer are further described below.

<u>What Work Will Be Performed And The Retainer Fee</u>

1. It is agreed that the fee of **One Hundred and Fifty-Five Thousand and Four Hundred and Fifty Dollars ($155,450.00)** is to be paid for the following legal services:

<u>THE CIVIL APPEAL ON CASE NO.: 8:19-CV-886</u>

2. <u>READING AND RESEARCH PHASE</u>:
   This firm will read all relevant transcripts, motions, and court documents from the lower court. This will also include conducting legal research, identifying legal issues to be raised on appeal, writing drafts of the relevant issues to be raised in the appellate brief. The law firm will consult with Mr. DaCorta regarding the preparation of the appellate brief and drafts of the issues will be exchanged and discussed with Mr. DaCorta before being finalized.

3. DRAFTING OF APPELLATE BRIEF:
The drafting of the appellate brief starts with an outline of all legal issues. The outline is then discussed with Mr. DaCorta and the issues to be raised on appeal are finalized. Then, various drafts of the appellate brief are crafted and sent to Mr. DaCorta. After each draft is assembled, a telephone conference with Mr. DaCorta is scheduled to discuss the specifics of the brief. When finalized, the brief is printed by an appellate printing service, and filed with the court in both hard copy and electronic formats and served on opposing counsel. PLEASE NOTE THAT THERE IS AN ADDITIONAL COST FOR APPELLATE PRINTING THAT **IS NOT** INCLUDED IN THE RETAINER FEE STATED ABOVE.

4. ORAL ARGUMENT PHASE:
Oral argument of the appellate brief and all legal issues raised. This price will include appearing at the Eleventh Circuit Court of Appeals for oral argument before a panel of appellate judges and answering all questions posed. Significant preparation is involved in this phase because it is important to answer all questions posed by the Judges to persuade them of the legal arguments raised in the appellate brief. Oral argument is at the discretion of the Court. I will request oral argument, but it is not required that the Court grant oral argument.

5. DRAFTING THE HABEAS CORPUS/2255 PETITION:
The 2255 petition can be submitted after the appeal. The substance of the petition is usually to argue ineffective assistance of trial counsel, and the petition is filed with the trial court and with the judge who presided over the trial. Again, a thorough review of the trial record is necessary to identify the issues that can be raised in the Habeas petition. The standard for review is somewhat different than the appeal: the standard for granting a 2255 is whether there was a denial of a substantial constitutional right. This is inherently different than the direct appeal because on direct appeal issues concerning evidentiary matters, statutory sufficiency, and constitutional rights can be raised. Conversely, a 2255 petition has a substantial constitutional rights standard. Thus, the 2255 must be written differently than the direct appeal.

6. The appeal of the civil case and the decision in that case was highly dependent on the outcome of the criminal case. The two cases intersect in a critical way and cannot legitimately be addressed separately with a separate legal strategy. They must be address together. The retainer fee is, therefore, for the total and unified legal strategy of addressing Mr. DaCorta's legal dilemma.

- **PLEASE NOTE**: The price stated above **will NOT include the cost of printing and reproducing the brief and record and will not include any expenses related to filing the appeal and the 2255 petition**. An estimate of this cost will be provided to the client by my appellate printer.

- **PLEASE NOTE**: 100% of the retainer is due before any work can start.

You retain the right to terminate the attorney-client relationship at any time. In the event you wish to discharge this firm prior to the final disposition at the trial court level, you shall be entitled to a refund of any unearned portion of the fee paid. Such amount shall be calculated based upon the fact that one-third of the fee is specifically designated as a general retainer to our availability and a fair and reasonable valuation of the completed services rendered, calculated at an hourly rate of $750.00 per hour.

If some unforeseen event shall develop which prevents STEPHEN N. PREZIOSI, ESQ., P.C. from continuing to represent the defendant, a portion of the fee shall be returned that exceeds services rendered. Such amount shall be calculated based upon the fact that one-third of the fee is specifically designated as a general retainer to our availability and a fair and reasonable valuation of the completed services rendered, calculated at an hourly rate of $750.00 per hour.

STEPHEN N. PREZIOSI, ESQ., P.C. promises to you that I will use my best efforts and abilities to obtain the best results possible under the circumstances. No other representation is made to you concerning the outcome of this case.

I have read and understand the foregoing Retainer Agreement and hereby agree to all of the terms and conditions.

Date: January 11, 2024

Name of Client: Michael DaCorta

____

Signature of Client/or Representative

____

Print name.

You retain the right to terminate the attorney-client relationship at any time. In the event you wish to discharge this firm prior to the final disposition at the trial court level, you shall be entitled to a refund of any unearned portion of the fee paid. Such amount shall be calculated based upon the fact that one-third of the fee is specifically designated as a general retainer to our availability and a fair and reasonable valuation of the completed services rendered, calculated at an hourly rate of $750.00 per hour.

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Print name.