UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING COMMISSION,

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

Plaintiff,

v.

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

Defendants;

and

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

Relief Defendants.
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THE RECEIVER'S TWENTY-FIRST INTERIM REPORT

Information and Activity from April 1, 2024 through June 30, 2024.

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INTRODUCTION

Burton W. Wiand, the Court-appointed receiver over the assets of the above-captioned defendants and relief defendants (the "**Receiver**" and the "**Receivership**" or "**Receivership Estate**"), files this Twenty-First Interim Report to inform the Court, investors, creditors, and others interested in this Receivership of activities to date as well as the Receiver's proposed course of action. The Receiver has established a website, www.oasisreceivership.com, which he updates periodically. The Receiver will continue to update the website regarding the Receiver's most significant actions, important Court filings, and other items that might be of interest to the public. This Interim Report, as well as all other reports, will be posted on the website.[1]

Overview of Significant Activities During this Reporting Period

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

- Obtained the Court's approval of a second interim distribution of approximately **$9 million** to claimants with approved claims and mailed distribution checks to such claimants at their designated addresses on April 30, 2024 (*see infra* § VI);
- Obtained the Court's approval of settlements worth **$247,500** with insiders Gil and Charis Wilson as well as Mario C. Nicolaou and MCN Management Advisors, Inc. (*see infra* § V.1.g.);

[1] As directed by the Court, the Receiver will submit his next interim report and subsequent reports within thirty days after the end of each calendar quarter. Where possible, the Receiver has also included information about events occurring between June 30, 2024 (the end of the reporting period) and the date of this filing.

- Settled a clawback and bankruptcy action with Rocco Garbellano for **$165,000** or proceeds from the sale of certain real estate, whichever is greater (*see infra* § V.1.g.);

- Continued pre-litigation settlement efforts with other insiders and potential defendants, including drafting demand letters and preparing complaints should litigation be necessary (*see infra* § V.3.);

- Engaged in discovery and other collection efforts with respect to various judgments, including the **$146,092.90** default judgment against insider Doug Clark and his affiliated entity (*see infra* § V.2.c.);

- Litigated the enforceability of a subpoena to Intermountain Precious Metals in federal court in Idaho regarding a potential recovery scam targeting defrauded investors (*see infra* § II.A.);

- Continued to litigate the Receiver's lawsuit against ATC Brokers Ltd., David Manoukian, and Spotex, LLC (*see infra* § V.2.b.);

- Collected litigation income of **$19,796.89** through settlements and/or the enforcement of default judgments (*see* Ex. A);

- Sold miscellaneous personal property for **$1,291.50** (*see id.*); and

- Collected **$25,474.44** in interest income on seized funds (*see id.*).

Overview of Activities Since the Beginning of this Receivership

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

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

- Generated **$53,335.13** in business income, primarily from mortgages and rentals;

- Liquidated an additional approximately **$7,900,650.41** in assets (net, excluding remitted funds), mostly subject to agreements with the Department of Justice and the United States Marshals Service;

- Collected **$760,165.79** in interest and/or dividend income;

- Collected total litigation income of **$5,344,032.83** through clawback and other third-party settlements; and
- Collected other miscellaneous income of **$7,787,274.26**, including funds remitted by the Department of Justice.

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

BACKGROUND

I. Procedure and Chronology

On April 15, 2019, the Commodity Futures Trading Commission ("**CFTC**") filed a complaint (Doc. 1) against (1) defendants Oasis International Group, Limited ("**OIG**"); Oasis Management, LLC ("**Oasis Management**"); Michael J. DaCorta ("**DaCorta**"); Joseph S. Anile, II ("**Anile**"); Francisco "Frank" L. Duran ("**Duran**"); Satellite Holdings Company ("**Satellite Holdings**"); John J. Haas ("**Haas**"); and Raymond P. Montie, III ("**Montie**") (collectively, the "**defendants**") and (2) relief defendants Fundadministration, Inc. ("**FAI**"); Bowling Green Capital Management, LLC ("**Bowling Green**"); Lagoon Investments, Inc. ("**Lagoon**"); Roar of the Lion Fitness, LLC ("**Roar of the Lion**"); 444 Gulf of Mexico Drive, LLC ("**444 Gulf of Mexico**"); 4064 Founders Club Drive, LLC ("**4064 Founders Club**"); 6922 Lacantera Circle, LLC ("**6922 Lacantera**"); 13318 Lost Key Place, LLC ("**13318 Lost Key**"); and

4Oaks LLC ("**4Oaks**") (collectively, the "**relief defendants**"). The defendants and relief defendants are referred to as the "**Receivership Entities**."

The complaint charged the defendants with violations of the Commodity Exchange Act and CFTC regulations and sought to enjoin their violations of these laws regarding a fraudulent foreign currency ("**forex**") trading scheme. The CFTC alleged that between mid-April 2014 and April 2019, the defendants fraudulently solicited over 700 U.S. residents to invest in two forex commodity pools – Oasis Global FX, Limited and Oasis Global FX, S.A. (collectively, the "**Oasis Pools**"). The CFTC also asserted that the defendants raised approximately $75 million from these investors and misappropriated over $28 million of the pool funds to make payments to other pool participants and over $18 million for unauthorized personal and business expenses, including the transfer of at least $7 million to the relief defendants.[2]

On the same day the CFTC filed its complaint, April 15, 2019, the Court entered an order appointing Burton W. Wiand as temporary Receiver for the Receivership Entities (Doc. 7) (the "**SRO**"). The Court directed him, in relevant part, to "[t]ake exclusive custody, control, and possession of the Receivership Estate," which includes "all the funds, properties, premises, accounts, income, now or hereafter due or owing to the Receivership Defendants, and other assets

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

directly or indirectly owned, beneficially or otherwise, by the Receivership Defendants." *See id.* at p. 14, ¶ 32 & p. 15, ¶ 30.b. The SRO also imposed a temporary injunction against the defendants and relief defendants and froze their assets. *Id.* at 19.

Subsequently, all defendants and relief defendants either defaulted or consented to the entry of a preliminary injunction against them (with some differences unique to the circumstances of each party). *See* Docs. 35, 43, 44, 82, 85, 172, 174-77. On July 11, 2019, the Court entered a Consolidated Receivership Order, which is now the operative document governing the Receiver's activities. Doc. 177 (the "**Consolidated Order**").[3] Pursuant to the Consolidated Order and its predecessors (*see* Docs. 7, 44), the Receiver has the duty and authority to (1) administer and manage the business affairs, funds, assets, and any other property of the Receivership Entities; (2) marshal and safeguard the assets of the Receivership Entities; and (3) investigate and institute legal proceedings for the benefit of the Receivership Entities and their investors and other creditors as the Receiver deems necessary.

On June 26, 2019, the Department of Justice, through the United States Attorney's Office for the Middle District of Florida (the "**DOJ**"), moved to stay

[3] On April 23, 2021, the Court reappointed the Receiver for purposes of 28 U.S.C. § 754, but the order of reappointment attaches and incorporates the Consolidated Order by reference. *See* Doc. 390. As such, the provisions of the Consolidated Order continue to govern the Receiver's mandate upon reappointment. *Id.*

this litigation to protect an ongoing criminal investigation. Doc. 149. The Court granted the DOJ's motion on July 12, 2019, but exempted the Receiver's activities from the stay. Doc. 179. The Court also required the DOJ to provide periodic status reports during the stay. *Id.*

On August 8, 2019, defendant Anile pled guilty to three counts involving the scheme – (1) conspiracy to commit wire and mail fraud; (2) engaging in an illegal monetary transaction; and (3) filing a false income tax return. *See United States of America v. Joseph S. Anile, II,* Case No. 8:19-cr-334-T-35CPT (M.D. Fla.) (the "**Anile Criminal Action**" or "**ACA**"). A copy of Anile's plea agreement was attached as Exhibit A to the Receiver's Second Interim Report. Doc. 195. On November 18, 2020, Anile was sentenced to imprisonment of 120 months and supervised release of three years. ACA Doc. 56. He was also ordered to pay restitution of $53,270,336.08. *Id.*

Anile subsequently filed a motion seeking a downward departure (*i.e.*, sentence reduction) due to his cooperation with the government and other relevant factors. On January 24, 2023, the judge presiding over the Anile Criminal Action granted his motion and, in relevant part, reduced his term of imprisonment to "time served" plus 12 months of home confinement and an additional two years of supervised release. *See* ACA Docs. 76, 77. In the Receiver's opinion, this reduction was due to Anile's cooperation with the

Department of Justice, his assistance to the Receiver in collecting assets, and in large part, his significant health issues.

Similarly, on December 17, 2019, a federal grand jury returned a two-count indictment against defendant DaCorta, alleging conspiracy to commit wire and mail fraud as well as engaging in an illegal monetary transaction. *See United States of America v. Michael J. DaCorta,* Case No. 8:19-cr-605-T-02CPT (M.D. Fla.) (the "**DaCorta Criminal Action**" or "**DCA**"). A copy of the original indictment was attached as Exhibit A to the Receiver's Third Interim Report, and a copy of a superseding indictment, which added an additional count related to tax evasion, was attached as Exhibit D to the Receiver's Eighth Interim Report. *See* Docs. 229, 393.

On May 4, 2022, after two weeks of testimony and argument before the Honorable William F. Jung and less than four hours of deliberation, a jury found DaCorta guilty on all three counts. DCA Doc. 192. On October 20, 2022, Judge Jung sentenced DaCorta to imprisonment of 276 months (*i.e.*, 23 years) for his role in the Ponzi scheme underlying this enforcement action. DCA Doc. 234. Judge Jung also ordered DaCorta to pay restitution in the amount of $53,270,336.08, jointly and severally with defendant Anile (although the Receiver has already recovered and sold both individuals' material assets).

On January 14, 2022, the DOJ moved the Court to extend the stay in this enforcement action for an additional six months to protect its ongoing

investigation. Doc. 467. The Court granted the motion and extended the stay until July 24, 2022. Doc. 470. After the DOJ declined to further extend the stay, the Court noted its expiration on July 24, 2022, and ordered the parties to confer and file a case management report by August 8, 2022. Doc. 652. Pursuant to that report and the Court's related order, the CFTC's enforcement action against all defendants was scheduled for trial in December 2023. On August 19, 2022, DaCorta filed a motion to dismiss the CFTC's complaint (Doc. 663), which the court denied during a hearing on December 22, 2022 (Doc. 701). DaCorta filed an answer to the complaint on December 28, 2022 (Doc. 704).

On June 13, 2023, the CFTC entered into a consent order with defendant Montie, and on June 28, 2023, the agency entered into a consent order with defendant Haas. The CFTC also entered into consent orders with defendants Anile, Duran, OIG, Oasis Management, and Satellite Holdings. On December 15, 2023, the Court granted the CFTC's motion for entry of the consent orders. *See* Docs. 783, 786-90. The orders require the defendants to disgorge their ill-gotten gains and to pay a civil penalty. The Receiver is collecting the disgorgement amounts and distributing the money through the claims process. As further explained in Section V.1., the Receiver also entered into parallel settlement agreements with defendants Montie and Haas.

On July 17, 2023, the CFTC filed a motion for summary judgment against defendant DaCorta (Doc. 749), and on the same day, DaCorta filed a

motion for summary judgment against the CFTC (Doc. 750).[4] Mediation between the CFTC and DaCorta was unsuccessful. On December 6, 2023, the Court granted the CFTC's motion for summary judgment and denied DaCorta's motion. Doc. 780. The Court found that DaCorta had no evidence to contest any material claim of the CFTC. *Id.* The Court entered judgment against DaCorta in the amount of $53,270,336.08 plus post-judgment interest and a civil penalty of $8,453,628.48. DaCorta is appealing the Court's order. He filed an appellate brief and voluminous index on June 25, 2024. The CFTC's response is due on August 28, 2024, and DaCorta's reply is due on October 2, 2024. *See generally C.F.T.C. v. DaCorta*, Case No. 24-10132-AA (11th Cir.).

II. Overview of the Receiver's Findings

The Consolidated Order authorizes, empowers, and directs the Receiver to "investigate the manner in which the financial and business affairs of the Receivership Defendants were conducted…." Doc. 177 ¶ 44. Pursuant to that mandate, the Receiver obtained and reviewed records from Receivership Entities and third parties. The Receiver has formed certain conclusions based

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

on his review of a portion of the records received and interviews with employees, lawyers, accountants, and others.

As demonstrated by Anile's 2019 guilty plea, DaCorta's 2022 criminal conviction following a two-week jury trial, and the Court's order granting the CFTC's motion for summary judgment, there is abundant evidence that the defendants were operating a fraudulent investment scheme. The scheme began with the sale of preferred shares in OIG, which is registered in the Cayman Islands. The shares promised a 12% dividend that was to be derived from trading by a related company: first, Oasis Global FX, Limited and then Oasis Global FX, S.A. – *i.e.*, the Oasis Pools. These companies were registered in New Zealand and Belize, respectively, and were purportedly introducing brokers that would trade currencies or currency-related contracts. The 12% return was to be derived from trading profits and transaction income earned by the brokers. The preferred shares were sold to investors through a private placement memorandum that contained significant false representations and omitted numerous material facts, including that DaCorta, the "Chief Investment Officer," was prohibited from currency trading through a prior regulatory action in the United States. As the scheme grew, other companies – Oasis Management and Satellite Holdings – were used to gather investments and funnel them into the scheme. Preferred shareholders became purported "lenders" (although the entities continue to have shareholders to this day) who

were told they were lending money to certain defendants. Investors were regularly sent statements showing an account with a principal amount and accrued and accruing earnings. All of this was false, as confirmed by defendant Anile's guilty plea and DaCorta's conviction.

As the scheme matured, the perpetrators created a website that investors could access to view their purported accounts. Investors' account pages showed that they were credited with a 1% "interest" payment each month plus, on a daily basis, a portion of purported trading income earned by the scheme's forex trading entity.[5] The scheme was successful and proliferated because of the continued deception of the investors with respect to their purported accounts. They were led to believe that they held valuable loan accounts that continually earned money when, in fact, the scheme appears to have been insolvent since its inception. As an example, when the CFTC stopped the scheme in April 2019, the fraudulent website showed investors that they were owed an aggregate of over $120 million. In truth, OIG only had

[5] Specifically, many investors were told by those perpetrating the scheme that the investors would receive a portion of the "spread pay" that Oasis Global FX, S.A. earned from its purported role as a broker of forex transactions for OIG. The spread pay, however, was nothing more than a markup on all transactions and served to increase the losses in the OIG account. No spread pay (or any portion thereof) was ever distributed to an investor. Rather, it was a ruse used to deceive investors into believing that they were receiving enhanced returns when, in fact, fictitious amounts were being credited to their fraudulent accounts. In truth, Oasis Global FX, S.A. and its traders conducted continually and routinely unprofitable trades and lost almost all the investors' money. The fabrication of returns based on purported spread pay was an integral part of the system through which the perpetrators lured investors into the scheme.

liquid assets of less than $10 million and was continually losing money. At the time the CFTC asked the Court to freeze the Receivership Entities' accounts, OIG was accruing debt obligations to its investors in excess of $1 million per month. OIG was losing money and had no ability to satisfy its obligations to its investors, but insiders were regularly representing to investors that its operations were profitable. Over time, some investors withdrew a portion or even all of their investment amounts. No payment was ever made from successful operations or trading, and all distributions were made from the deposits of other investors.

The Receiver's analysis indicates that a total of approximately $80 million was raised from investors.[6] An analysis from the beginning of 2017 indicates that approximately $20 million was deposited for trading, which resulted in substantial losses. The remainder of the money raised from investors was used to make Ponzi payments to other investors, to pay expenses to perpetuate the scheme, and to enrich the defendants. Through the claims process discussed below in Section VI, investors and other creditors have submitted hundreds of claims totaling approximately $70 million.

[6] To the extent these numbers differ from those alleged by the CFTC, the Receiver understands that the CFTC only considered transactions within the pertinent statute of limitations while the Receiver is reviewing all available transactions.

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

Through the Consolidated Order and its predecessors, the Court directed the Receiver to implement the asset freeze and to marshal and safeguard all property belonging to the defendants and relief defendants. Pursuant to this mandate and as explained in prior interim reports, the Receiver seized and liquidated luxury real estate, sports cars, and precious metals, among other things. The Court has never exempted any cash or other property from the asset freeze for the payment of defendant DaCorta's legal expenses. Indeed, the Office of the Federal Public Defender represented DaCorta during his criminal trial and subsequent conviction and sentencing.

On July 29, 2022, Ronald J. Kurpiers, II, a private attorney, entered a notice of appearance in this action on DaCorta's behalf.[7] Doc. 654. Kurpiers

[7] On February 10, 2023, Kurpiers also filed notices of appearance and substantively identical objections to the report and recommendation issued by the presiding Magistrate Judge approving the first interim distribution on behalf of six claimants: Casey Utter (Docs. 709, 723); Michelle Utter (Docs. 710, 718); Robert Parker Utter (Docs. 711, 722); Henry Fuksman (Docs. 712, 717, 721); John Paniagua (Docs. 713, 716, 720); and Lance Wren (Docs. 714, 715, 719). According to an engagement agreement the Receiver has obtained, Winters retained Kurpiers and paid him $10,000 to file those frivolous documents. The agreement described Winters and Kurpiers as co-counsel. DaCorta, however, was convicted of defrauding Oasis investors, including the aforementioned objectors, and sentenced to 23 years in prison. As such, Kurpiers simultaneously represents both the convicted mastermind of the Oasis scheme and certain of his adjudicated victims. The Receiver has not attempted to determine whether that conflict is waivable, and if so, whether Kurpiers has obtained the requisite waivers, but pertinent rules of professional conduct are certainly implicated. A clear purpose of DaCorta's litigation efforts is to remove the Receiver for the purported benefit of his victims, who Winters and Kurpiers also claim to represent.

(footnote cont'd)

has since filed a motion for summary judgment, opposed the CFTC's motion for summary judgment, taken the Receiver's deposition, and otherwise prepared this case for trial. These activities raise a question central to the Receiver's mandate: With his assets frozen, who is paying DaCorta's legal expenses? The answer is troubling.

On July 25, 2023, the Receiver served a subpoena on Kurpiers, and in response, he produced an Attorney Retainer Agreement (the "**Retainer Agreement**"), effective July 29, 2022. According to that Retainer Agreement, Brent Winters is an "Attorney" for his "Client/Defendant[,] Michael J. DaCorta." (Emphasis added.) As explained on prior occasions, however, Winters has represented himself to be an attorney-in-fact pursuant to certain power of attorney agreements (and sometimes an attorney-at-law) for more than 400 victim-investors. Determining the nature and scope of Winters' representation has been difficult because of gamesmanship and inconsistent positions. The Receiver has reviewed or engaged in numerous conversations with investors associated with Winters, and they do not draw or understand any distinction between an "attorney-at-law" and an "attorney-in-fact."

In that regard, Winters is acting as co-counsel for DaCorta while also purporting to represent more than 400 claimants. As explained in this section, he has ghostwritten or otherwise taken numerous positions adverse to the claimants' interests, including seeking the dismissal of the Receivership and baselessly asserting that Anile and DaCorta committed no wrongdoing. The Receiver has found no evidence indicating that this glaring conflict of interest has been disclosed to or waived by the claimants.

- As early as April 16, 2020, investors began to raise money for their "attorney," Brent Winters. *See, e.g.,* email from Michele Utter to investors, dated 4/16/23 ("Greg will be preparing a list of all of the donors for Brent. Brent will send a letter to the Receiver notifying him that he is now representing these people, and all future correspondence regarding them should be sent to him.").

- Winters appears to have been recruited by a small number of Oasis investors that identify themselves as the "Oasis Helpers." The group has its own website (oasisreplevin.net), which is rife with false and misleading information as well as personal attacks against the Receiver, his professionals, the CFTC, and prosecutors. The Receiver believes this website is intended to deceive claimants while seeking contributions to fund frivolous legal efforts attacking the Receiver and the Receivership while defending DaCorta. As explained in more detail below, this website and group bear all the hallmarks of "recovery fraud."

- Winters required investors to sign a "Power of Attorney" form, which stated that Winters would act as each investor's "**Counsel** and Agent" (emphasis added) and listed numerous types of legal services he would provide, including (1) "[t]o commence, prosecute, discontinue, or defend all actions or other legal proceedings touching upon my property;" (2) "[t]o defend, settle, adjust, make allowances, compound, submit to arbitration, and compromise all accounts, reckonings, claims, and demands whatsoever;" and (3) "[t]o appear, cross-examine witnesses, take deposition(s), offer evidence in my defense, submit [a]ffidavits and other pertinent paperwork, plead or defend on my behalf before any competent court of [j]urisdiction respecting the aforesaid case and any derivative thereof."

- Winters moved the Court in the Clawback Action for admission *pro hac vice* (CA Doc. 585) to represent investors, but on November 9, 2020, Magistrate Judge Thomas G. Wilson denied the motion for failure to comply with pertinent requirements (CA Doc. 648).

- Winters again moved the Court in the Clawback Action for admission *pro hac vice* (CA Doc. 652), but on November 19, 2020, Magistrate Judge Wilson again denied the motion for failure to comply with pertinent requirements (CA Doc. 659).

- Despite the foregoing, in an undated letter to the Receiver's counsel in the Clawback Action, Winters wrote, "I do not represent, as attorney at law, any clients in the United States District Court for the Middle District of Florida, Case No: 8:20-cv-00862: *Burton Wiand, as Receiver for Oasis International Group, Ltd.; Oasis Management, LLC; and*

> *Satellite Holdings Company, Plaintiff v. Chris and Shelley Arduini, et al., Defendants*. Therefore, please direct no communication to me as though I represent, as an attorney-at-law, or have otherwise entered an appearance for any client in the above-referenced case; I have not." The "Power of Attorney" forms, however, make clear that the services he promised to provide claimants included legal representation, and the Receiver believes that his machinations regarding the nature of his representation reflect the dishonesty of his activities.

- In April 2022, approximately 342 of the claimants associated with Proof of Claim Forms submitted by Winters indicated on their Personal Verification Forms that Winters does **not** represent them in connection with the claims process.

- Since then, Winters has continued to claim in communications with the Receiver that he "represents" more than 400 claimants.

In any event, as an attorney-at-law, an attorney-in-fact, or both depending on whether it suits him, Winters has adopted a fiduciary position with respect to hundreds of investors and is providing them with legal representation, but he also represents defendant DaCorta – the criminally convicted (and now also civilly liable) architect of the Oasis fraud. In the Receiver's opinion, this obfuscation is a ruse intended to induce victims to entrust their claims to Winters while avoiding the jurisdiction of this Court and its ability to impose sanctions and other discipline.

According to the Retainer Agreement, Winters paid Kurpiers **$100,000** to act as "Co-Counsel" with Winters on DaCorta's behalf in this CFTC enforcement action and in the Receiver's Clawback Action (*see infra* § V.2.b.). Kurpiers was also supposed to sponsor Winters for admission *pro hac vice* in both cases, but they have never filed the requisite motions.

Who is Paying Winters and Kurpiers to Simultaneously Represent Both DaCorta and His Adjudicated Victims? The Receiver is aware of attempts to extract additional money from victim-investors beginning as early as 2019. These attempts are usually premised on the false assertion that an individual can help the investors recover all of their money if the investor only pays the self-proclaimed white knight a few thousand dollars to procure his or her services. This is known as recovery fraud.[8] For example, in August 2019, a GoFundMe campaign was created to retain an individual named Abe Cofnas, who the "Oasis Helpers" and presumably Winters used to discredit the Receivership process by falsely claiming to know the location of recoverable money. A second round of funding was solicited in November 2019.

Similarly, the "Oasis Helpers" began soliciting "donations" from investors for Winters as early as April 2020. The amount of money that Winters has charged investors for his purported services is unknown at this time, but the Receiver has prepared a subpoena, which he is attempting to serve. Winters has not responded to communications asking if he will accept service of the subpoena. As such, the Receiver has attempted to serve Winters at least four times at four separate addresses across three states. To date,

[8] *See* www.cftc.gov/LearnAndProtect/AdvisoriesAndArticles/RecoveryFrauds.html.

efforts at service have been unsuccessful because Winters apparently has no discernable residence, and his published office address is a UPS store.

In addition, the Receiver has subpoenaed and received documents from the bank that transferred $100,000 to Kurpiers and has uncovered that those funds were derived from deposits made by certain Oasis investors who have claimed to be represented by Winters. The bank account is controlled by Winters, his wife, and certain Oasis investors. The Receiver has also served a subpoena on Intermountain Precious Metals, which received more than $190,000 in funds from the account. That company has refused to comply with the subpoena. The Receiver has obtained local counsel in Idaho and filed a motion to compel the company's compliance and for sanctions. *See Wiand, as Receiver v. Intermountain Precious Metals LLC*, Case No. 1:24-mc-00086-AKB (D. Idaho). Through one of its owners, the company filed a document opposing the motion to compel, and the Receiver submitted a reply to that document on May 3, 2024. The Idaho court struck the company's filing on June 18, 2024, and ordered it to retain counsel or otherwise advise the court as to "how it will be represented in this matter" by July 19, 2024. To date, the company has not retained counsel, but its owner did file a document attempting to invoke the Fifth Amendment privilege against self-incrimination.

Winters and the "Oasis Helpers" Have Disrupted this Receivership. Aside from the conflicts of interest and unaccounted funds

discussed above, Winters and his affiliates have repeatedly disrupted this Receivership and imposed unnecessary fees and costs on the Receivership Estate. For example, in mid-April 2022, approximately 150 individuals filed a substantively identical document entitled "Beneficiary's Notice And Objection To Receiver's Continued Operations In The Absence Of Discovery, Hearing, And Final Judgment" (the "**Notices**"). *See* Docs. 489-586, 588-636 (stricken filings). The Notices asked the Court to prohibit the Receiver from making any distributions to any claimants until a final judgment has been entered in this action.[9] On April 18, 2022, the Court *sua sponte* struck the documents from the docket as a "scheme" to undermine the Receivership. *See* Doc. 638 at 7 ("[T]he deluge of identical filings seems to the Court merely to be a scheme — clearly led and directed by one person or a group of people — to disrupt the orderly administration of this Receivership case."). The Court was correct. It now appears that Winters and the "Oasis Helpers" created a PDF template that automatically generated the frivolous Notices.

As another example, Kurpiers filed a second motion to dismiss the CFTC's complaint in this action on August 19, 2022, seeking, among other things, to dissolve the Receivership. Doc. 663. The Court held a hearing on

[9] Claimants had no legitimate reason to obstruct the first interim distribution. The Notices continued a pattern of behavior by Winters and others, which seeks to advance defendant DaCorta's interests at the expense of his victims.

December 22, 2022, which the Receiver's counsel attended along with the CFTC's attorneys from Kansas City, but during the hearing, Kurpiers immediately abandoned all his arguments and conceded that his motion should be denied. Winters did not appear or present any arguments. *See* Doc. 701. Kurpiers nevertheless complained about the fees charged by the Receiver and his professionals, but bad-faith filings like DaCorta's second motion to dismiss, the Notices, and the untimely, irrelevant objections to the Magistrate Judge's report and recommendation approving the first interim distribution only increase costs to the Receivership, lessen recoveries for all claimants, and waste judicial and governmental resources.[10]

Winters and the "Oasis Helpers" Have Disrupted the Claims Process and the First Interim Distribution. Winters and his affiliates have also repeatedly disrupted the claims process and imposed unnecessary costs on the Receivership Estate.

- Winters submitted more than 400 Proof of Claim Forms on behalf of investors, all of which failed to comply with the Court-approved rules governing the claims process. For example, Winters signed the Proof of Claim Forms even though the rules required personal verification under penalty of perjury by each claimant. Winters also materially altered the Proof of Claim Forms by striking important language, and he often

[10] Defendants in the Clawback Action have filed similarly obstructive documents, including baseless motions to quash service and an appeal of the Court's order denying those motions that the Eleventh Circuit dismissed *sua sponte* for lack of jurisdiction. They then refused to participate in the case, and default judgments were entered against them. They asserted their Fifth Amendment privilege against self-incrimination in response to post-judgment discovery and have generally refused to pay the amounts owed. The Receiver believes these actions and filings were coordinated by Winters and the "Oasis Helpers."

sought payment for unrecoverable items like false profits and interest. The Receiver could have denied all these claims, but instead, he afforded Winters and the claimants several opportunities to cure the deficiencies. This delayed the claims process and caused the Receivership Estate to incur unnecessary fees and costs.

- To cure the claimants' failure to execute their Proof of Claim Forms, the Receiver developed, and the Court approved, a Personal Verification Form. In April 2022, approximately 342 of the claimants associated with Proof of Claim Forms submitted by Winters indicated on their Personal Verification Forms that Winters does **not** represent them in connection with the claims process. Such reoccurring gamesmanship also delayed the first interim distribution and increased Receivership costs.

- Contrary to the Court's instructions, Winters materially altered and submitted 29 Personal Verification Forms (along with frivolous declarations) to the Receiver that were, once again, not executed by the associated claimants. This resulted in the otherwise avoidable denial of approximately 14 claims. These claimants are now confused about why they have not received a first interim distribution check, but at this point, the Receiver can only ask them to direct their questions to Winters.

- Winters listed his contact information on Address Confirmation Forms, but those forms often conflicted with other instructions from claimants. When the Receiver's professionals contacted certain claimants to clarify the situation, the claimants directed the Receiver **not** to send their distribution checks to Winters, as indicated on their Address Confirmation Forms. This raised concerns about whether checks were being diverted.

- Most recently, Winters claimed the Receiver failed to send first interim distribution checks to certain claimants and also sent checks to others that purportedly bounced or were invalid. The Receiver's professionals investigated the allegation and determined that all the "bad" checks were deposited by claimants and cleared the pertinent account(s).

Winters and the "Oasis Helpers" Have Also Disrupted The Second Interim Distribution. Earlier this year, the Receiver obtained the Court's approval of a second interim distribution of $9 million. On April 10, 2024, the Receiver and several of his professionals began receiving by email so-

called "Final Address Confirmation Forms" from claimants represented by Winters. *See* Doc. 811-4. The forms claim to prevent the Receiver from wasting resources by purportedly requiring the Receiver to send distribution checks and related communications only to Winters. To the contrary, the Final Address Confirmation Forms unnecessarily caused significant expense to the Receivership and delayed the second interim distribution. The forms were sent to four emails associated with the Receivership and generally also copied winterslaw@nym.hush.com and info@oasisreplevin.net. This means each form was received in quadruplicate. The Receiver's professionals were forced to review these unnecessary forms to confirm that there was no change to the mailing information for a distribution check. Despite these unnecessary obstacles, the Receiver mailed checks to claimants with approved claims on April 30, 2024. These and related matters are further explained in the Receiver's Supplemental Interim Report Regarding the Continuing Obstruction of the Receivership and Possible Recovery Scam Targeting Investor Victims (*see* Doc. 811), which was submitted to law enforcement and is also available on the Receivership website.

The Receiver continues to bring these matters to the Court's attention because he believes they present serious conflicts of interest and will only result in additional damages to victim-investors. Most recently, DaCorta retained Stephen Preziosi, Esq. of New York. Mr. Preziosi was served with a

subpoena and produced a limited number of documents which indicate that he has been paid over $155,000 to represent DaCorta in his appeal of the Court's order granting summary judgment against him. That appeal is intended, in part, to undermine the Receivership and the rights of the claimants. While Mr. Preziosi has not clarified the source of his funding, he was clearly recruited by Winters and the "Oasis Helpers," including an individual named Greg Mellick, who is a leader of that group. Records produced to date indicate that the funding came from a check ($80,000) from one of the scheme's victims (a 78-year-old investor from New Hampshire) and a wire transfer from an undisclosed source. Mr. Preziosi has refused to produce communications with the "Oasis Helpers" or other documents relating to the funding of the appeal and his engagement. The Receiver also continues to investigate possible violations of the asset freeze and will likely request a status conference to further discuss these issues with the Court. Finally, as mentioned above, the Receiver is pursuing contempt sanctions against Intermountain Precious Metals and will continue to pursue Winters and his purported "helpers" regarding their most questionable conduct.

ACTIONS TAKEN BY THE RECEIVER

During this reporting period, the Receiver has taken steps to fulfill his mandates under the Consolidated Order and its predecessors. Doc. 177 ¶ 56.A.

III. Securing The Receivership Estate

Attached as **Exhibit A** to this Interim Report is a cash accounting report showing (1) the amount of money on hand from January 1, 2024, less operating expenses plus revenue, through March 31, 2024, and (2) the same information from the beginning of the Receivership (as opposed to the current reporting period). *See* Doc. 177 ¶ 56.B. & C. This cash accounting report does not reflect non-cash or cash-equivalent assets. Thus, the value of any uncollected or unsold property discussed below is not included in the accounting report. From April 1, 2024, through June 3o, 2024, the Receiver collected $47,262.83.[11]

A. Cooperation with the Department of Justice, Federal Bureau of Investigation, and U.S. Marshals Service

As discussed more fully in the Receiver's First Interim Report (Doc. 113), on April 17, 2019, the DOJ, through the United States Attorney's Office for the Middle District of Florida, filed a civil forfeiture action against almost all the properties identified in § III.C below (which were already under the Receiver's

[11] As explained in footnote 1, to the extent possible, the Receiver has included in this Interim Report transactions and events occurring after June 30, 2024, to give the Court and others the most current overview of the Receiver's activities. Money collected after that date, however, is not reflected in Exhibit A. Those collections will be included in the Receiver's next interim report.

control pursuant to the Consolidated Order and/or its predecessors). *See United States of America v. 13318 Lost Key Place, Lakewood Ranch, Florida et al.,* Case No. 8:19-cv-00908 (M.D. Fla.) (the "**Forfeiture Action**" or "**FA**") (FA Doc. 1 ¶ 1). In addition, the Federal Bureau of Investigation ("**FBI**") instituted administrative forfeiture proceedings against, at minimum, the vehicles described in § III.D.1 and the cash, gold, and silver described in § III.D.2. The Receiver, the DOJ, and the United States Marshals Service ("**USMS**") reached agreements governing the forfeiture and sale of this property as well as the transfer and remission of the sale proceeds. *See* Doc. 105, Ex. A (Consent Forfeiture Agreement); Ex. B (Memorandum of Understanding or "**MOU**"); Ex. C (Liquidation Plan). On June 7, 2019, the Receiver moved the Court to approve these agreements (Doc. 105), and the Court granted the Receiver's motion on June 13, 2019 (Doc. 112).

The Forfeiture Action and the FBI's administrative forfeiture proceedings are complete, and the Receiver has sold all material assets. On October 9, 2020, the Receiver transferred $3,295,119.94 to the USMS pursuant to the MOU. On May 25, 2021, the Receiver transferred an additional $2,341,505.18 to the USMS pursuant to the MOU. These amounts are listed on Line 12 of Exhibit A (from inception).

In December 2022 and February 2023, these funds were remitted (*i.e.*, returned) to the Receiver along with additional money that the DOJ

repatriated from the United Kingdom. To date, the Receiver has obtained a total of $7,643,420.25 from the Department of Justice in connection with civil and criminal asset forfeitures for distribution through the claims process.

B. Freezing Bank Accounts and Liquid Assets

As explained in the First Interim Report, the Receiver identified and/or froze approximately $11 million at various financial institutions in the United States, the United Kingdom, and Belize. The Receiver opened a money market account for the Receivership at ServisFirst Bank (the "**Receivership Account**").[12] The Receiver has now deposited all the frozen funds into this account. A list of bank or other financial accounts organized by defendant, relief defendant, and/or affiliated entity is attached as **Exhibit B**.[13]

1. The ATC Account in the United Kingdom

On April 18, 2019, the Receiver served London-based ATC Brokers LTD ("**ATC**") with a copy of the SRO and requested that ATC freeze all accounts associated with the defendants and relief defendants. In cooperation with domestic law enforcement and the United Kingdom's National Crime Agency, ATC identified and froze one account in the name of Oasis Global FX, S.A.,

[12] The Receiver also opened a checking/operating account for making disbursements.

[13] During earlier reporting periods, defendants Montie and Haas were required to provide the CFTC and the Receiver with monthly financial statements for certain accounts. The Receiver would then update Exhibit B every quarter to reflect the most recent monthly balances. Due to their settlements with the CFTC and the Receiver, Montie and Haas are no longer required to provide the monthly statements. Exhibit B now labels the accounts "Settlement" with a frozen balance of $0.00 and a liquidated balance of $0.00.

which contained $2,005,368.28. During October 2021, the DOJ recovered those funds pursuant to certain international agreements. As noted above, the Receiver petitioned the government for remission of those and other funds. In December 2022 and February 2023, portions of the funds were transferred to the Receiver. The funds have been distributed to victim-investors through the claims process.

2. Financial Assets in Belize

Shortly after his appointment, the Receiver learned that Oasis Global FX Limited owned an account (x4622) at Choice Bank Limited ("**Choice Bank**") in Belize. On June 29, 2018, however, regulators in Belize revoked Choice Bank's license and appointed a liquidator. During October 2021, the Receiver recovered a total of $55,960.78 from the liquidator.

The Receiver also learned that Oasis Global FX, S.A. had an account at Heritage Bank Limited ("**Heritage Bank**") in Belize containing $500,000. The money served as a bond that allowed Oasis Global FX, S.A. to operate as a broker-dealer in Belize. On May 7, 2019, the Belize International Financial Services Commission suspended the entity's trading licenses. On October 22, 2019, the Receiver and defendant Anile executed corporate documents to take legal control of Oasis Global FX, S.A. (in addition to the powers conferred by the Consolidated Order). To bring finality to this matter, the Receiver retained new local counsel in Belize with the Court's approval. *See* Docs. 478, 488.

Although the Financial Services Commission sent Heritage Bank a letter on September 1, 2022, authorizing release of the funds, Heritage Bank continued to raise procedural hurdles to such an extent that the Receiver began to question the bank's good faith and solvency. Finally, on June 16, 2023, the bank wired $497,148.87 to the Receiver. That money has since been distributed through the claims process. While the bank's actions were irregular, if not dishonest, the Receiver has determined not to pursue this matter further due to the expense and complications inherent in litigating in Belize.

C. Securing Real Property

The Receivership Estate contained numerous parcels of real property, including single-family homes, condominiums, and a waterfront office building.[14] In the Consolidated Order and its predecessors, the Court directed the Receiver to "[t]ake all steps necessary to secure the business and other premises under the control of the Receivership Defendants" (Doc. 7 at 15-16) and to "take immediate possession of all real property of the Receivership Defendants, wherever located, including but not limited to all ownership and leasehold interests and fixtures" (Doc. 44 ¶ 19; Doc. 177 ¶ 19).

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

1. All Receivership Real Estate Has Been Sold

The Receiver has sold all real property in the Receivership Estate. These properties included the Oasis office, DaCorta's and Anile's personal residences, and other properties used by DaCorta's relatives or others assisting him in the operation of Oasis scheme. The transactions are explained in prior interim reports and summarized in the following chart. The "Net Recovery" column represents the amounts transferred to the Receivership Estate at closing after satisfying any claims against the properties (like mortgages and taxes) and paying closing costs and commissions.

PROPERTY	SALE PRICE	NET RECOVERY
444 Gulf of Mexico Drive Longboat Key, Florida	$2,100,000	$1,994,155.06
13318 Lost Key Place Lakewood Ranch, Florida	$1,100,000	$1,038,704.75
6922 Lacantera Circle Lakewood Ranch, Florida	$2,050,000	$372,823.83
4064 Founders Club Drive Sarasota, Florida	$1,875,000	$581,712.41
4058 Founders Club Drive Sarasota, Florida	$195,000	$186,252.37
7312 Desert Ridge Glen Lakewood Ranch, Florida	$846,000	$774,740.08
16804 Vardon Terrace #307 Lakewood Ranch, Florida	$198,000	$187,542.50

16804 Vardon Terrace #108 Lakewood Ranch, Florida	$212,000.	$204,312.38
16904 Vardon Terrace #106 Lakewood Ranch, Florida	$184,000	$177,104.89
17006 Vardon Terrace #105 Lakewood Ranch, Florida	$198,000	$187,813.91
6300 Midnight Pass Rd., No. 1002, Sarasota, Florida	$913,000	$863,654.69

2. Defendant Montie's Real Property

Defendant Montie owned real estate in Hauppauge, New York. He expressed a desire to sell the property and identified a potential purchaser. The Receiver commissioned an independent appraisal and confirmed that the proposed sale price of $505,000 reflected market value. Montie conferred with the CFTC and the Receiver, and the parties agreed to the sale. On December 22, 2020, the Court granted Montie's unopposed motion to permit the sale. Doc. 342. The transaction closed on April 23, 2021. After payment of a mortgage and closing costs, the net proceeds of the sale were $278,274.46. Those funds were being held in escrow, but pursuant to the Court-approved settlement agreement between Montie and the Receiver (*see infra* § V.1.e.), the money was released from escrow and has been applied to the settlement amount. The

funds have been or will be distributed through the claims process. In total, Montie has paid or will pay $549,410.88 into the Receivership.

3. Defendant Haas's Real Property

Defendant Haas owns (jointly with his wife) a property in New York, which he estimated to be worth approximately $502,000. An evaluation by the Receiver indicates he has few assets that could be subject to collection efforts. As mentioned in Section V.1.d., the Receiver settled claims against Haas for $50,000, to be paid in monthly installments beginning on January 11, 2024, with the final installment due in October 2025. This was done because it was unlikely that any other collection efforts would produce more than the cost of collection.

D. Securing Personal Property

1. Vehicles

On April 18, 2019, FBI agents executed search warrants and seized, among other things, luxury automobiles purchased by certain defendants and relief defendants. The FBI then instituted administrative forfeiture proceedings against the vehicles. On October 11, 2019, the Receiver filed a motion seeking the Court's approval of his plan to auction the vehicles pursuant to the MOU. Doc. 192. The Court granted the motion on October 29, 2019. Doc 194. Orlando Auto Auction sold vehicles that were not underwater, which resulted in a recovery of approximately $307,714. The Receiver obtained

the sale proceeds in January 2020. The Receiver has sold all forfeited vehicles and collected all related funds.[15] For more information, please see the Receiver's prior interim reports.

2. Cash and Precious Metals

Law enforcement agents also seized cash, gold, and silver from DaCorta and Anile that was hidden in their residences. On November 4, 2019, the Receiver moved the Court to approve a procedure for the sale of the metals, and the Court granted the motion on November 7, 2019. *See* Docs. 197, 200. After obtaining several bids from companies that deal in precious metals, the Receiver sold the gold and silver to International Diamond Center for $657,382.25. *See* Doc. 205. The Receiver has sold all forfeited metals and collected all related funds. For more information, please see the Receiver's prior interim reports.

3. Other Personal Property

When the Receiver and his representatives visited certain defendants' residences on April 18, 2019, they observed and photographed potentially valuable items, including art, antiques, collectibles, sports memorabilia, and jewelry. The defendants were instructed that all such personal property is

[15] During a previous reporting period, the Receiver and defendant Montie coordinated to sell his 1996 Mercedes 500SL for $10,500. Those funds were being held in escrow along with the proceeds from the sale of his New York property. The escrow agent was authorized to release those funds so they could be applied toward the satisfaction of the settlement between Montie and the Receiver.

subject to the asset freeze, and they were not to sell, transfer, or otherwise dispose of anything without the Receiver's authorization. These obligations have since been modified by the pertinent settlement agreements between certain defendants, the CFTC, and the Receiver. To date, the Receiver has identified and/or seized the property listed in **Exhibit C**.[16] He has sold most items as set forth in the exhibit.

E. Securing the Receivership Entities' Books and Records

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

F. Operating or Related Businesses

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

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

IV. Retention of Professionals

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

On May 30, 2019, the Receiver moved the Court to approve his engagement of the following legal, accounting, and other professionals: (1) f/k/a Wiand Guerra King P.A. f/k/a Guerra King P.A. n/k/a Guerra & Partners, P.A. ("**WGK**" or "**GK**" or "**G&P**"), a law firm; (2) KapilaMukamal, LLP ("**KM**"), a forensic accounting firm; (3) PDR CPAs ("**PDR**"), a tax accounting firm; (4) RWJ Group, LLC ("**RWJ**"), an asset management and investigations firm; and (5) E-Hounds, Inc. ("**E-Hounds**"), a technology and computer forensics firm. *See* Doc. 87. On June 6, 2019, the Court granted the Receiver's motion for approval to retain these professionals. Doc. 98. The Receiver has also retained special counsel to assist with the repatriation of foreign assets: Wayne A. Piper and Flores Piper LLP in Belize (Doc. 488) and Maples Group in the Cayman Islands (Doc. 187).

On March 5, 2020, the Receiver filed a motion seeking to retain Sallah Astarita & Cox, LLC (the "**Sallah Firm**") on a contingency fee basis to

investigate and pursue claims against FAI. Doc. 238. Similarly, on March 20, 2020, the Receiver moved the Court to approve his retention of Sergio C. Godinho as a litigation consultant to assist the Receiver's and the Sallah Firm's investigation and prosecution of those claims. Doc. 253. FAI opposed both motions, and after related briefing, on April 7, 2020, the Court granted the Receiver's motions, thereby approving his engagement of the Sallah Firm and Mr. Godinho. Doc. 261. As explained in Section V.1.a., the Receiver has since resolved his claims against FAI.

On March 24, 2020, the Receiver moved the Court to approve the engagement of John Waechter and Englander Fischer to assist the Receiver and his primary counsel with clawback litigation. Doc. 285. The Court granted the Receiver's motion on April 13, 2010. Doc. 264. As explained in Section V.2.b. below, the Receiver was pursuing litigation against numerous defendants, but that litigation is now substantially complete, and the Receiver has begun collecting the judgments obtained.

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

also granted the Receiver's motion to approve the engagement of Thomas Bakas as a litigation consultant. *See* Docs. 412, 415.

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

As referenced above, the Receiver has retained Jed W. Manwaring of Evans Keane LLP as local counsel in Idaho to enforce the subpoena served on Intermountain Precious Metals as part of the Receiver's continuing investigation into the activities of Winters and his associates.

Finally, Phillips Lytle LLP is assisting the Receiver as local counsel in New York in connection with the collection of a clawback judgment.

V. Pending and Contemplated Litigation

The Consolidated Order requires this Interim Report to contain "a description of liquidated and unliquidated claims held by the Receivership Estate, including the need for forensic and/or investigatory resources; approximate valuations of claims; and anticipated or proposed methods of enforcing such claims (including likelihood of success in (i) reducing the claims to judgment and (ii) collecting such judgments.)." Doc. 177 ¶ 56.E. The

following subsections address both asserted and unasserted claims held by the Receivership Estate and certain related litigation.

1. Completed and Related Litigation

a. Fundadministration, Inc.

As explained above in Section IV, the Court authorized the Receiver to retain the Sallah Firm to investigate and pursue claims against FAI on a contingency fee basis. The Receiver and FAI mediated their dispute on October 13, 2020, and subsequently reached an agreement regarding the Receiver's claims. On February 8, 2021, the Receiver moved the Court to approve the parties' agreement (Doc. 368), and on February 25, 2021, the Court granted the Receiver's motion (Doc. 376). On or about March 1, 2021, FAI transferred net settlement proceeds of $3,555,000.00 to the Receiver. FAI also reached an agreement with the CFTC, which provided for its dismissal as a relief defendant from the agency's enforcement action. *See* Docs. 364, 366. As such, FAI is no longer a party to any litigation involving the Receiver or the CFTC.

b. The Government's Civil Forfeiture Action

The Department of Justice instituted administrative and civil forfeiture proceedings against certain assets of defendants in the CFTC Action. These actions are essentially complete. Judgments of forfeiture have been entered against all defendant properties in the civil forfeiture action. *See* FA Docs. 60, 63, 65, 67. The FBI's administrative forfeiture action against certain personal

property is also complete. As of the Ninth Interim Report, the Receiver had sold all material, forfeited real and personal property in the Receivership Estate. As a result of the criminal convictions of defendants Anile and DaCorta, the government obtained more than $53 million in additional forfeiture orders, but the debts are unlikely to be satisfied because those individuals have few, if any, remaining assets.

c. The Anile Criminal Action

Defendant Anile pled guilty to several felony charges regarding the scheme, and the court in the Anile Criminal Action accepted his guilty plea on October 15, 2019. ACA Docs. 19, 27. He was sentenced to imprisonment of 120 months (*i.e.*, 10 years) and supervised release of three years. He was also ordered to pay restitution of $53,270,336.08. Anile reported to prison on June 1, 2022, in Rochester, Minnesota. Anile subsequently filed a motion seeking a downward departure (*i.e.*, sentence reduction) due to his cooperation with the government and other relevant factors. On January 24, 2023, the judge presiding over the Anile Criminal Action granted his motion and, in relevant part, reduced his term of imprisonment to "time served" plus 12 months of home confinement and an additional two years of supervised release. *See* ACA Docs. 76, 77. Anile's significant health problems were important considerations in the reduction of his sentence.

d. Settled Pre-Litigation Claims Against Haas

On June 28, 2023, the Receiver entered into a mediated settlement agreement with defendant Haas, pursuant to which Haas will pay $50,000 to the Receivership Estate. The Receiver based the settlement amount largely on Haas's limited income and assets. Haas anticipates paying the settlement amount by selling certain auto parts, which became exempt from the asset freeze upon execution of the settlement agreement. The Court has approved the Receiver's settlement with Haas. *See* Doc. 793. Upon satisfaction of the settlement agreement and the CFTC's consent order, the asset freeze will be lifted with respect to Haas's remaining property.

e. Settled Litigation Against Montie

The Receiver sued Raymond P. Montie, III for the recovery of fraudulent transfers and unjust enrichment but also for breaching his fiduciary duties to Oasis International Group, Ltd. and related entities and for aiding and abetting the criminal breaches of fiduciary duties owed to those entities by Anile and DaCorta. *See Wiand v. Montie,* Case No. 8:20-cv-863-TPM-SPF (M.D. Fla.) (the "**Montie Litigation**"). The Receiver has settled this litigation for $549,410.88. The settlement was reached after the evaluation of the Receiver's claims and the prospects of collection. Certain escrowed funds as well as monies already seized by the Receiver have been credited to the settlement amount. Montie must pay the remainder pursuant to a negotiated schedule.

The Court has approved the Receiver's settlement with Montie. *See* Doc. 793. Upon satisfaction of the settlement agreement and the CFTC's consent order, the asset freeze will be lifted with respect to Montie's remaining property.

f. Settled Pre-Litigation Claims Against Portela, Marchiony, and Dribusch

During a prior reporting period, the Receiver reached pre-litigation settlement agreements with Leo Portela, Rob Marchiony, and Stephen Dribusch. Pursuant to the agreements, Portela will pay the Receiver $5,000, Marchiony will pay $139,657, and Dribusch will pay $30,000. The Receiver reached these settlement amounts through careful consideration of the individuals' roles in the scheme and their respective financial resources, including the need for expensive collection efforts. The Court has approved the Receiver's settlement with Portela, Marchiony, and Dribusch. *See* Doc. 793.

g. Settled Claims Against Gil and Charis Wilson, Mario Nicolaou, MCN Management Advisors, Inc., and Rocco Garbellano

The Receiver reached pre-litigation settlement agreements with insiders Gil Wilson and Charis Wilson as well as Mario C. Nicolaou and MCN Management Advisors, Inc. Pursuant to the agreements, the Wilsons will pay the Receiver $107,500 according to an installment schedule. Nicolaou and his entity, MCN Management Advisors, will pay the Receiver $140,000. Again, the Receiver reached these settlement amounts through careful consideration of

the individuals' roles in the scheme and their respective financial resources, including the need for expensive collection efforts. On July 31, 2024, the Court granted the Receiver's motion to approve the settlements. *See* Doc. 827.

The Receiver also settled claims against Rocco Garbellano, but that settlement required filing suit and material litigation. Specifically, the Receiver obtained a judgment of $327,928.51 against Garbellano in the Clawback Action (as defined below). Garbellano then filed bankruptcy in the United States District Court for the Southern District of New York. To resolve those matters, Garbellano will cede his interest in certain real estate to the Receiver. That property will then be sold, and the Receiver will be entitled to retain $165,000 or the net sale proceeds, whichever is greater. On July 29, 2024, the Receiver moved the Court for approval of the settlement. *See* Doc. 826. That motion is currently pending.

h. The DaCorta Criminal Action

As noted above, defendant DaCorta was indicted in a separate but related criminal action. DCA Doc. 1. A copy of the initial indictment was attached as Exhibit A to the Receiver's Third Interim Report, and a copy of the superseding indictment was attached as Exhibit D to the Receiver's Eighth Interim Report. DaCorta stood trial in April 2022, and after two weeks of testimony and argument, a jury found him guilty on all counts, including mail and wire fraud and money laundering. On October 20, 2022, the Honorable

William F. Jung sentenced DaCorta to imprisonment of 276 months (*i.e.*, 23 years) for his role in the Ponzi scheme underlying this enforcement action. Judge Jung also ordered DaCorta to pay restitution in the amount of $53,270,336.08, jointly and severally with defendant Anile (although the Receiver has already recovered and sold both individuals' material assets). DaCorta was taken into custody and is in prison. He appealed his conviction, but on May 1, 2024, the Eleventh Circuit affirmed the trial court. *See United States of America v. DaCorta*, Case No. 22-13564 (11th Cir.). As such, this matter is concluded.

2. Pending and Related Litigation

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

a. The Receiver's General Clawback Litigation

The Court found that entry of the Consolidated Order was necessary and appropriate for the purposes of marshaling and preserving all assets, including in relevant part, assets that "were fraudulently transferred by the Defendants and/or Relief Defendants." Doc. 177 at 2. The Court also authorized the Receiver "to sue for and collect, recover, receive and take into possession all Receivership Property" (*id.* ¶ 8.B.) and "[t]o bring such legal actions based on law or equity in any state, federal, or foreign court as the Receiver deems

necessary or appropriate in discharging his duties as Receiver" (*id.* ¶ 8.I.). Similarly, the Court authorized, empowered, and directed the Receiver to "prosecute" actions "of any kind as may in his discretion, and in consultation with the CFTC's counsel, be advisable or proper to recover and/or conserve Receivership Property." *Id.* ¶ 43.

Pursuant to that mandate, the Receiver obtained pre-suit clawback settlements collectively worth $246,497.09. On April 14, 2020, the Receiver filed a complaint against almost 100 non-settling investors, seeking to recover approximately $4.4 million plus costs and prejudgment interest. A copy of the complaint can be found on the Receiver's website (the "**Clawback Action**"). Through the Clawback Action, the Receiver obtained post-suit or post-judgment settlements worth approximately $1,214,917.09, and default judgments worth approximately $2,145,880.47. The liability portion of the Clawback Action is complete, but the Receiver continues to register default judgments, seek writs of garnishment, and employ other collection mechanisms, including post-judgment discovery.

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

As explained in Section IV above, the Court approved the engagement of the Sallah Firm to further investigate and prosecute claims against ATC and its affiliates. The Court also approved the engagement of Thomas Bakas as a

litigation consultant. On May 28, 2021, the Receiver filed suit against ATC Brokers Ltd., David Manoukian, and Spotex LLC. The complaint asserts claims for aiding and abetting fraud, aiding and abetting breaches of fiduciary duties, recovery of fraudulent transfers from ATC, gross negligence, and simple negligence. The Receiver is seeking both compensatory and punitive damages. A copy of the complaint was attached as Exhibit D to the Receiver's Ninth Interim Report and is also available on the Receiver's website.

Mediation occurred in May 2022, but the parties did not resolve their dispute. The district court supervising this action granted motions to dismiss with prejudice filed by the defendants based on standing issues, but the Receiver believed the judge misapplied relevant Eleventh Circuit precedent. As such, the Receiver filed a notice of appeal. An appellate mediation was unsuccessful. The Receiver filed his opening brief on March 3, 2023. The Eleventh Circuit also authorized the filing of an *amicus curiae* brief in support of the Receiver's position by the National Association of Federal Equity Receivers. The appellees filed their responses, and the Receiver submitted a reply. Oral argument occurred on March 5, 2024. On March 19, 2024, a three-judge panel of the Eleventh Circuit issued an opinion written by Chief Judge William Pryor Jr. vacating, reversing, and remanding the district court's order dismissing the Receiver's claims with prejudice. *See Wiand v. ATC Brokers Ltd., et al.,* Case No. 22-13658 (11th Cir.). The appellate court found that the

Receiver has standing to pursue his fraudulent transfer claims worth more than $20 million against ATC Brokers Ltd. The appellate court also ruled that the trial court's dismissal of the Receiver's tort claims should have been without prejudice. As such, the Receiver intends to replead those claims. The Receiver and his counsel are considering the appropriate next steps and balancing any possible recovery against the uncertainty of further litigation. Currently, the Receiver intends to aggressively pursue this case on remand before the district court.

c. The Receiver's Litigation Against Doug Clark

On July 1, 2022, the Receiver filed a complaint against former Oasis sales agent Doug Clark and his entity, Clark Asset Management Co., alleging fraudulent transfers, unjust enrichment, and aiding and abetting breaches of fiduciary duty and seeking the recovery of $120,000. *See Burton W. Wiand, as Receiver for Oasis International Group, Ltd, et al. v. Clark Asset Management Co. & Douglas Clark*, Case No. 8:22-cv-01512 (M.D. Fla.). A copy of the complaint is available on the Receiver's website. The complaint alleges that Clark, a former registered investment advisor who had worked with DaCorta on a previous fraudulent scheme, helped onboard Oasis investors. The defendants failed to respond, and on September 26, 2022, the Clerk of the Court entered defaults against Clark and Clark Asset Management Co. On October 31, 2022, the Receiver filed motions for default judgments against both

defendants. On April 18, 2023, the Receiver obtained a default judgment against the defendants in the amount of $146,092.90 plus prejudgment interest. C. Doc. 20. Collection efforts are underway.

3. Contemplated Litigation

As mentioned above, the Receiver is asserting claims against sales agents and others (like Clark, Portela, Marchiony, Dribusch, the Wilsons, Nicolaou, and MCN Management Advisors) where the Receiver believes individuals have liability and an action appears to be of economic benefit to the Receivership.

a. Contemplated Litigation Against Insiders

The Receiver is considering litigation against certain OIG insiders, including principals, sales agents, employees, "traders," and others. On the one hand, the Receiver can assert legal and equitable claims that are independent of and distinct from any claims the government can assert, either through the CFTC, the DOJ, or otherwise. On the other hand, the Receiver seeks to avoid duplicating efforts made (or to be made) by the government to conserve resources and avoid unnecessary litigation. For example, the Receiver likely will not pursue independent litigation against defendant Anile because the DOJ has already obtained a multi-million-dollar criminal forfeiture judgment against him. The Receiver and the government have seized "his" assets, including the house in which he was living (Founders Club), the cars he and

his wife were driving, and other personal property. Most of these assets have already been sold. DaCorta is subject to a forfeiture judgment as part of his criminal conviction in an amount similar to the judgment against Anile. To avoid unnecessary expenditures, the Receiver will rely on that judgment to acquire assets DaCorta might still retain.

The Receiver has entered into tolling agreements with several parties and nonparties. This affords the Receiver additional time to resolve matters and to reach agreements, establish liability, and recover assets with minimal need for litigation or at least litigation funded by the Receivership Estate. The Receiver sent several demand letters, which resulted in the recent settlements described above. *See supra* § V.1.d-g. The Receiver will continue to issue demand letters and bring litigation when and if necessary.

VI. Claims Process

As explained more fully in prior interim reports, the Receiver – with the Court's approval – has established a claims process through which he is distributing the proceeds of the Receivership Estate to creditors, including defrauded investors. The Claim Bar Date (as defined in Doc. 230 – *i.e.*, the deadline for submitting claims to the Receiver) was June 15, 2020. As of that date (with minimal exceptions), investors and other creditors submitted approximately 800 proof of claim forms totaling approximately $70 million.

Anyone who did not submit a proof of claim form by that date is barred from participating in a distribution from the Receivership Estate.

On March 7, 2022, the Court granted the Claims Determination Motion. Doc. 482. The Court also expressly approved and implemented the Receiver's proposed Objection Procedure (*see* Doc. 439 at pp. 44-45):

> The Objection Procedure as set forth in the Motion for objections to the plan of distribution and the Receiver's claim determinations and claim priorities is logical, fair, and reasonable and is approved, and any and all objections to claim determinations and claim priorities as set forth in the Motion or Exhibits 1 through 5, or to the plan of distribution shall be presented to the Receiver in accordance with the Objection Procedure as set forth in the Motion.

Doc. 482 ¶ 5. The Receiver then posted a copy of the Court's Order on the Receivership website.[17] The Receiver also sent substantively identical information to claimants and other interested parties via email. On March 25, 2022, the Receiver mailed more than 1,000 customized letters to claimants, and if applicable, their attorneys. As such, the Court-ordered deadline for submitting objections to the Receiver's claim determinations was **April 14, 2022**. *See* Doc. 439 § VIII.A.(c) at p. 45. Many claim determinations also required the associated claimant(s) to submit additional information to the Receiver – most commonly, a Personal Verification Form but, in some instances, supplemental information like bank statements or affidavits.

[17] *See* www.oasisreceivership.com.

On December 9, 2022, the Receiver moved the Court for an order (1) approving a first interim distribution of $10 million; (2) approving the Receiver's final determinations regarding unperfected or incomplete claims; and (3) overruling limited objections to certain claim determinations. Doc. 695. The first interim distribution of $10 million will satisfy approximately 17.51% of the "Allowed Amounts" (*see* Doc. 439 at 10) of claims receiving a distribution at this time (as set forth in Exhibits 1 and 2 of the motion). No party or nonparty timely opposed the motion or any of the matters discussed therein.

On January 27, 2023, the presiding Magistrate Judge issued an order recommending that the Receiver's distribution motion be granted. Doc. 705. Certain investors objected to the Magistrate Judge's order, but those objections were both untimely and without merit. On March 15, 2023, the Court overruled the objections, adopted the report and recommendation, and authorized the first interim distribution. Doc. 730.

On April 6, 2023, the Receiver mailed distribution checks by U.S. Mail to those who were entitled to receive one and did not require address confirmation. For more information, please see the Receiver's status report on the first interim distribution, which was filed on July 13, 2023. Doc. 747. Importantly, the distribution checks, as stated both on the check itself and in the accompanying letter, were required to have been negotiated within 120 days – *i.e.*, by August 4, 2023. After 120 days, unnegotiated checks became null

and void, and the money would have reverted to the Receivership. Fortunately, no checks have reverted to the Receivership at this time.

The Court's orders regarding distribution provide specific procedures that claimants must follow. On previous occasions, Mr. Winters and/or a "Helpers' Group" have advised claimants to not follow the Receiver's and the Court's instructions. At this point, following the advice of Mr. Winters or the "Helpers' Group" that is inconsistent with the Court's prior orders will not be excused and such conduct may result, and in some cases has resulted, in the forfeiture of distributions.

On February 28, 2024, the Receiver moved the Court to approve a second interim distribution of $9,000,000 to approved claimants. Doc. 805. On March 22, 2024, the Magistrate Judge recommended that the Court approve the distribution. Doc. 808. This time, no one objected to the Magistrate Judge's report and recommendation. On April 8, 2024, the Court approved the second interim distribution. Doc. 810. Despite the unnecessary obstacles created by Winters and the "Oasis Helpers" (*see* Doc. 811), the Receiver mailed distribution checks to claimants with approved claims on April 30, 2024. Pursuant to certain claimants' instructions, the Receiver sent approximately 283 checks worth approximately $3.2 million to a designated mailing address associated with Winters, which the Receiver has learned is a UPS Store. As expressly approved by the Court (*see* Doc. 812), the Receiver also mailed

courtesy copies of the pertinent checks and correspondence to each associated claimant. Additional funds on hand will be retained for continued operation of the Receivership and potential exposure from ongoing litigation.

VII. The Next Ninety Days

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

CONCLUSION

Investors and other creditors of the Receivership Entities are encouraged to periodically check the Receiver's website (www.oasisreceivership.com) for current information concerning this Receivership. The Receiver and his counsel have received an enormous amount of emails and telephone inquiries and have had to expend significant resources to address them. While the Receiver and his staff are available to respond to any inquiries, to minimize those expenses, investors and other creditors are strongly encouraged to consult the Receiver's website before contacting the Receiver or his counsel. Should the website not answer your question, please reach out to us. The Receiver continues to encourage individuals or attorneys representing

investors who have information that might be helpful in securing further assets for the Receivership Estate or identifying other potential parties who might have liability to either the Receivership Estate or investors to email Edwina Tate at Edwina@BurtonWWiandPA.com. The Receiver can be contacted by phone at 727-460-4679 or by email Burt@BurtonWWiandPA.com.

Dated this 31st day of July 2024.

Respectfully submitted,

s/ Burton W. Wiand
Burton W. Wiand, Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 31, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

s/ Jared J. Perez
Jared J. Perez, FBN 0085192
Jared.Perez@JaredPerezLaw.com
Jared J. Perez P.A.

and

Maya Lockwood, FBN 0175481
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GUERRA & PARTNERS, P.A.
The Towers at Westshore
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Tampa, FL 33607
Tel. (813) 347-5100

Attorneys for Receiver, Burton W. Wiand

EXHIBIT A

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership
Civil Court Docket No. 8:19-cv-00886-VMC-SPF
Reporting Period 04/01/2024 to 06/30/2024

		Details	Subtotal	Grand Total	Notes
Line 1	**Beginning Balance (As of 04/01/2024)**			$ 10,882,496.18	
	Increases in Fund Balance				
Line 2	Business Income				
Line 3	Cash and Securities				
Line 4	Interest/Dividend Income	$ 25,474.44			Interest Income
Line 5	Asset Liquidation	$ 1,291.50			Items Auctioned
Line 6	Third-Party Litigation Income	$ 19,796.89			Settlements
Line 7	Other Miscellaneous	$ 700.00			Reissue Fees
	Total Funds Available - Totals Line 1 - 7		$ 47,262.83	$ 10,929,759.01	
	Decreases in Fund Balance				
Line 9	Disbursements to Investors		8,981,536.33		
Line 10	Disbursements for Receivership Operations				
10.a.1	Receiver	$ 40,525.76			
10.a.2	Guerra King	$ 104,228.08			Professional Fees
10.a.3	KapilaMukamal LLP	$ 77.18			Professional Fees
10.a.4	PDR Certified Public Accts	$ 7,821.25			Professional Fees
10.a.5	RPM Financial				Professional Fees
10.a.6	Englander Fisher				Professional Fees
10.a.7	The RWJ Group	$ 627.50			Professional Fees
10.a.8	E Hounds	$ 13,315.00			Professional Fees
10.a.9	Maples Group	$ -			Professional Fees
10.a.10	Jared J Perez PA	$ 30,548.95			Professional Fees
10.a.11	Other Professional Fees	$ 6,216.50			Professional Fees
Line 10	Total Disbursements to Receiver/Professionals		$ 203,360.22		
10b	Third-Party Litigation Expenses				
10c	Asset Expenses		243.52		Bank Charges
10d	Tax Payments				
	Total Disbursements for Receivership Ops.		$ 203,603.74		
Line 11	Disbursements Related to Distribution Expenses				
Line 12	Disbursement to Court/Other				
Line 13	Other				
	Total Funds Disbursed - Total Lines 9 - 13			$ 9,185,140.07	
Line 14	**Ending Balance (as of 06/30/2024)**			**$ 1,744,618.94**	

Standardized Accounting Report Form

Standardized Accounting Report for Oasis Management LLC Receivership
Civil Court Docket No. 8:19-cv-00886-VMC-SPF
From Inception to 06/30/2024

		Details	Subtotal	Grand Total	Notes
Line 1	**Beginning Balance**			-	
	Increases in Fund Balance				
Line 2	Business Income	$ 53,335.13			Rental/Mortgage Income
Line 3	Cash and Securities	$ 9,158,582.33			Cash from Frozen Accts.
Line 4	Interest/Dividend Income	$ 760,165.79			Interest Income
Line 5	Asset Liquidation	$ 7,900,650.41			Sale of Real Estate/Misc.
Line 6	Third-Party Litigation Income	$ 5,344,032.83			Settlements, etc
Line 7	Other Miscellaneous	$ 7,787,974.26			Remitted Funds & Misc.
	Total Funds Available - Totals Line 1 - 7		$31,004,740.75	$ 31,004,740.75	
	Decreases in Fund Balance				
Line 9	Disbursements to Investors		$18,842,493.32		
Line 10	Disbursements for Receivership Operations				
10.a.1	Receiver	$ 515,861.22			Professional Fees
10.a.2	Guerra King	$ 2,158,639.32			Professional Fees
10.a.3	KapilaMukamal LLP	$ 320,452.44			Professional Fees
10.a.4	PDR Certified Public Accts	$ 102,746.85			Professional Fees
10.a.5	RPM Financial	$ 84,036.92			Professional Fees
10.a.6	Englander Fisher	$ 534,401.18			Professional Fees
10.a.7	The RWJ Group	$ 100,636.30			Professional Fees
10.a.8	E Hounds	$ 163,817.97			Professional Fees
10.a.9	Maples Group-	$ 54,811.60			Professional Fees
10.a.10	Jared J. Perez	$ 135,442.06			Professional Fees
10.a.11	Other Professional Fees	$ 98,244.56			Professional Fees
Line 10 a	Total Disbursements to Receiver/Professionals		$ 4,269,090.42		
10b	Third-Party Litigation Expenses		$ 42,160.00		
10c	Asset Expenses		$ 357,181.93		Condo Fees, Insurance Repairs, Maint & Utilities
10d	Tax Payments		$ 109,117.36		County Sales & Propery Tax
	Total Disbursements for Receivership Ops.		$ 4,777,549.71		
Line 11	Disbursements Related to Distribution Expenses				
Line 12	Disbursement to Court/Other		$ 5,637,625.12		Remission to USMS
Line 13	Other		$ 2,453.66		Cayman Registration Fee
	Total Funds Disbursed - Total Lines 9 - 13			$ 29,260,121.81	
Line 14	**Ending Balance (as of 06/30/2024)**			**$ 1,744,618.94**	

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

Receiver:

By: _____ Burton W. Wiand, Receiver
Signature Printed Name

Date: 7/30/2024

EXHIBIT B

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

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

Account Name by Party or Affiliate	Account	Authorized Signer(s)	Bank	Account Type	Status	Still Frozen	Liquidated
Raymond P. Montie	*4500	Raymond P. Montie	Fidelity Investments	Investment Account	Underwater	-$24.82	$0.00
Raymond P. Montie	*2805	Raymond P. Montie	TD Bank	Premier Checking	Liquidated	$0.00	$138,508.73
Raymond P. Montie	*3802	Raymond P. Montie	TD Bank	Savings	Settlement	$0.00	$0.00
Raymond P. Montie	*2148	Raymond P. Montie	TD Bank	TD Beyond Checking; Old Income Account; Closed by TD Bank	Closed	$0.00	$0.00
Raymond P. Montie; Danielle TerraNova	*3934	Raymond P. Montie	TD Bank	Relationship Checking	Closed	$0.00	$0.00
RPM 7 LLC	*6068	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	$0.00	$2,395.63
RPM 7 LLC	*1952	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	$0.00	$7,834.46
RPM 7 LLC	*6076	Raymond P. Montie	TD Bank	N/A	Closed	$0.00	$0.00
RPM 7 LLC	*6430	Raymond P. Montie	TD Bank	N/A	Closed	$0.00	$0.00
RPM 7 LLC	*6638	Raymond P. Montie	TD Bank	N/A	Closed	$0.00	$0.00
Diamond BOA LLC	*0306	Raymond P. Montie	TD Bank	Business Convenience Plus	Liquidated	$0.00	$8,130.54
Goose Pond Consulting	*9658	Raymond P. Montie; Danielle TerraNova	NBT Bank	Free Business Checking	Settlement	$0.00	$0.00
Roar of the Lion Fitness, LLC	*1396	Michael Dacorta; Andrew Dacorta	Wells Fargo	Business Choice Checking	Liquidated	$0.00	$17,704.97
Satellite Holdings Company	*8808	John Haas	Wells Fargo	Market Rate Savings	Liquidated	$0.00	$500.42
Satellite Holdings Company	*5347	John Haas	Wells Fargo	General Operating Checking	Liquidated	$0.00	$127,921.13

EXHIBIT C

Property	Units	Estimated Value or Purchase Price	Lien	Status or Disposition	Actual Value or Sale Price
Defendant Anile/4064 Founders Club Drive					
2015 Mercedes Benz SLK 350	1	$28,050.00	$0.00	Forfeited; Sold; Returned; Resold	$23,000.00
2016 Mercedes Benz GLE 400	1	$37,000.00	$0.00	Forfeited; Sold	$31,027.50
100 Ounce Silver Bars	100	$150,900.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
One Ounce Gold Coins	200	$255,320.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
U.S. Currency	N/A	$62,750.00	$0.00	Forfeited; In USMS/FBI Custody; Remission TBD	$62,750.00
Quietsource 48KW Generator	1	$28,017.00	$0.00	Sold by Receiver	$12,500.00
Pool Table	1	TBD	$0.00	Receiver Seeking Return from Anile	TBD
Piano	1	$1,000.00	$0.00	Sold by Receiver	$1,000.00
Jewelry	Misc.	$60,749.00	$0.00	Receiver Seeking Return from Anile	TBD
Bedroom Set	1	$1,000.00	$0.00	Sold by Receiver	$1,000.00
Grandfather Clock	1	TBD	$0.00	Receiver Seeking Return from Anile	TBD
Large Bird Cage/Misc. Items	Misc.	$372.75/Misc.	$0.00	Sold by Receiver	$372.75/Misc.
Misc. Household Items and Furniture	59	$6,000.00	$0.00	Auctioned (Gross Sale Price)	$17,875.00
Defendant DaCorta/13318 Lost Key Place/6922 Lacantera Circle					
2017 Maserati Ghibli S Q4	1	$60,800.00	$43,528.88	Forfeited; Abandoned After Further Investigation	$0.00
2018 Land Rover Range Rover Velar	1	$57,825.00	$0.00	Forfeited; Sold	$48,462.00
2015 Land Rover Range Rover Evoque	1	$25,100.00	$26,129.29	Abandoned Due to Lack of Value Given Lien	$0.00
100 Ounce Silver Bars	64	$96,576.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
$1.00 Silver One Ounce Coins	1,500	$22,635.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
Credit Suisse One Ounce Gold Ingots	3	$3,829.80	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
APMEX.com One Ounce Silver Coins	5	$75.45	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
Lady Liberty $50 Gold One Ounce Coins	7	$8,629.80	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
Lady Liberty $50 Gold One Ounce Coins	40	$48,000.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
Lady Liberty $1.00 Silver One Ounce Coins	120	$2,400.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
"Bitcoin" One Ounce Gold-Plated Coin	1	$1.00	$0.00	Forfeited; Sold; Listed Price is for all Metals	$657,382.25
U.S. Currency	N/A	$160,000.00	$0.00	Forfeited; In USMS/FBI Custody; Remission TBD	$160,000.00
Handgun	1	$517.00	$0.00	Receiver Seeking Return from DaCorta	TBD
Coffee Table	1	$200.00	$0.00	Sold by Receiver	$200.00
Televisions	2	$200.00	$0.00	Sold by Receiver	$200.00
Safe	1	$200.00	$0.00	Sold by Receiver	$200.00
Outdoor Speakers	2	$150.00	$0.00	Sold by Receiver	$150.00

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

Relief Defendant 4Oaks, LLC (Anile)					
2015 Ferrari California T	1	$174,300.00	$0.00	Forfeited; Sold	$100,470.00
Relief Defendant Roar of the Lion Fitness, LLC					
Nutritional Supplement Capsules	11,247	$0.00	$0.00	Disposed - No Commercial Value	$0.00
Promotional Yoga Mats and Hats	357	$0.00	$0.00	Donated to Charity	$0.00
Nutritional Protein Powder	1805	$0.00	$0.00	Disposed - No Commercial Value	$0.00
Nutritional "Pre-Workout" Powder	876	$0.00	$0.00	Disposed - No Commercial Value	$0.00
Nutritional Creatine Powder	861	$0.00	$0.00	Disposed - No Commercial Value	$0.00