

Rodney Welch
13 Fairleas, Sittingbourne,
Kent ME104LS
United Kingdom

Please accept the attached correspondence as our formal notice of objection to the proposed Sanctuary Belize FTC Redress Plan - Docket 18-cv-3309-PJM.

We are Claimants in the referenced Belize Court Order (Claim 582 of 2016) in the Supreme Court of Belize referenced by Don and Laurie Schneck in the attached letters submitted to the The Honorable Judge Peter Messitte.

Sign 

Date 17-02-2021



DON AND LAURIE SCHNECK
464 DEEP RUN ROAD, PERKASIE, PENNSYLVANIA 18944

(610) 505-8883

January 25, 2021

The Honorable Judge Peter Messitte
United States District Court, District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770

LOGGED RECEIVED

FEB 26 2021

AT GREENBELT
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND

19

DEPUTY

In Re: Sanctuary Belize/The Reserve Civil Case – Case No. 18-cv003309-PJM
IN THE SUPREME COURT OF BELIZE, A.D. 2016
CLAIM NO. 582 OF 2016
BETWEEN STEVE MINOR, FRASER IAN LOCKWOOD, ROD WELCH AND DON SCHNECK,
CLAIMANTS
AND
SITTEE RIVER WILDLIFE RESERVE, ECO FUTURES, BELIZE LIMITED, AND SANCTURY BELIZE
PROPERTY OWNERS ASSOCIATION, DEFENDANTS

Dear Judge Messitte:

On January 22, 2021 we received the proposed Reserve Sanctuary Belize – Consumer Redress Plan from the Receiver Robb Evans & Associates, LLC which was submitted by Jonathan Cohen, Counsel to Plaintiff Federal Trade Commission. After careful review, the proposed redress plan treats every previous or current lot owner the same, regardless of situation. Specifically, it failed to recognize our valid Court Order by the Supreme Court of Belize (Claim 582 of 2016) which is still in effect against the Defendants and obtained a full two-years prior to intervention by the FTC.

As mentioned in our communication received by your Honor on August 18, 2020, we referenced a lengthy phone conversation with Mr. Cohen in November of 2019. Paraphrasing, he said he felt for our situation but would not give any weight to our Court Ordered Judgment in Belize, the highest court in the land where the jurisdiction lays, in any disbursement decision related to funds recovered from the assets of the Defendants. He stated the FTC's position would be to oppose us receiving any larger settlement than any other current or former lot owner who had not pursued a legal remedy, and, while he recognized our Court Order with the Supreme Court of Belize, he would oppose us in recovering any monies outside of the overall FTC Redress Plan. Mr. Cohen's redress plan clearly maintains this position. We were hopeful he had reconsidered his position when he grouped our filing in a response to Your Honor in an email regarding other topics related to the case where he said, "the FTC disputes most of what these submissions contain" which included "a lot purchaser's objection to the FTC's as-yet-unfiled redress plan."

In a Memorandum dated August 25, 2020, Your Honor indicated that our correspondence would be addressed at a later date. Now that the FTC has submitted the proposed Reserve Sanctuary Belize – Consumer Redress Plan, we are asking for your consideration to direct the Receiver to uphold the legal obligation and monetary refund we fought so hard to achieve against the Developer and Defendants. We feel it is unjust to take such a complex case, make it into a one size fits all solution and throw out a legal judgement that preceded the intervention by the FTC. In our previous correspondence to Your Honor, we offered a compromise regarding the remaining monies owed to us by the Developer (a copy is attached for your convenience). Please note these figures do not include the \$20,000+ plus spent on legal fees, cost of trips to Belize for court appearances, etc.

On the FTC website under FAQ's, it states that "The Receiver does not control, and therefore, cannot sell the interests of individual lot owners. The Receiver has control of unsold lots and areas of the development that do not belong to individual people. Your lot is not part of the Receivership". The FTC and Receiver acknowledge they have no control over the actual sold lots; yet claim that they have the right to ignore our Belizean Court Order that was obtained prior to the current FTC action and directly tied to our lot (land).

As a side note, the FTC stated that they would not step foot in Belize due to security concerns. We as the Claimants in the above referenced case did so – despite physical, legal and financial threats from the Defendants. Precautions were taken when we traveled to Belize for the trial; we did not accept random ride offers at the airport, our party never separated over the three days spent in Belize, and we used the same driver every day who was a very friendly 6'4" Belizean (with a large machete under his seat). Not all lot owners are the same ... some pursued justice at personal risk.

Thank you for your valuable time and consideration in this matter.

Respectfully,



Don and Laurie Schneck



DON AND LAURIE SCHNECK
464 DEEP RUN ROAD, PERKASIE, PENNSYLVANIA 18944
schneckd@live.com; laschneck@outlook.com
(610) 505-8883

RECEIVED IN THE CHAMBERS OF
PETER J MESSITTE

AUG 18 2020

August 14, 2020

UNITED STATES DISTRICT JUDGE

The Honorable Judge Peter Messitte
United States District Court, District of Maryland, Southern Division
6500 Cherrywood Lane, Suite 475A
Greenbelt, MD 20770

In Re: Sanctuary Belize/The Reserve Civil Case – Case No. 18-cv-03309-PJM
IN THE SUPREME COURT OF BELIZE, A.D. 2016
CLAIM NO. 582 OF 2016
BETWEEN STEVE MINOR, FRASER IAN LOCKWOOD, ROD WELCH AND DON
SCHNECK, CLAIMANTS
AND
SITTEE RIVER WILDLIFE RESERVE, ECO FUTURES BELIZE LIMITED, AND
SANCTUARY BELIZE PROPERTY OWNERS ASSOCIATION, DEFENDANTS

Dear Judge Messitte,

We are writing to you as we understand you are scheduled to issue a determination in the Sanctuary Belize/The Reserve civil case that was brought before you by the FTC. Assuming an adverse finding against the Developer, we have been informed that part of the ruling will involve the difficult task of outlining a procedure directing the appointed Receiver, Robb Evans and Associates, on how funds recovered from the Defendants' assets should be allocated to current and former lot owners.

We have been fighting for almost a decade to recover our monies from the Developer after the purchase of our lot, SR046, in 2011. Once we discovered the development was not progressing as promised and subsequently the undivulged involvement of Mr. Pukke, I became involved as a board member in the Independent Owners of Sanctuary Belize (IOSB) group. The group initially sought to work with the Developer to determine why the pace of development was so slow. The Developer balked at any transparency with regards to financials, and it became clear that their main goal was to sell as many lots as possible with no plans to ever complete the development. The IOSB, which had grown to over 300 lot owners, had no recourse but to take the Developer to court in Belize for breach of contract. Unfortunately, the attorney representing the IOSB went home for lunch two weeks before the scheduled trial and was found dead later that day. (While officially ruled a suicide, it was widely held that he was murdered.) While we did hire a new attorney, the Court would not grant a delay. It was difficult to bring the new legal

team up to speed in just over a week on the extremely complicated scheme being perpetrated by the Developers. Hampered by exceedingly more difficult rules of discovery than in the U.S. courts, we were unsuccessful in reaching many of our key goals at trial.

Emboldened by the verdict, the Developers had their attorneys send letters via certified mail to the Board Members of the IOSB claiming defamation and threatening a lawsuit if we continued to speak about the development. Surprisingly, the key statement they were claiming as defamation was that we accused Mr. Pukke of being a felon, despite the fact we submitted court records at trial from his parole hearing before Your Honor in the United States District Court, District of Maryland, Southern Division. The court documents clearly stated the parole hearing and the type of felony conviction. I am not an attorney, but I believe the FTC's forensic analysis showed that Mr. Pukke siphoned over \$20 million out of the lot sale revenues. Therefore, it is safe to say Mr. Pukke perjured himself on the stand when he claimed he was only a peripheral player in the development assisting with marketing for \$10/hr. We personally attended this hearing.

After both of these legal set-backs, many lot owners sought remedy in the U.S. courts to recover monies from the Developer. All efforts in the U.S Courts were unsuccessful, and all cases were dismissed stating lack of jurisdiction as the development was physically located in Belize. We were instructed that our only recourse was to sue the Developer in Belize.

In 2016, Laurie and I, along with three other lot owners, brought suit against the development for breach of contract in the Supreme Court of Belize. We came to a Court Approved Settlement with the Developer that was certified by The Honorable Judge Abel. The settlement outlined that the Developer (represented by Peter Baker and the law firm of Barrow and Williams, LLP) would refund all monies related to the purchase of our lots plus 12.5% GST in monthly payments over a five-year period. (Please see attached Certified Court Case/Settlement). In regard to our lot purchase, the refund represented \$224,500 that had been paid toward the lot and taxes (\$198,000 in lot payments and \$24,500 in GST). The monthly payments of \$3,300 started July 2017 and continued for 15 months without interruption until November 2018 when the FTC froze the assets of the defendants. We are still owed \$175,000. Additionally, as part of the Settlement, I insisted that Peter Baker sign a release from the false claims of defamation, and he complied (see attached).

Since November 2018, Your Honor appointed a Receiver, Robb Evans & Associates, who subsequently hired Barrow and Williams. This is the same legal firm who represented the Developer's business interests for approximately 15 years. Mr. Cohen, the lead attorney for the FTC told me they strenuously objected to this conflict of interest, but the Receiver moved forward anyway stating a "previous working relationship". That previous working relationship occurred after the conviction of Mr. Pukke in relation to the AmeriDebt scam that was before Your Honor. As part of the financial settlement, Mr. Pukke was to forfeit ~ \$3 million and divest himself from any involvement in the Sanctuary Bay development. This never happened.

Since the Receiver's appointment, two troubling things have happened, from our perspective:

First, it is our understanding that the Receiver was directed to "maintain the status quo" until the civil case in the USDC, District of Maryland, Southern Division was adjudicated. However, in October of 2019, the Developer's legal firm, Barrow and Williams, in coordination with the Receiver, filed an

Application for Stay of Proceedings of Claim 582 of 2016, before the Supreme Court of Belize, and unsuccessfully attempted to have our Court Approved Settlement stayed. This also meant we had to spend more money in legal fees to ensure our Settlement was still in force. Judge Abel ordered the Developer Applicant pay Respondent Claimants (us), BZ\$2,000.00. We have yet to receive the monies from the Applicant to satisfy this judgment.

Second, I had a conversation with Mr. Cohen, the lead attorney from the FTC regarding the financial obligations attached to our Court Ordered Settlement in The Supreme Court of Belize. Paraphrasing, he said he felt for our situation but would not give any weight to our Settlement Agreement in Belize, the highest court in the land where the jurisdiction lays, in any disbursement decision related to funds recovered. He stated the FTC's position would be to oppose us receiving any larger percentage than any other current or former lot owner who had not pursued a legal remedy. He stated the FTC estimated it would recover approximately 8-10% of all lot sale monies from the defendants. In our situation, recovering 10% of our owed monies would be ~ \$17,500 (\$175,000/10). This is less than we have spent on legal fees to recover the monies and \$157,500 less than we are owed under our legal Court Approved Settlement if only reimbursed \$17,500.

I appreciate the efforts that the FTC has gone through to bring the Defendants before The Court. What we strongly disagree with is the Receiver proactively coordinating with the Developer's legal firm to have our Court Settlement stayed in favor of the defendants and the FTC taking a position that a court-ordered financial obligation of the Developer's in the land of jurisdiction has no merit. This, after being told by various U.S. courts that the U.S. has no jurisdiction and our only legal recourse was to take the Developers to court in Belize.

What Mr. Cohen fails to consider is that as part of our Court Approved Settlement, we had to relinquish the rights to our lot; one of fifty lots, out of over thousand sold, that was oceanfront and in walking distance to the marina. The lot sold for US \$400,000. On the FTC website under FAQ's it states "the Receiver does not control, and therefore, cannot sell the interests of individual owners. The Receiver has control of unsold lots and areas of the development that do not belong to individual people. Your lot is not part of the Receivership". The FTC and the Receiver acknowledge they have no control of the actual sold lots; but yet they claim that they have the right to ignore our Belizean Court settlement that was obtained prior to the current FTC action and directly tied to our purchased lot (land).

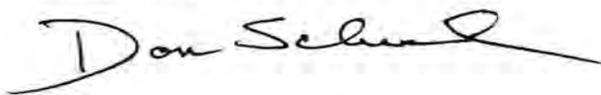
Your Honor, we are asking for your consideration to direct the Receiver to uphold the legal obligation and monetary refund we fought so hard to achieve against the Developer and defendants. We feel it is unjust to take such a complex case and make it into a one-size-fits-all solution, throwing out a legal judgement that preceded the intervention by the FTC. We also understand that the recovered funds are to cover all interested parties' losses. In the case of an adverse decision against the Developer where monies recovered are to be dispersed to current and former lot owners, we would like to offer a compromise regarding the remaining monies owed to us. Instead of asking for all money owed be paid to us in a lump sum, we offer the following proposal:

- Back monthly payments of \$3,300 month owed to us since November 2018 after the assets were frozen and payments stopped be brought up to date in one payment, and

- The remaining monies owed be paid out in monthly payments per our Settlement of \$3,300 per month until the obligation of \$175,000 has been paid. These monies could be paid out of lot sales revenues coming from the lot payments from our former lot. This way, a new Developer who comes in will not be paying monies out of new lot sales.

Thank you for your valuable time and consideration in this matter.

Respectfully,

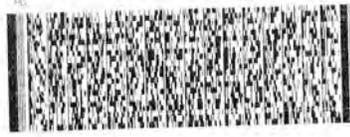
 

Don and Laurie Schneck

Enclosures

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ACTWGT 0.30 KG
CAD 100992065W5XK2300
BILL SENDER
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SHIP DATE 1921
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DESC1 Legal Documents
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COUNTRY OF ORIGIN GB
CARRIAGE VALUE

SIGN Rodney Welch
T/C S

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Despatch Pack CP72 Administration of Great Britain
Administration de Grande Bretagne



From: Name and Address of Sender Nom et Adresse de l'expéditeur
 RODNEY WELCH
 13 FAIRLEAS
 SITTINGBOURNE
 Postcode WF10 4LS ☎ 7951001720
 VAT No / Exporters reference (optional)



A barcoded service label must also be affixed to the parcel.

To: Name and Address of Addressee Nom et Adresse du destinataire
 CLERK'S OFFICE
 6500 CHERRYWOOD LANE
 SUITE 200
 GREENBELT
 Post town and Zip/Postcode MARYLAND 20770
 Country U.S.A. ☎ (301) 344 0660
 Importers reference (if any) (tax code/VAT No/importer code) (optional) Senders Reference (if any)
 Date of Despatch / Date d'expédition 22.2.21
 Gross weight / Poids brut 0.19 kg

CN23 Customs Declaration (Itemised description of all goods contained in the parcel)

Quantity / Quantité	Detailed description of contents / Description détaillée de contenu	HS Tariff No. / No. de la Tarifa de SH	Country of Origin / Pays d'origine des marchandises	Weight / Poids net	Unit Value	Total Value
1	LEGAL DOCUMENTS	-	U.K.	-	-	-

Category of item / Catégorie de l'envoi: Commercial / Commercial Personal / Personnel Other / Autre

Country of origin / Pays d'origine: United Kingdom / Royaume-Uni Other / Autre

Invoice number: Licence number(s): Certificate number(s):

Comments: (e.g. goods subject to quarantine, sanitary/phyto-sanitary inspection or other restrictions)

Signature of Sender / Signature d'expéditeur: *[Signature]*

Please report any damage quickly and retain packaging for later inspection. / Veuillez déclarer tout incident ou dommage dans les plus brefs délais et conserver l'envoi pour inspection ou contrôle.



Declaration CN23
 Despatch Note

Sender
 Insert invoices etc here and seal down by removing peel off strip.
 Invoices etc enclosed. Factures etc incloses.