UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. 16-80055-CIV-DIMITROULEAS

U.S. COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

vs.

OAKMONT FINANCIAL, INC. and
JOSEPH CHARLES DICRISCI,

Defendants.
_____________________________________/

ORDER OF FINAL JUDGMENT BY DEFAULT, PERMANENT INJUNCTION, CIVIL MONETARY PENALTIES, AND OTHER STATUTORY AND EQUITABLE RELIEF AGAINST DEFENDANT JOSEPH CHARLES DICRISCI

I. PRELIMINARY STATEMENT

On January 12, 2016, the U.S. Commodity Futures Trading Commission ("CFTC" or "Commission") filed a Complaint for Injunctive and other Equitable Relief and For Civil Monetary Penalty Pursuant to the Commodity Exchange Act ("Complaint") against Defendants Oakmont Financial, Inc. ("Oakmont") and Joseph Charles DiCrisci ("DiCrisci").

The Complaint alleges that from at least July 16, 2011 and continuing through at least July 27, 2012 (the "Relevant Period"), Oakmont, by and through its employees and agents, solicited retail customers to buy and sell precious metals on a financed basis in transactions that constituted illegal, off-exchange retail commodity transactions. The Complaint also alleges that, during the Relevant Period, Oakmont acted as a Futures Commission Merchant ("FCM") without being registered as such. The CFTC's Complaint alleges that by this conduct Oakmont violated

Sections 4(a) and 4d(a) of the Commodity Exchange Act ("Act"), 7 U.S.C. §§ 6(a) and 6d(a) (2012). The Complaint further alleges that DiCrisci was a controlling person of Oakmont and is therefore liable for Oakmont's violations of the Act pursuant to 7 U.S.C. §13c(b).

The Complaint seeks to enjoin Oakmont and DiCrisci's unlawful acts and practices and to compel compliance with the Commodity Exchange Act (the "Act" or "CEA"), 7 U.S.C. §§ 1 *et seq.* (2012). In addition, the Complaint seeks disgorgement, a civil monetary penalty ("CMP") and other ancillary equitable relief.[1]

DiCrisci was properly served with the Complaint and the Summons on January 19, 2016. (DE 6). DiCrisci further filed a waiver of service on March 7, 2016. (DE 13). The Court granted DiCrisci three extensions to answer the Complaint prior to August 4, 2016. (DE 46). On August 3, 2016, DiCrisci filed a fourth motion for extension of time to answer the Complaint and also moved for an extension of time to submit his Rule 26 disclosures. (DE 43). On August 4, 2016, the Court granted DiCrisci an extension of time to answer the Complaint and submit his Rule 26 disclosures until August 18, 2016. (DE 46). DiCrisci failed to answer the Complaint pursuant to the Court's Order. (DE 48). Accordingly, the Commission filed an Application for Entry of Default against DiCrisci pursuant to Fed. R. Civ. P. 55(a) (DE 48), and on August 23, 2016, the Clerk of this Court entered a default against DiCrisci. (DE 49).

On November 8, 2016, after DiCrisci moved to set aside the default (DE 63), the Court vacated the Clerk's entry of default against DiCrisci. (DE 70). On December 14, 2016, the Court denied DiCrisci's motion to dismiss (DE 78) and ordered that "Defendant DiCrisci shall file his Answer to the Complaint, or file a motion for an extension of time, on or before **December 28, 2016**." (DE 81) (emphasis in original). DiCrisci failed to file an answer or a motion for an extension of time in accordance with the Court's December 14, 2016 Order.

[1] On November 8, 2016, this Court entered default judgment against Oakmont. (DE 71).

On January 3, 2017, the Commission filed an Application for Entry of Default against DiCrisci (DE 84), and on January 4, 2017, the Clerk of this Court entered a default against DiCrisci. (DE 86).

The Commission has submitted its Motion and Supporting Memorandum for Entry of Default Judgment, Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendant Joseph Charles DiCrisci ("Motion and Memorandum") pursuant to Fed. R. Civ. P. 55(b)(2). The Court has carefully considered the Complaint, the allegations of which are well-pleaded and hereby taken as true, as well as the Commission's Motion and Memorandum, and the declaration and exhibits attached thereto. Being fully advised in the premises, the Court hereby:

GRANTS the Commission's Motion against DiCrisci, enters the following Findings of Fact and Conclusions of Law relevant to the allegations in the Complaint, and issues this Order of Final Judgment by Default, Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendant Joseph Charles DiCrisci (hereinafter "Order") pursuant to 7 U.S.C. § 13a-1 (2012), as set forth herein.

II. FINDINGS OF FACT

The Court incorporates by reference the well-pleaded facts alleged in the Complaint. These facts, which Oakmont has not contested by answer or other responsive pleading, are taken as true.

A. The Parties

1. Plaintiff U.S**. Commodity Futures Trading Commission** is an independent federal regulatory agency charged by Congress with the responsibility for administering and

enforcing the provisions of the Act, 7 U.S.C. §§ 1 *et seq.*, and the Commission's Regulations promulgated thereunder, 17 C.F.R. §§ 1.1 *et seq*. (2016).

2. Defendant **Oakmont Financial, Inc.** was a Florida corporation formed in October 2010 that was administratively dissolved in September 2012. Its principal place of business was Boynton Beach, Florida. Oakmont was a telemarketing firm that solicited retail customers to invest in off-exchange retail commodity transactions. Oakmont has never been registered with the Commission in any capacity.

3. Defendant **Joseph Charles DiCrisci** is a resident of New York, New York. DiCrisci was an owner, principal, and controlling person of Oakmont. During the Relevant Period, DiCrisci was not registered with the Commission.

4. For most of the period from February 2002 through March 2005, DiCrisci was registered as an associated person with several introducing brokers registered with the Commission. From November 2003 through March 2005, he was also listed as a principal of one of those firms, which he owned and controlled. On or about May 26, 2005, the National Futures Association ("NFA") Business Conduct Committee issued a complaint alleging that: 1) DiCrisci, his firm, and his employee made deceptive and misleading sales solicitations; and 2) DiCrisci and his firm failed to supervise his employee in connection with such activity. On or about December 20, 2005, an NFA Hearing panel issued a decision barring DiCrisci from NFA membership or associated membership and from acting as a principal of an NFA member for one year. Among other things, the panel ordered DiCrisci to pay a $10,000 fine if, after the expiration of his one-year membership bar, he were granted NFA membership or associated membership or became a principal of an NFA member.

5. On or about July 13, 2010, the Florida Department of Agriculture and Consumer Services issued an Informal Settlement and Immediate Final Order to Cease and Desist Specified Telemarketing Activities against DiCrisci and an entity he owned and controlled that sold investments in precious metals by telephone for: 1) failing to register as a Florida commercial telephone seller; and 2) employing fourteen individuals who failed to register as Florida commercial telephone salespersons. DiCrisci and his firm were ordered to pay a $10,000 fine and to comply with Florida's telemarketing licensing requirements.

B. Related Entities

6. Oakmont introduced customers to **Hunter Wise Commodities, LLC** ("Hunter Wise"), which held itself out as a precious metals wholesaler and clearing firm. Hunter Wise purported to confirm the execution of customer off-exchange retail commodity transactions.

7. Hunter Wise was organized as a California limited liability company in July 2007 and was registered to do business in Nevada. It maintained business addresses in Las Vegas, Nevada and Irvine, California. On its website, Hunter Wise held itself out as "a physical commodity trading company, wholesaler, market maker, back-office support provider, and finance company." Hunter Wise purported to offer, enter into, and confirm the execution of retail commodity transactions involving gold, silver, platinum, palladium, and copper throughout the United States using a network of telemarketing solicitors such as Oakmont that it referred to as "dealers."

8. On February 19, 2014, a court in this District, in an action captioned *CFTC v. Hunter Wise Commodities, LLC*, held that Hunter Wise and other defendants violated 7 U.S.C. §6(a), the prohibition against off-exchange trading of retail commodity transactions like the ones

at issue here. The court granted summary judgment in favor of the Commission. 1 F. Supp. 3d 1311, 1320-1322 (S.D. Fla. 2014).

C. Oakmont Solicited Retail Customers to Enter into Off-Exchange Retail Commodity Transactions and Executed Customers' Off-Exchange Retail Commodity Transactions

9. During the Relevant Period, Oakmont operated as a telemarketing firm that, by and through its employees and agents, solicited retail customers to invest in off-exchange retail commodity transactions involving leveraged precious metals. Although Oakmont also offered precious metals on a fully-paid basis, the majority of its business was in off-exchange retail commodity transactions. Only Oakmont's off-exchange retail commodity transactions through Hunter Wise during the Relevant Period are at issue here.

10. Oakmont's employees conducted nearly all of their solicitations by telephone. When soliciting customers for off-exchange retail commodity transactions, Oakmont's employees represented that to purchase a certain quantity of metal, customers needed to deposit a percentage of the total metal value and arrange for a loan for the remaining amount. Hunter Wise provided the financing for the loans to the customers.

11. After a customer invested, Oakmont contacted Hunter Wise to accomplish the transaction. Oakmont collected the funds needed for the transaction from the customer and sent them to Hunter Wise. Hunter Wise provided back office support services to Oakmont and customer access to the details of the transaction.

12. With respect to retail commodity transactions, Oakmont charged customers commissions, storage and other fees for purchasing the metal and interest on loans to buy metal. Hunter Wise provided Oakmont's share of the commissions and fees to Oakmont after it received the customer's funds from Oakmont.

13. In the leveraged precious metals transactions at issue, Oakmont's customers did not take delivery of precious metals within 28 days. In fact, there was no actual delivery of metals.

14. During the Relevant Period, Oakmont collected at least $2,308,228 from at least 107 customers in connection with retail commodity transactions. Of this amount, at least $735,329 was paid to Oakmont in the form of commissions, mark-ups, storages fees and interest charges.

15. During the Relevant Period, Oakmont solicited and executed retail commodity transactions for customers who were not eligible contract participants ("ECPs"), that is individuals who had amounts invested on a discretionary basis, the aggregate of which exceeds $10 million or $5 million if the individual entered into the transaction to manage risk associated with an asset owned or liability, incurred, or reasonably likely to be owned or incurred, by the individual.

16. Oakmont and Hunter Wise never bought, sold, loaned, stored or transferred any physical metals for the off-exchange retail commodity transactions at issue. Likewise, Oakmont and Hunter Wise never delivered any precious metals to any customers in connection with the leveraged metals transactions at issue.

D. Oakmont Acted as an Unregistered Futures Commission Merchant

17. During the Relevant Period, Oakmont, through its managers, employees and agents, acted as a FCM by soliciting and accepting orders for agreements, contracts, or transactions in retail commodity transactions, and in connection with these transactions accepted at least $2,308,228 from customers.

18. During the Relevant Period, Oakmont failed to register as an FCM.

E. DiCrisci Acted as the Controlling Person of Oakmont

19. At all times during the Relevant Period, DiCrisci was an owner, principal, and controlling person of Oakmont. DiCrisci managed, or controlled those who controlled, the day-to-day operations of Oakmont; determined employee salaries and commission compensation rates; directed payments from Hunter Wise to Oakmont; directed payment from Hunter Wise to another entity he owned or controlled, Joseph Charles Asset Management, Inc.; entered into agreements with Hunter Wise on behalf of Oakmont; and communicated with Hunter Wise on behalf of Oakmont in connection with Oakmont's operations and customer transactions.

20. At all times during the Relevant Period, Oakmont employed individuals to, among other things, solicit retail customers to engage in off-exchange retail commodity transactions. DiCrisci supervised or managed individuals who oversaw the solicitation of funds by Oakmont employees, he was involved in hiring Oakmont employees, and he had authority to fire Oakmont employees.

21. DiCrisci, however, attempted to hide his control over Oakmont. He did not want his involvement with Oakmont known to regulators and others.

III. CONCLUSIONS OF LAW

A. DiCrisci's Failure to Answer Warrants Entry of Default Judgment

22. In light of the well-pleaded facts set forth in the Complaint and in the Commission's submissions in support of its Motion, entry of final judgment by default, permanent injunction, civil monetary penalty and other statutory and equitable relief against DiCrisci is warranted.

B. Jurisdiction and Venue

23. This Court has jurisdiction over the conduct and transactions at issue in this case

pursuant to 7 U.S.C. §§ 2(c)(2) and 13a-1. 7 U.S.C. § 13a-1(a) authorizes the Commission to seek injunctive relief against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order thereunder.

24. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because certain of the transactions, acts or practices, and courses of business alleged to have violated the Act occurred within this District.

C. Oakmont Violated 7 U.S.C. §§ 6(a) and 6d(a)

25. 7 U.S.C. § 2(c)(2)(D) (2012) broadly applies to any agreement, contract, or transaction in any commodity that is entered into with, or offered to, a person who is not an ECP on a leveraged or margined basis, or financed by the offeror, the counterparty, or a person acting in concert with the offeror or counterparty on a similar basis ("retail commodity transactions").

26. 7 U.S.C. § 2(c)(2)(D), provides that, subject to certain exceptions that are not applicable here, retail commodity transactions shall be subject to 7 U.S.C. § 6(a), "as if the agreement, contract, or transaction was a contract of sale of a commodity for future delivery."

27. 7 U.S.C. § 6(a), in relevant part, makes it unlawful for any person to offer to enter into, execute, confirm the execution of, or conduct any office or business anywhere in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with, a contract for the purchase or sale of a commodity for future delivery unless the transaction is conducted on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market.

28. By the conduct described in paragraphs 1 through 16 above, Oakmont violated

7 U.S.C. § 6(a), by offering to enter into, and entering into, retail commodity transactions that were not conducted on a Commission-designated contract market.

29. 7 U.S.C. § 6d(a)(1) provides, in relevant part, that it shall be unlawful for any person to be an FCM unless such person shall have registered with the Commission as an FCM. In pertinent part, 7 U.S.C §6d(a)(1) defines an FCM as "an individual, association, partnership, corporation, or trust…engaged in soliciting or in accepting orders for…any agreement, contract, or transaction described in section 2(c)(2)(C)(i) or section 2(c)(2)(D)(i) of the Act…."

30. By the conduct described in paragraphs 1 through 21 above, Oakmont violated 7 U.S.C. § 6d(a) by acting as an FCM without being so registered with the Commission.

D. Oakmont is Liable for its Employees' Violations Pursuant to 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2

31. Employees of Oakmont committed the acts, omissions and failures described herein within the course and scope of their employment, agency, or office with Oakmont. Therefore, Oakmont is liable under 7 U.S.C. § 2(a)(1)(B) (2012), and 17 C.F.R. § 1.2 (2016), for the employees acts, omissions and failures in violation of 7 U.S.C. §§ 6(a) and 6d(a).

E. DiCrisci is Liable for Oakmont's Violations Pursuant to 7 U.S.C. §13c(b)

32. DiCrisci directly or indirectly controlled Oakmont and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting Oakmont's violations of 7 U.S.C. §§ 6(a) and 6d(a). Pursuant to 7 U.S.C. §13c(b), DiCrisci is therefore liable for each of Oakmont's violations of 7 U.S.C. §§ 6(a) and 6d(a) described in paragraphs 1 through 18 above.

33. Unless restrained and enjoined by this Court, there is a reasonable likelihood that DiCrisci will continue to engage in the acts and practices alleged in the Complaint and in similar acts and practices in violation of 7 U.S.C. §§ 6(a) and 6d(a).

IV. ORDER FOR RELIEF

IT IS HEREBY ORDERED THAT:

A. Permanent injunction

34. Based upon and in connection with the foregoing conduct, pursuant to 7 U.S.C. § 13a-1, DiCrisci is permanently restrained, enjoined and prohibited from directly or indirectly:

a. Offering to enter into, executing, confirming the execution of, or conducting any office or business anywhere in the United States for the purpose of soliciting, accepting any order for, or otherwise dealing in any transaction in, or in connection with, a contract for the purchase or sale of a commodity for future delivery unless the transaction is conducted on or subject to the rules of a board of trade that has been designated or registered by the Commission as a contract market in violation of 7 U.S.C. § 6(a); or

b. Acting as an FCM without being so registered with the Commission as an FCM in violation of 7 U.S.C. § 6d(a).

35. DiCrisci is also permanently restrained, enjoined and prohibited from directly or indirectly:

a. Trading on or subject to the rules of any registered entity (as that term is defined in 7 U.S.C. § 1a(40) (2012);

b. Entering into any transactions involving "commodity interests" (as that term is defined in 17 C.F.R. § 1.3(yy) (2016) for his own account or for any account in which he has a direct or indirect interest;

c. Having any commodity interests traded on his behalf;

d. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

e. Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any commodity interests;

f. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission except as provided for in 17 C.F.R. § 4.14(a)(9) (2016); and/or

g. Acting as a principal (as that term is defined in 17 C.F.R. § 3.1(a)) (2016), agent, or any other officer or employee of any person (as that term is defined in 7 U.S.C. § 1a(38) (2012) registered, exempted from registration, or required to be registered with the Commission except as provided for in 17 C.F.R. § 4.14(a)(9).

V. DISGORGEMENT AND CIVIL MONETARY PENALTY

A. Disgorgement

36. DiCrisci shall pay disgorgement in the amount of $735,329 within ten (10) days of entry of this Order ("Disgorgement Obligation"), and post-judgment interest on the Disgorgement Obligation shall accrue commencing on the date of the entry of this Order and shall be determined using the Treasury Bill rate prevailing on the date of the entry of this Order pursuant to 28 U.S.C. § 1961(2012).

37. To effect payment of the Disgorgement Obligation and the distribution of any disgorgement payments to Oakmont's customers, the Court appoints Melanie Damian, Esq., as

Monitor (the "Monitor").[2] The Monitor shall collect disgorgement payments from DiCrisci and make distributions as set forth below. In a related action also filed in the Southern District of Florida, DiCrisci was ordered to pay the amount of $1,148,174.63. Default Final Judgment, *Damian v. Oakmont Financial, Inc. et al.*, Case No. 9:15-cv-81112-DMM (S.D. Fla. May 23, 2016). For any amount that DiCrisci or Oakmont disburses to the Receiver in that action, or to the Monitor in this action with respect to the Disgorgement Obligation, DiCrisci shall receive dollar-for-dollar credit against his Disgorgement Obligation. This Order does not, in any way, impair the Monitor's rights under the Default Final Judgment entered against DiCrisci in that action.

38. DiCrisci shall make payments of the Disgorgement Obligation to the Monitor and the Monitor shall collect disgorgement payments from Oakmont and make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the Monitor shall not be liable for any action or inaction arising from the Monitor's appointment, other than actions involving fraud.

39. DiCrisci shall make Disgorgement Obligation payments under this Order to the Monitor in the name "Oakmont Financial, Inc. Fund" and shall send such Disgorgement Obligation payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, to the Monitor, at the office of Damian & Valori LLP, 1000 Brickell Avenue, Suite1020, Miami, Florida 33131, under a cover letter that identifies DiCrisci and the name and docket number of this proceeding. DiCrisci shall simultaneously

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[2] On December 5, 2012, the Commission filed a civil enforcement action in the U.S. District Court for the Southern District of Florida against Hunter Wise and various other entities and individuals. See *CFTC v. Hunter Wise Commodities, LLC*, Case No. 9:12-cv-81311-DMM (S.D. Fla.) (the "Hunter Wise Litigation"). On February 22, 2013, the Southern District of Florida appointed Ms. Damian as the Special Monitor and Corporate Manager in the Hunter Wise Litigation. See Order Temporarily Appointing Special Corporate Manager (DE 77). On May 16, 2014, the Court appointed Ms. Damian Equity Receiver for the Hunter Wise entity defendants. See Order of Final Judgment, Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief. (DE 306) In connection with her duties in that matter, Ms. Damian has implemented a Claims Administration Process and Distribution Plan for all customers and creditors of Hunter Wise, among other entities.

transmit copies of the cover letter and the form of payment to the Chief Financial Officer, U.S. Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581.

40. The Monitor shall oversee the Disgorgement Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Oakmont's customers through the Claims Administration Process and Distribution Plan approved and implemented in the Hunter Wise Litigation or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Disgorgement Obligation payments to the Monitor are of a *de minimis* nature such that the Monitor determines that the administrative cost of making a distribution to eligible customers is impractical, the Monitor may, in its discretion, treat such disgorgement payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth below.

41. DiCrisci shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Oakmont's customers to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Disgorgement Obligation payments. DiCrisci shall execute any documents necessary to release funds that he has in any repository, bank, investment, or other financial institution, wherever located, in order to make partial or total payment toward the Disgorgement Obligation.

42. The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Oakmont customers during the previous year. The Monitor shall transmit this report under a cover letter that identifies the name and

docket number of this proceeding to the Chief Financial Officer, U.S. Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, N.W., Washington, D.C. 20581.

43. The amounts payable to each customer shall not limit the ability of that customer from proving that a greater amount is owed from DiCrisci or any other person or entity, and nothing herein shall be construed in any way to limit or abridge the rights of any customer that exist under state or common law.

44. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each customer of Oakmont who suffered a loss is explicitly made an intended third-party beneficiary of this Order and may seek to enforce obedience of this Order to obtain satisfaction of any portion of the Disgorgement Obligation that has not been paid by DiCrisci, to ensure continued compliance with any provision of this Order, and to hold DiCrisci in contempt for any violations of any provision of this Order.

45. To the extent that any funds accrue to the U.S. Treasury for satisfaction of DiCrisci's Disgorgement Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth above.

B. Civil Monetary Penalty

46. DiCrisci shall pay a civil monetary penalty of Two Million and Two Hundred and Five Thousand and Nine Hundred and Eighty-Seven dollars ($2,205,987) within ten (10) days of the date of entry of this Order ("CMP Obligation"), plus post-judgment interest. Post-judgment interest shall accrue on the CMP Obligation beginning on the date of entry of this Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Order pursuant to 28 U.S.C. § 1961 (2012). For any amount that Oakmont disburses to the CFTC as

regards Oakmont's CMP Obligation in this action, DiCrisci shall receive dollar-for-dollar credit against his CMP Obligation.

47. DiCrisci shall pay his CMP Obligation by electronic funds transfer, U.S. postal money order, certified check, bank cashier's check, or bank money order. If payment is to be made other than by electronic funds transfer, then the payment shall be made payable to the U.S. Commodity Futures Trading Commission and sent to the address below:

U.S. Commodity Futures Trading Commission
Division of Enforcement
ATTN: Accounts Receivables
DOT/FAA/MMAC/AMZ-341
CFTC/CPSC/SEC
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-7262
Fax: (405) 954-1620
nikki.gibson@faa.gov

If payment by electronic funds transfer is chosen, DiCrisci shall contact Nikki Gibson or her successor at the address above to receive payment instructions and shall fully comply with those instructions. DiCrisci shall accompany payment of his CMP Obligation with a cover letter that identifies DiCrisci and the name and docket number of this proceeding. DiCrisci shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, U.S. Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

C. Provisions Relating to Monetary Sanctions

48. Partial Satisfaction: Any acceptance by the Commission or the Monitor of partial payment of DiCrisci's Disgorgement Obligation or CMP Obligation shall not be deemed a

waiver of DiCrisci's obligation to make further payments pursuant to this Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

49. Any payments received from DiCrisci pursuant to this Order shall be applied first to satisfy his Disgorgement Obligation.

D. Miscellaneous Provisions

50. Notice: All notices required to be given by any provision in this Order shall be sent by certified mail, return receipt requested as follows:

Notice to Commission:

Director
Division of Enforcement
U.S. Commodity Futures Trading Commission
1155 21st Street, NW
Washington, D.C. 20581

Notice to Monitor:

Melanie Damian, Esq.
Damian & Valori LLP
1000 Brickell Avenue, Suite 1020
Miami, Florida 33131

All such notices shall reference the name and docket number of this action.

51. Change of Address/Phone: Until such time as DiCrisci satisfies in full his Disgorgement and CMP Obligations as set forth in this Order, DiCrisci shall provide the Commission and the Monitor with written notice by certified mail of any change to his telephone number(s) and/or mailing address(es) within ten (10) calendar days of the change.

52. Invalidation: If any provision of this Order or if the application of any provision or circumstance is held invalid, the remainder of the Order and the application of its provisions to any other person or circumstance shall not be affected by the holding.

53. Injunctive or Equitable Relief Provisions: The injunctive and equitable relief provisions of this Order shall be binding upon DiCrisci, upon any person under his authority or control, and upon any person who receives actual notice of this Order by personal service, e-mail, facsimile, or otherwise, insofar as he or she is acting in active concert or participation with DiCrisci.

54. Continuing Jurisdiction of this Court: This Court shall retain jurisdiction of this action to ensure compliance with this Order and for all other purposes related to this action, including any motion by DiCrisci to modify or for relief from the terms of this Order.

55. Copies of this Order may be served by any means, including U.S. Mail, facsimile transmission, e-mail, United Parcel Service, and Federal Express, upon DiCrisci and any other entity or person that may be subject to any provision of this Order.

56. The Clerk is directed to **CLOSE** this case and **DENY** any pending motions as moot.

DONE AND ORDERED this 18th day of January, 2017, at Fort Lauderdale, Florida.

William P. Dimitrouleas

WILLIAM P. DIMITROULEAS
United States District Judge

Copies to:
Counsel of record

Joseph Charles DiCrisci, *pro se*
80 Luce Del Sole, Unit 2
Henderson, NV 89011

Oakmont Financial, Inc.
c/o Registered Agent Barbara J. Levine
7710 Blairwood Circle South
Lake Worth, FL 33463