

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

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

Case No: 6:18-cv-1607-GAP-GJK

RONALD MONTANO and
MONTANO ENTERPRISES, LLC,

Defendants.

ORDER

On September 27, 2018, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) filed a Complaint against Defendants Ronald Montano, Montano Enterprises LLC, and Michael Wright, seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of the Commodity Exchange Act (“Act”), 7 U.S.C. §§ 1-26 (2018), and the Commission’s Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. pts. 1-190 (2020).

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Complaint against Defendants Ronald Montano and Montano Enterprises Limited, LLC (jointly,

“Montano”),¹ without a trial on the merits or any further judicial proceedings, Defendant Ronald Montano, on his own behalf and on behalf of Defendant Montano Enterprises, LLC, the foregoing defendants being jointly and severally liable for one another, hereby:

1. Consents to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalty and Other Equitable Relief Against Montano (“Consent Order”);

2. Affirms that Montano has read and agreed to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, or threat, has been made by the Commission or any member, officer, agent, or representative thereof, or by any other person, to induce consent to this Consent Order;

3. Acknowledges services of the summons and Complaint;

4. Admits the jurisdiction of this Court over Montano and the subject matter of this action pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2018);

5. Admits the jurisdiction of the CFTC over the conduct and transactions at issue in this action pursuant to the Act;

¹ To the extent that this document refers to Mr. Montano in his individual capacity, it shall so specify by using the identifier “Defendant Ronald Montano.” Otherwise, “Montano” shall refer to both defendants as set forth above.

6. Admits that venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e) (2018);

7. Waives:

a) Any and all claims that Montano may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2018) and 28 U.S.C. § 2412 (2018), and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. pt. 148 (2020), relating to, or arising from, this action;

b) Any and all claims that Montano may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, tit. II, §§ 201-53, 110 Stat. 847, 857-74 (codified as amended at 28 U.S.C. § 2412 and in scattered sections of 5 U.S.C. and 15 U.S.C.), relating to, or arising from, this action;

c) Any and all claims of Double Jeopardy based upon the institution of this action or the entry in this action of any order imposing a civil monetary penalty or any other relief, including this Consent Order; and

d) Any and all rights of appeal from this action;

8. Consents to the continued jurisdiction over Montano for the purpose of implementing and enforcing the terms and conditions of this Consent Order

and for any other purpose relevant to this action, even if Montano now or in the future resides outside the jurisdiction of this Court;

9. Agrees that Montano will not oppose enforcement of this Consent Order on the ground, if any exists, that it fails to comply with Rule 65(d) of the Federal Rules of Civil Procedure, and hereby waives any objection based thereon;

10. Agrees that neither Montano nor any agents or employees under Montano's authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Complaint or the Findings of Fact or Conclusions of Law in this Consent Order, or creating or tending to create the impression that the Complaint and/or this Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect Montano's: (a) testimonial obligations; or (b) right to take legal positions in other proceedings to which the CFTC is not a party. Montano shall comply with this agreement, and shall undertake all steps necessary to ensure that all agents and/or employees under Montano's authority or control understand and comply with this agreement;

11. Consents to the entry of this Consent Order without admitting or denying the allegations of the Complaint or any findings or conclusions in this Consent Order, except as to jurisdiction and venue, which Montano admits;

12. Consents to the use of the findings and conclusions in this Consent Order in this proceeding and in any other proceeding brought by the CFTC or to which the CFTC is a party or claimant, and agrees that they shall be taken as true and correct and be given preclusive effect therein, without further proof;

13. Does not consent, however, to the use of this Consent Order, or the findings or conclusions herein, as the sole basis for any other proceeding brought by the CFTC or to which the CFTC is a party, other than a: statutory disqualification proceeding, proceeding in bankruptcy or receivership, or proceeding to enforce the terms of this Order;

14. Agrees to provide immediate notice to this Court and the CFTC by certified mail, in the manner required by Paragraph 45 of Part VI of this Consent Order, of any bankruptcy proceeding file by, on behalf of, or against Montano, whether inside or outside the United States; and

15. Agrees that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Montano in any other proceeding.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of the following Finding of Facts,

Conclusions of Law, permanent injunction and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2018), as set forth herein. The findings and conclusions in this Consent Order are not binding on any other party to this action.

THE COURT HEREBY FINDS:

A. Findings of Fact

16. Plaintiff **Commodity Futures Trading Commission** is an independent federal regulatory agency that is charged by Congress with administering and enforcing the Act and the Regulations.

17. Defendant **Ronald Montano** lives in St. Cloud, Florida. Montano has never been registered with the CFTC in any capacity.

18. Defendant **Montano Enterprises, LLC** is a New Jersey limited liability company with its principal place of business in Orlando, Florida. Defendant Ronald Montano was at all relevant times the Managing Member and sole employee of Montano enterprises, and directed, controlled, and/or had the authority to control the acts and practices of Montano Enterprises, LLC at all relevant times. Montano Enterprises, LLC has never been registered with the CFTC in any capacity.

B. Conclusions of Law, Jurisdiction, and Venue

19. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 (2018) (federal question jurisdiction) and 28 U.S.C. § 1345 (2018) (jurisdiction over civil actions commenced by the United States or any agency expressly authorized to sue by Act of Congress). Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a) (2018), provides that the CFTC may bring actions for injunctive relief or to enforce compliance with the Act or any rule, regulation, or order thereunder in the proper district court of the United States whenever it shall appear to the CFTC that any 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.

20. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e) because the acts and practices in violation of the Act occurred in this district.

Count I: Options Fraud

21. By the conduct described in this Consent Order and alleged in the Complaint, Montano intentionally or recklessly used fraudulent solicitations in emails, websites and fictitious video sales letters (“VSLs”) promising free access to purportedly successful automated trading systems (the “Trading Systems”) that traded on behalf of clients automatically in binary options involving commodity interests as defined in Regulation 1.3, 17 C.F.R. § 1.3 (2020), which encompasses binary options. Montano did so to induce prospective clients to open and fund

binary options trading accounts with a recommended broker (“Broker”) so that Montano could earn compensation, including commissions, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2018), and Regulation 32.4, 17 C.F.R. § 32.4 (2020).

Count II: Fraud While Acting as A Commodity Trading Advisor (“CTA”)

22. By the conduct described in this Consent Order and alleged in the Complaint, Montano acted as a commodity trading advisor (“CTA”) by disseminating for compensation, including commissions, numerous and varied marketing materials which advised prospective clients to open binary options accounts and use the Trading Systems that traded on behalf of clients automatically in binary options involving commodity interests as defined in Regulation 1.3, 17 C.F.R. § 1.3 (2020).

23. By the conduct described in this Consent Order and alleged in the Complaint, while acting as a CTA, Montano fraudulently solicited potential clients and created and/or disseminated fraudulent emails advising potential clients to access websites where they could open and fund new binary options trading accounts with a recommended Broker to access the Trading Systems. For each of the binary options campaigns for which Montano performed work, Montano repeatedly misrepresented, among other things: (i) hypothetical and fictitious trading results as real results; (ii) actors as true users of the Trading Systems; (iii) the fictitious experience, background, and skill of the “creators” of the Trading

Systems; (iv) fabricated testimonials; and/or (v) that the Trading Systems traded automatically, in violation of Section 4o(1) of the Act, 7 U.S.C. § 6(1) (2018).

Count III: Fraudulent Advertising

24. By the conduct described in the Consent Order and alleged in the Complaint, Montano, for compensation, including commissions, intentionally or recklessly created, caused to be created, and/or disseminated numerous and varied fraudulent solicitations in emails, websites, and fictitious VSLs, which advised clients and prospective clients to open binary options accounts and use the Trading Systems that traded on behalf of clients automatically in binary options involving commodity interests as defined in Regulation 1.3, 17 C.F.R. § 1.3 (2020), which encompasses binary options, in violation of Regulation 4.41(a)(1)-(3) and b(1)-(2), 17 C.F.R. § 4.41(a)(1)-(3), (b)(1)-(2) (2020).

25. By the conduct described in the Consent Order and alleged in the Complaint, Montano, while acting as a CTA, intentionally or recklessly created, caused to be created, and/or disseminated solicitation materials, including emails, websites, and VSLs that misrepresented, among other things: (i) hypothetical and fictitious trading results as real results; (ii) actors as true users of the Trading Systems; (iii) the fictitious experience, background, and skill of the “creators” of the Trading Systems; and/or (iv) fabricated testimonials, in violation of 17 C.F.R. § 4.41(a)(1)-(3).

26. By the conduct described in the Consent Order and alleged in the Complaint, Montano created, caused to be created, and/or disseminated solicitation materials, including emails, websites, and VSLs referring to testimonials that did not prominently disclose for each testimonial that it may not represent the experience of other users of the Trading Systems, that the testimonial was not a guarantee of future performance, or that the testimonial was entirely fake and represented by paid actors or misappropriated images from the internet, in violation of 17 C.F.R. § 4.41(a)(3).

27. By the conduct described in the Consent Order and alleged in the Complaint, Montano created, caused to be created, and/or disseminated solicitation materials, including emails, websites, and VSLs referring to the performance of simulated or hypothetical commodity interest accounts that did not prominently disclose, in immediate proximity, the statements required by the Regulations or a registered futures association, in violation of 17 C.F.R. § 4.41(b)(1)-(2).

Count IV: Deceptive Device, Scheme, or Artifice

28. By the conduct described in this Consent Order and alleged in the Complaint, Montano participated in marketing campaigns that touted free access to Trading Systems that traded on behalf of clients automatically in binary options involving swaps, as defined by Section 1a(47) of the Act, 7 U.S.C. § 1a(47).

Montano intentionally or recklessly used fraudulent solicitations in emails, websites, and fictitious VSLs promising free access to those Trading Systems to induce members of the public to go to websites where they could open and fund new binary options trading accounts with a recommended Broker to access the advertised Trading Systems. Montano earned compensation, including commissions, for this work in connection with the fraudulent marketing campaigns described in this Consent Order and alleged in the Complaint.

29. By the conduct described in the Consent Order and alleged in the Complaint, Montano intentionally or recklessly disseminated fraudulent solicitations, in violation of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2018), and Regulation 180.1(a)(1)-(3), 17 C.F.R. § 180.1(a)(1)-(3) (2020).

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

30. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2018), Montano is permanently restrained, enjoined, and prohibited from directly or indirectly:

- a) Offering to enter into, entering into, confirming the execution of, maintaining positions in, or otherwise conducting activities relating to binary options;

- b) Acting as an affiliate marketer in any capacity that involves binary options or any “commodity interest” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2020), which encompasses binary options);
- c) Offering autotrading systems or services that purport to trade any commodity interest;
- d) (1) Cheating or defrauding, or attempting to cheat or defraud, any other person; (2) making or causing to be made false reports or statements to any person; and/or (3) deceiving or attempting to deceive any person in, or in connection with, an offer to enter into, the entry into, or the confirmation of the execution of, any commodity option transaction in interstate commerce that is a commodity option transaction, by using fraudulent solicitations in emails, websites, and/or fictitious VSLs that promise free access to automated trading systems to induce clients and/or prospective clients to open and fund binary options trading accounts, in violation of Section 4c(b) of the Act, 7 U.S.C. § 6c(b) (2018), and Regulation 32.4, 17 C.F.R. § 32.4 (2020);
- e) While acting as a CTA, using the instrumentalities of interstate commerce to: (1) employ any device, scheme, or artifice to defraud

clients or prospective clients; and/or (2) engage in any transaction, practice, or course of business which operates as a fraud or deceit upon clients or prospective clients, by fraudulently soliciting members of the public and creating and/or disseminating fraudulent websites and emails to induce members of the public to go through their website and open and fund binary options trading accounts to access an advertised trading system, in violation of Section 4o(1) of the Act, 7 U.S.C. § 6o(1) (2018);

- f) While acting as a CTA, soliciting in a manner that: (1) employs any device, scheme or artifice to defraud any client or prospective client; (2) involves any transaction, practice or course of business which operates as a fraud or deceit upon any client or prospective client; or (3) refers to any testimonial in an advertisement or sales literature that fails to prominently disclose that the testimonial: (i) may not represent the experience of other users of the marketed trading system; (ii) is no guarantee of future performance; and/or (iii) uses paid actors or misappropriated images from the internet, in violation of Regulation 4.41(a)(1)-(3), 17 C.F.R. § 4.41(a)(1)-(3) (2020);
- g) While acting as a CTA: creating, causing to be created, or disseminating promotional materials including emails, websites, and

sales videos depicting fabricated performance results of binary options transactions in, among other instruments, commodity interests, without displaying the required disclosures in immediate proximity to those statements, in violation of Regulation 4.41(b)(1)-(2), 17 C.F.R. § 4.41(b)(1)-(2) (2020); and/or

h) (1) Using or employing, or attempting to use or employ, manipulative devices, schemes, or artifices to defraud; (2) making, or attempting to make, untrue or misleading statements of a material fact; (3) omitting to state material facts necessary in order to make statements made not untrue or misleading; and/or (4) engaging, or attempting to engage, in acts, practices, or courses of business, which would operate or would operate as a fraud or deceit upon any person in connection with swap transactions or transactions in contracts of sale of any commodity interest in interstate commerce, by using fraudulent solicitations in emails, websites, and/or fictitious VSLs that promise free access to trading systems to induce clients and/or prospective clients to open and fund a binary options trading account to earn revenue, in violation of Section 6(c)(1) of the Act, 7 U.S. C. § 9(1) (2018), and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2020).

31. Montano 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 Section 1a(40) of the Act, 7 U.S.C. § 1a(40) (2018));
- b) Entering into any transactions involving “commodity interests” (as that term is defined in 17 C.F.R. § 1.3), for Montano’s own personal account or for any account in which Montano has a direct or indirect interest;
- c) Having any commodity interests traded on Montano’s 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/or engaging in any activity requiring such registration or exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2020); and/or

g) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2020)), agent, or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38) (2018)) registered, exempted from registration, or required to be registered with the CFTC, except as provided for in 17 C.F.R. § 4.14(a)(9).

V. STATUTORY AND EQUITABLE RELIEF

A. Restitution

32. Montano shall pay restitution in the amount of eight hundred twenty-five thousand dollars (\$825,000) (“Restitution Obligation”) in connection with these violations. If the Restitution Obligation is not paid immediately in full, then post-judgment interest shall accrue on the unpaid portion of the Restitution Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

33. However, the Securities and Exchange Commission (“SEC”) is seeking restitution and disgorgement for the same conduct at issue in this case. *See SEC v. Montano*, 18-cv-1606-GAP (M.D. Fla., filed Sept. 27, 2018) (“SEC Action”). Consequently, any restitution or disgorgement payable to customers that

Montano pays to the SEC in the SEC Action shall receive a dollar-for-dollar credit against the Restitution Obligation.

34. To effect payment by Montano and distribution to clients, the Court appoints the National Futures Association (“NFA”) as Monitor (“Monitor”). The Monitor shall receive payments of the Restitution Obligation from Montano and make distributions as set forth below. Because the Monitor is not being specially compensated for these services, and these services are outside the normal duties of the Monitor, it shall not be liable for any action or inaction arising from its appointment as Monitor other than actions involving fraud.

35. Montano shall make Restitution Obligation payments, including any post-judgement interest payments, under this Consent Order in the name of the “BO Fraud Settlement Fund” and shall send such payments by electronic funds transfer, U.S. postal money order, certified check, bank cashier’s check, or bank money order to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606, under a cover letter that identifies Montano and the name and docket number of this proceeding. Montano shall also provide the Monitor at the same address with proof of any payments made in satisfaction of restitution ordered in the SEC Action by sending a cover letter with the name and docket number of this proceeding, and a copy of the form of payment. Montano shall simultaneously transmit copies of the cover letter

and the form of payment to: (i) the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Center, 1155 21st Street NW, Washington, D.C. 20581; and (ii) Regional Counsel, Division of Enforcement, Commodity Futures Trading Commission, 525 West Monroe, Suite 1100, Chicago, Illinois 60661.

36. The Monitor shall oversee Montano's Restitution Obligation and shall have the discretion to determine the manner of distribution of funds in an equitable fashion to victims of the fraud or may defer distribution until such time as the Monitor may deem appropriate. In the event that the amount of payments of the Restitution Obligation to the Monitor are of a de minimis nature such that the Monitor determines that the administrative cost of making a restitution distribution is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the CFTC in the manner discussed in the Civil Monetary Penalty section below.

37. Montano shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Montano's clients whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Montano shall execute any documents necessary to release funds that Montano

has in any repository, bank, investment, or other financial institution, wherever located, to make partial or total payment toward the Restitution Obligation.

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

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

40. To the extent that any funds accrue to the United States Treasury for satisfaction of Montano's Restitution Obligation, such funds shall be transferred to the Monitor for disbursement in accordance with the procedures set forth above.

B. Civil Monetary Penalty

41. Montano shall pay a civil monetary penalty in the amount of one million, six hundred seventy-five thousand dollars (\$1,675,000) ("CMP Obligation"). If the CMP Obligation is not paid immediately, then post-judgment

interest shall accrue on the CMP Obligation on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

42. Montano shall pay this 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 Commodity Futures Trading Commission and sent to the address below:

CFTC
C/O ESC/AMK-326; RM 265
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
(405) 954-6569 office
(405) 954-1620 fax
9-AMC-AR-CFTC@faa.gov

If payment by electronic funds transfer is chosen, Montano shall contact Marie Thorne or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Montano shall accompany payment of the CMP Obligation with a cover letter that identifies Montano and the name and docket number of this proceeding. Montano shall simultaneously transmit copies of the cover letter and the form of payment to: (i) the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581; and (ii) Regional Counsel, Division of

Enforcement, Commodity Futures Trading Commission, 525 West Monroe, Suite 1100, Chicago, Illinois 60661.

C. Provisions Related to Monetary Sanctions

43. Partial Satisfaction: Acceptance by the CFTC, the SEC or the Monitor of any partial payment of Montano's Restitution Obligation or CMP Obligation shall not be deemed to be a waiver of Montano's obligation to make further payments pursuant to this Consent Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

D. Cooperation

44. Subject to any applicable privilege, Montano shall cooperate fully and expeditiously with the CFTC, including the CFTC's Division of Enforcement, in this action and in any current or future Commission investigation or related to the subject matter of this action. As part of such cooperation, subject to any applicable privilege, Montano shall comply, to the full of extent of Montano's abilities, promptly and truthfully with any inquiries or requests for information or testimony, including, but not limited to, requests for production of documents and authentication of documents; and shall provide assistance at any trial, proceeding, or investigation related to the subject matter of this action, including, but not limited to, requests for testimony, accepting subpoenas, participating in depositions, testimony, and/or interviews. Should the CFTC file any additional

actions related to the subject matter of this action, then, upon request, Montano shall appear in the judicial district in which such actions are pending, or in a suitable judicial district agreed to by the parties, to provide deposition testimony and trial testimony, subject to any applicable privilege. The CFTC will cover costs incurred as a result of any of its requests that require Montano to travel.

VI. MISCELLANEOUS PROVISIONS

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

Notice to the CFTC:

Robert T. Howell
Deputy Director, Division of Enforcement
Commodity Futures Trading Commission
525 W. Monroe Street, Suite 1100
Chicago, IL 60661

Notice to Montano:

Ronald Montano
c/o Waugh Grant PLLC
201 E. Pine Street, Suite 315
Orlando, FL 32801

46. Change of Address/Phone: Until such time as Montano satisfies in full the Restitution Obligation and CMP Obligation as set forth in this Consent Order, Montano shall provide written notice to the CFTC by certified mail of any change to Montano's telephone number(s) and mailing address(es), within ten calendar days of the change.

47. Entire Agreement and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement between the parties hereto to date. Nothing shall serve to amend or modify this Consent Order in any respect whatsoever, unless: (a) reduced to writing; (b) signed by all parties hereto; and (c) approved by order of this Court.

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

49. Waiver: The failure of any party to this Consent Order at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party or participant at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.

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

51. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Montano, upon any person under Montano's authority or control, and upon any person who receives actual notice of this Consent Order, by personal service, email, facsimile or otherwise insofar as he or she is acting in active concert or participation with Montano.

52. Counterparts and Facsimile Execution: This Consent Order may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered (by facsimile, email, or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this Consent Order that is delivered by any means shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

53. Contempt: Montano understands that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceedings, Montano may not challenge the validity of this Consent Order.

54. Agreements and Undertakings: Montano shall comply with all of the undertakings and agreements set forth in this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby ordered to enter this Consent Order for Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Ronald Montano and Montano Enterprises, LLC forthwith and without further notice.

DONE and ORDERED in Chambers, Orlando, Florida on September 14, 2021.




GREGORY A. PRESNELL
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Party