

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

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

OASIS INTERNATIONAL GROUP,
LIMITED, ET AL.,

Defendants,

and

MAINSTREAM FUND SERVICES,
INC., ET AL.,

Relief Defendants.

**UNOPPOSED MOTION TO MODIFY CONSENT ORDER OF
PRELIMINARY INJUNCTION AND OTHER EQUITTABLE
RELIEF AGAINST DEFENDANT RAYMOND P. MONTIE, III**

Raymond P. Montie III, by and through his undersigned counsel, files this unopposed motion to modify the Consent Order of Preliminary Injunction and Other Equitable Relief Against Defendant Raymond P. Montie, III (“Consent Order”), Doc. 176, to allow Mr. Montie to exclusively use the Federal Savings Bank account instead of the TD Bank account. As ground in support, Mr. Montie states as follows:

I. STATEMENT OF FACTS

1. On July 11, 2019, this Court entered the Consent Order, which permitted Mr. Montie to use an account at TD Bank (“TD account”) “...for the purpose of depositing,

withdrawing, or transferring funds earned or liabilities incurred after [July 11, 2019] from activities unrelated to the allegations contained in the Complaint in this matter, including making mortgage, property tax and insurance payments on two residences...” Doc. 176 at 9.

2. Mr. Montie was also permitted to use an account at Federal Savings Bank (“FSB account”) to “...make mortgage, property tax and insurance payments on one residence...” Doc. 176 at 9.

3. The Consent Order also permitted Mr. Montie to deposit funds from activities unrelated to the defendants into the TD account and use those funds for “reasonable living and Ambit business expenses and reasonable attorneys’ fees.” Doc. 176 at 10.

4. In early January 2020, a TD Bank representative informed Mr. Montie that TD Bank would terminate Mr Montie’s account and it would not permit him to open another account. TD Bank has refused to provide a reason for its business decision.

5. Federal Savings Bank has agreed to allow Mr. Montie to continue using the FSB account after TD Bank closes the TD account.

6. Mr. Montie requests this Court modify the Consent Order to permit Mr. Montie to exclusively use the FSB account in lieu of the TD account.

7. All previously imposed reporting requirements concerning the TD account would be applicable to the FSB account.

8. No further modifications are requested at this time.

II. MEMORANDUM OF LAW

This Court has continuing jurisdiction to modify the Consent Order. *See Canal*

Auth. of State of Fla. v. Callaway, 489 F.2d 567, 578 (5th Cir. 1974)¹ (“[T]he district court has continuing jurisdiction over a preliminary injunction ... in the exercise of that jurisdiction, the court is authorized to make any changes in the injunction that are equitable in light of subsequent changes in the facts or the law, or for any other good reason”); *Polaris Pool Sys., Inc. v. Great Am. Waterfall Co.*, 2006 WL 289118 at *4 (M.D. Fla. 2006). Modification is proper “when there has been a change of circumstances between entry of the injunction and the filing of the motion that would render the continuance of the injunction in its original form inequitable.” *Favia v. Indiana University of Pennsylvania*, 7 F.3d 332, 337 (3d Cir. 1993). “While changes in fact or in law afford the clearest bases for altering an injunction, the power of equity has repeatedly been recognized as extending also to cases where a better appreciation of the facts in light of experience indicates that the decree is not properly adapted to accomplishing its purposes.” *King-Seeley Thermos Co. v. Aladdin Indus., Inc.*, 418 F.2d 31, 35 (2d Cir. 1969).

Here, TD Bank has made a business decision to close the TD account and no longer do business with Mr. Montie. Mr. Montie still has access to the FSB account and should be allowed to exclusively use it for the purposes set forth in the Consent Order. As TD Bank has the right to close the account, requiring Mr. Montie to continue to use TD Bank would be inequitable.

¹ All decisions from the Court of Appeals for the Fifth Circuit before the close of business on September 30, 1981, are binding precedent in the Court of Appeals for the Eleventh Circuit. See *Bonner v. City of Prichard*, 661 F.2d 1206 (11th Cir. 1981).

III. 3.01(G) CERTIFICATION

On January 23, 2020, counsel for the plaintiff authorized the undersigned to represent to this Court that the plaintiff does not oppose the relief requested herein.

IV. CONCLUSION

WHEREFORE, Mr. Montie requests this Court modify the Consent Order to permit Mr. Montie to exclusively use the Federal Savings Bank account instead of the TD Bank account

Respectfully submitted on January 23, 2020.

**LAW OFFICES OF
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 23, 2020, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system which will send a notice of electronic filing to all parties of record who are equipped to receive service of

documents via the CM/ECF system.

I hereby further certify that on January 23, 2020, I provided service of the foregoing via electronic mail to:

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