UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

MY BIG COIN PAY, INC., MY BIG COIN, INC., RANDALL CRATER, MARK GILLESPIE, JOHN ROCHE, and MICHAEL KRUGER,

Defendants,

KIMBERLY RENEE BENGE, KIMBERLY RENEE BENGE d/b/a GREYSHORE ADVERTISEMENT a/k/a GREYSHORE ADVERTISET, BARBARA CRATER MEEKS, ERICA CRATER, GREYSHORE, LLC, GREYSHORE TECHNOLOGY, LLC,

Relief Defendants.

Case No. 18-CV-10077-DJC

CONSENT ORDER FOR PERMANENT INJUNCTION AND OTHER EQUITABLE RELIEF AGAINST RANDALL CRATER

I. INTRODUCTION

On January 16, 2018, Plaintiff Commodity Futures Trading Commission ("Commission" or "CFTC") filed a Complaint against Defendants Randall Crater, Mark Gillespie, and My Big Coin Pay, Inc. ("MBCP"), and Relief Defendants Erica Crater, Kimberly Renee Benge, Kimberly Renee Benge d/b/a Greyshore Advertisement a/k/a Greyshore Advertiset, and Barbara Crater Meeks (collectively, "Relief Defendants"), seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of Section 6(c)(1) of the Commodity Exchange Act ("Act"), 7 U.S.C. § 9(1), and Commission Regulation ("Regulation") 180.1(a), 17 C.F.R. § 180.1(a) (2023). The Court entered an *ex parte* temporary restraining order against

Defendants Crater, Gillespie, and MBCP, and the Relief Defendants, on January 16, 2018, and a Consent Order of Preliminary Injunction and Other Ancillary Relief against Defendants Crater and MBCP and the Relief Defendants on April 5, 2018. On April 20, 2018, the Commission filed an Amended Complaint, naming My Big Coin, Inc. ("MBCI"), John Roche, and Michael Kruger as additional defendants. The United States Attorney's Office for the District of Massachusetts filed a related criminal action against Defendant Crater on February 26, 2019. *See* Indictment, *United States v. Randall Crater*, No. 1:19-cr-10063-DJC (D. Mass. Feb. 27, 2019), ECF No. 1 (the "Criminal Action"). On July 21, 2022, Crater was found guilty in the Criminal Action of violating 18 U.S.C. §§ 1343, 1957, and 1960(a), which prohibit wire fraud, engaging in monetary transactions in criminally derived property, and operating an unlicensed money transmitting business. *See* Jury Verdict Form, Criminal Action, ECF No. 199.

II. CONSENTS AND AGREEMENTS

To effect settlement of all charges alleged in the Amended Complaint against Defendant Crater without a trial on the merits or any further judicial proceedings, Defendant Crater:

1. Consents to the entry of this Consent Order for Permanent Injunction and Other Equitable Relief Against Randall Crater ("Consent Order");

2. Affirms that he 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 service of the summons and Amended Complaint;

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

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

6. Admits that venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e);

7. Waives:

(a) Any and all claims that he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412, and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. pt. 148 (2023), relating to, or arising from, this action;

(b) Any and all claims that he 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 claim 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. Agrees that the Commission is the prevailing party in this action for purposes of the waiver of any and all rights under the Equal Access to Justice Act, specified in subpart (a) of paragraph 7 above;

9. Consents to the continued jurisdiction of this Court over him 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 Defendant Crater now or in the future resides outside the jurisdiction of this Court;

10. Agrees that he 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;

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

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

13. Consents to the use of the findings and conclusions in this Consent Order in this proceeding and in any other proceeding brought by the Commission or to which the Commission 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;

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

15. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 63 of Part VI of this Consent Order, of any

bankruptcy proceeding filed by, on behalf of, or against him, whether inside or outside the United States; and

16. 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 Defendant Crater 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 Findings of Fact, Conclusions of Law, permanent injunction and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

The Parties to this Consent Order

17. 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.

18. Defendant Randall Crater is a resident of Heathrow, Florida. Currently, Crater is incarcerated at Federal Correctional Institution Butner located in Butner, North Carolina. Crater is a founder of MBCP and a Director of MBCI. Crater has never been registered with the Commission.

Other Relevant Parties

19. Defendant My Big Coin Pay, Inc. is a corporation based in Las Vegas, Nevada. MBCP was incorporated on October 9, 2014. MBCP's last known address is 3960 Howard

Hughes Parkway, Suite 500, Las Vegas, Nevada 89169. MBCP has never been registered with the Commission.

20. Defendant My Big Coin, Inc. is a corporation based in Las Vegas, Nevada. MBCI was incorporated on April 28, 2014. MBCI's last known address is 3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169. MBCI has never been registered with the Commission.

Overview of Defendant Crater's Fraud

21. From at least January 2014 through January 2018 ("Relevant Period"), Defendant Crater, together with the defaulted defendants MBCP, MBCI, Mark Gillespie, and John Roche, and Michael Kruger, who has failed to plead or otherwise defend (collectively, the "non-settling Defendants")[1], operated a virtual currency scheme in which they fraudulently offered the sale of a fully-functioning virtual currency, My Big Coin ("MBC"), a commodity in interstate commerce. Defendant Crater obtained more than approximately $7.6 million from at least twenty-eight customers ("MBC Customers") through fraudulent solicitations.

22. Crater, together with the non-settling Defendants, fraudulently solicited potential and existing MBC Customers throughout the United States by making false and misleading claims and omissions about MBC's value, usage, and trade status, and that MBC was backed by gold. In this regard, the MBC website conveyed to potential and actual MBC Customers numerous solicitation materials, MBC trade data, and other materials (1) misrepresenting that MBC was actively being traded on several currency exchanges, when in fact it was not;

[1] Defendants MBCP, MBCI, Gillespie, and Roche have been defaulted for failure to plead or otherwise defend as provided by Rule 55(a) of the Federal Rules of Civil Procedure. ECF Nos. 85-88. Defendant Kruger was served on September 3, 2018, and has failed to plead or otherwise defend. ECF No. 102.

(2) misrepresenting in reports the daily trading price, when in fact no price existed because MBC was not trading; and (3) misrepresenting that MBC was backed by gold, when in fact it was not.

23. Defendant Crater misappropriated virtually all of the approximately $7.6 million that he, together with the non-settling Defendants, solicited from MBC Customers. Crater used these misappropriated funds to purchase a home, antiques, fine art, jewelry, luxury goods, furniture, interior decorating and other home improvement services, travel, and entertainment. As a result, MBC Customers have lost most, if not all, of their funds due to Crater's fraud and misappropriation.

Solicitation Fraud

24. In an effort to capitalize upon the public's heightened awareness of, and interest in purchasing virtual currencies, Crater, together with the non-settling Defendants, solicited potential MBC Customers to purchase MBC, a virtual currency with a similar sounding name to a more commonly known virtual currency, "Bitcoin."

25. Crater solicited potential MBC Customers and, along with the Relief Defendants, received and directed deposits, withdrawals, and transfers of MBC Customer funds.

26. Crater, together with the non-settling Defendants, made the false and misleading representations and omissions of material facts to potential MBC Customers directly and indirectly via the MBCI website, other websites associated with Crater and MBC, YouTube videos, press releases, and posting on various social media platforms, such as Facebook, LinkedIn, and chatroom websites.

27. For example, on August 15, 2015, Crater, together with the non-settling Defendants, posted a YouTube video that claimed that MBC was a fully-functioning virtual currency that could be used to buy goods and services, and that was actively trading on

"[s]everal currency exchanges . . . for dollars, euros, and more" and stated that MBC was the only virtual currency backed by gold to give prospective customers the illusion that MBC was safe to purchase. The video directed potential MBC Customers to visit the MBCI website, www.MyBigCoin.com, for more information. The MBCI website later claimed that MBC could be traded through the MBC Exchange. Crater, together with the non-settling Defendants, further claimed that MBC could be purchased, sold, traded, donated, and used to make purchases, and that MBC was "a global currency that lets you send money anywhere, anytime in any currency."

28. During the Relevant Period, Crater made false and misleading representations and omitted material facts regarding MBC to potential and existing MBC customers on his website randall.crater.me, which featured a profile picture of Crater. On his website, Crater claimed that MBC could be used to "Spend Virtual And Traditional Currencies Anywhere Major Payment Cards Are Accepted." Crater went on to explain that "[w]e are a payment network for fiat and crypto-currency storage and exchange" and "[w]e facilitate instant payments in a safe and secure manner globally, MyBigCoin is a peer-to-peer system and cryptocurrency." Crater further explained that '[u]sing cryptography to control the creation and transfer of money, coins are created by a process called mining[]" and that "[w]allet and exchange customers can spend crypto currency like money." Crater's website contained fraudulent statements about MBC's historic trading value ("My BigCoin Statistics 200 High Value 60 Low Value"); the ability of customers to withdraw MBC via wire transfers, direct deposit or through ATM debit cards; and gold backing ("MyBigCoin Backed by Bullion"). Further, Crater falsely claimed under the section entitled "Complete Control" that users could "[v]iew balances and transactions details, send money, and transfer funds from any of [their] accounts" and claimed that through the

"MYBigCoin" system, users had available a "global ATM network," "online shopping worldwide", "point of sale purchases," "multi-currency accounts," and "near instant transfers."

29. Defendant Crater made public statements about his affiliation with and his responsibilities and his authority at MBCI on each of his LinkedIn profile pages. During the relevant time, Crater had two LinkedIn profile pages, one in which he listed directly under his name that he was "Owner/CEO at Greyshore Technology" and listed his location as "East Hampton, New York" ("Greyshore Tech profile"), and the second in which he listed under his name that he was "Director" at "MyBigCoin" and listed his location as "Lake Mary, Florida" ("MyBigCoin profile").

30. In his Greyshore Tech profile, under the category entitled "Experience," Crater listed himself as "Creator/Developer" of MBCI, and included the website addresses for the MBC Entities, and the Facebook and Twitter page addresses for MBCI. In this section of his profile Crater made false and misleading representations and omitted material facts about MBC, including:

a. "We are the only Cryptocurrency to be backed by Gold!"

b. "We are partners with Mastercard witch[sic] gives us a closed loop system so your [sic] able to brake [sic] down into any currency that's needed!"

c. "MasterCard is accepted in over 35.9 million locations!"

d. "Send money $$$ in seconds anywhere in the world!"

e. "Amazingly Low transfer fees!"

f. "MyBigCoin Inc is the only Commercial based Cryptocurrency in the World!"

31. Crater also made false and misleading representations and omitted material facts directly to MBC Customers from at least January 2014 through at least June 2017 in person and

via email and text messages. Although not limited, these false and misleading representations and omissions related to usage of MBC and the fact that MBC was backed by gold.

32. From at least January 2014 through at least June 2017, Crater made multiple false representations to an MBC Customer about MBC being backed by hundreds of millions of dollars of gold.

33. For example, on January 28, 2015, Crater sent an email to that MBC Customer which read "…we have 300 million in gold backing us they have nothing show [sic] you how strong we are going to be [.]" This statement was false.

34. In soliciting prospective MBC Customers, throughout the Relevant Period, Crater, as a principal and agent of MBCI and MBCP (collectively, the "MBC Entities") and together with the non-settling Defendants, made false and misleading statements and omissions of material fact, including but not limited to the following:

a. Issuing written statements misrepresenting that MBC was actively being traded on several currency exchanges;

b. Issuing written statements misrepresenting the daily trading price of MBC;

c. Issuing written statements misrepresenting that MBC was backed by gold;

d. Issuing written statements misrepresenting that MBC could be purchased, sold, traded, donated, and used to make purchases;

e. Issuing written statements misrepresenting that MBC was a global currency that allowed customers to send money anywhere at any time in any currency;

f. Issuing written statements misrepresenting that MBC could be used anywhere that MasterCard was accepted;

g. Issuing written statements misrepresenting that the MBC Entities were affiliated or had a relationship with the credit card companies Visa, MasterCard, American Express, and/or Discover;

h. Issuing written statements misrepresenting that MBC could be used at the "MBC Mall" to purchase products;

i. Issuing written statements mispresenting that customers owned a certain number of MBC and that MBC could be sold or customers could withdraw their funds; and

j. Failing to disclose, and omitting, that Crater was misappropriating MBC Customer funds.

Misappropriation of MBC Customer Funds

35. From at least January 2014 through at least June 2017, Crater, together with the non-settling Defendants, misappropriated approximately $7.6 million from at least twenty-eight MBC Customers in connection with the fraudulent scheme.

36. During the Relevant Period, Crater, and the other non-settling Defendants, directed MBC Customers to transfer funds into bank accounts Crater controlled or operated for his personal benefit. Defendant Crater used almost all of these MBC Customers' funds for improper and unauthorized uses, such as to wrongfully enrich himself.

37. For instance, MBC Customers were instructed to transfer funds by wire or through written checks into bank accounts held in the names of Relief Defendants Greyshore Advertisement, Greyshore LLC, Greyshore Technology, Barbara Crater Meeks, and Defendant Gillespie.

38. Upon receipt or very soon after receipt of MBC Customers' funds, the MBC Customer funds were transferred to other accounts controlled by Crater or Relief Defendant Erica Crater, or withdrawn to make purchases for Crater's or Relief Defendants' own financial benefit.

Crater Acted as Controlling Person of the MBC Entities

39. During the Relevant Period, Crater was a controlling person of the MBC Entities. Agents of the MBC Entities represented to MBC Customers and MBC Customers believed that Crater was the owner of the MBC Entities. Crater either directly or indirectly controlled the

operation of the bank accounts to which MBC Customers transferred funds under the belief that they were purchasing MBC.

40. Defendant Crater did not act in good faith or knowingly induced, directly or indirectly, the MBC Entities' conduct described herein.

B. Conclusions of Law

Jurisdiction and Venue

41. This Court possesses jurisdiction over this action pursuant to 28 U.S.C. § 1331 (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (providing that U.S. district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), provides that the Commission 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 Commission 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.

42. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e) because Defendant Crater transacted business in this District and the acts and practices in violation of the Act occurred within this District.

Contract of Sale of a "Commodity" Under the Act

43. MBC is a virtual currency and contracts for future delivery of virtual currencies are dealt in. Accordingly, MBC is a "commodity" as defined under Section 1a(9) of the Act, 7 U.S.C. § 1a(9).

Fraud by Misrepresentations and Omissions and Misappropriation of Customer Funds

44. By the conduct described in paragraphs 21 through 42 above, Defendant Crater violated Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2023), by intentionally or recklessly making false representations and omissions, in connection with a contract of sale of a commodity in interstate commerce, including that: (1) MBC was actively trading on several currency exchanges; (2) MBC was backed by gold; (3) MBC could be purchased, sold, traded, donated, and used the make purchases; (4) MBC could be used anywhere that MasterCard was accepted; (5) the MBC Entities were affiliated or had a relationship with various credit card companies; (6) customers owned a certain number of MBC and that MBC could be sold or customers could withdraw their funds; and (7) Defendant Crater was misappropriating MBC Customer funds.

45. By the conduct described in paragraphs 21 through 42 above, Defendant Crater violated 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a) by misappropriating MBC Customer funds.

46. Crater directly or indirectly controlled the MBC Entities, and did not act in good faith or knowingly induced, directly or indirectly, the MBC Entities' conduct constituting violations of 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a), and is thus liable for MBC Entities' violations pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b).

47. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Defendant Crater will continue to engage in the acts and practices alleged in the Amended Complaint and in similar acts and practices in violation of the Act and Regulations.

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

48. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, Defendant Crater is permanently restrained, enjoined, and prohibited from directly or indirectly, in connection with any contract of sale of any commodity in interstate commerce, intentionally or recklessly: (1) using, employing, or attempting to use or employ, any manipulative device, scheme, or artifice to defraud; (2) making, or attempting to make, any untrue or misleading statement of a material fact or omitting to state a material fact necessary in order to make the statements made not untrue or misleading; and (3) engaging or attempting to engage, in any act, practice, or course of business, which operates or would operate as a fraud or deceit upon any person in violation of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2023).

49. Defendant Crater 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));

b. Entering into any transactions involving "commodity interests" (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2023), or digital asset commodities, for his own personal account or for any account in which he has a direct or indirect interest;

c. Having any commodity interests or digital asset commodities 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 or digital asset commodities;

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

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 Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2023); and/or

g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2023)), agent or any other officer or employee of any person (as that term is defined in 7 U.S.C. § 1a(38)), 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. RESTITUTION

A. Restitution

50. Defendant Crater shall pay restitution in the amount of seven million, six hundred sixty-eight thousand, three hundred and seventeen dollars and fifty cents ($7,668,317.50) ("Restitution Obligation").

51. In the Criminal Action, Defendant Crater has been sentenced to 100 months imprisonment and ordered to pay restitution in the amount of seven million, six hundred sixty-eight thousand, three hundred and seventeen dollars and fifty cents ($7,668,317.50) to defrauded customers in connection with the same conduct at issue in this action. For amounts disbursed to

defrauded customers as a result of satisfaction of the restitution ordered in the Criminal Action, Defendant Crater shall receive a dollar-for-dollar credit against the Restitution Obligation. Within ten days of disbursement in the Criminal Action to customers, Defendant Crater shall, under a cover letter that identifies the name and docket number of this proceeding, transmit to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581, and the Office of Administration, National Futures Association, 320 South Canal Street, Suite 2400, Chicago, Illinois 60606, copies of the form of payment to those customers.

52. To effect payment of the Restitution Obligation and the distribution of any restitution payments to Defendant Crater's customers, the Court appoints the National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall receive restitution payments from Defendant Crater and make distributions as set forth below. Because the Monitor is acting as an officer of this Court in performing these services, the NFA shall not be liable for any action or inaction arising from NFA's appointment as Monitor, other than actions involving fraud.

53. Defendant Crater shall make Restitution Obligation payments, and any post-judgment interest payments, under this Consent Order to the Monitor in the name "Defendant Randall Crater – Restitution Fund" and shall send such payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, to the Office of Administration, National Futures Association, 320 South Canal Street, Suite 2400, Chicago, Illinois 60606, under cover letter that identifies the paying Defendant Crater and the name and docket number of this proceeding. Defendant Crater shall simultaneously transmit copies of the cover letter and the form of payment to the Chief Financial Officer, Commodity

Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581.

54. The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Defendant Crater's customers identified by the Commission or may defer distribution until such time as the Monitor deems appropriate.

55. Defendant Crater shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendant Crater's customers to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Defendant Crater 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 Restitution Obligation.

56. The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Defendant Crater's 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, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, DC 20581.

57. The amounts payable to each customer shall not limit the ability of any customer from proving that a greater amount is owed from Defendant Crater 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.

58. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each customer of Defendant Crater 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 Defendant Crater, to ensure continued compliance with any provision of this Consent Order, and to hold Defendant Crater in contempt for any violations of any provision of this Consent Order.

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

B. Provisions Related to Monetary Sanctions

60. Partial Satisfaction: Acceptance by the Commission of any partial payment of Defendant Crater's Restitution Obligation shall not be deemed a waiver of his obligation to make further payments pursuant to this Consent Order, or a waiver of the Commission's right to seek to compel payment of any remaining balance.

61. On January 16, 2018, the Court entered an asset freeze order prohibiting the transfer, removal, dissipation and disposal of Defendant Crater's, Defendant MBCP's, and the Relief Defendants' assets ("Asset Freeze Order"). On April 5, 2018, the Court ordered the continuation of the Asset Freeze Order. The Court hereby lifts the Asset Freeze Order as to Defendant Crater's assets.

VI. MISCELLANEOUS PROVISIONS

62. Until such time as Defendant Crater satisfies in full his Restitution obligations under this Consent Order, upon the commencement by or against Defendant Crater of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement

of Defendant's debts, all notices to creditors required to be furnished to the Commission under Title 11 of the United States Code or other applicable law with respect to such insolvency, receivership bankruptcy, or other proceedings, shall be sent to the address below:

Secretary of the Commission
Office of the General Counsel
Commodity Futures Trading Commission
1155 21st Street, NW
Washington, DC 20581

63. Notice: All notices required to be given by any provision in this Consent Order, except as set forth in paragraph 63, above, shall be sent certified mail, return receipt requested, as follows:

Notice to Commission:

Paul G. Hayeck
Deputy Director
Commodity Futures Trading Commission
1155 21st Street, NW
Washington, DC 20051

Notice to Defendant Crater:

Randall Crater
FCI Butner
Old NC Hwy 75
Butner, NC 27509

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

64. Change of Address/Phone: Until such time as Defendant Crater satisfies in full his Restitution Obligation as set forth in this Consent Order, Defendant Crater shall provide written notice to the Commission by certified mail of any change to his telephone number and mailing address within ten calendar days of the change.

65. Entire Agreement and Amendments: This Consent Order incorporates all of the terms and conditions of the settlement among 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.

66. 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.

67. Waiver: The failure of any party to this Consent Order or of any customer at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party or customer 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.

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

69. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon the following persons who receive actual notice of this Consent Order, by personal service or otherwise: (1) Defendant Crater; (2) any officer, agent, servant, employee, or attorney of Defendant Crater; and (3) any other persons who are in active concert or participation with any persons described in subsections (1) and (2) above.

70. 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, e-mail, 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.

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

72. Agreements and Undertakings: Defendant Crater 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 Equitable Relief Against Randall Crater* forthwith and without further notice.

IT IS SO ORDERED on this 6th day of February, 2025, 2024.

Denise J. Casper

UNI CT JUDGE

CONSENTED TO AND APPROVED BY:

Randall Crater

Randall Crater

Date: 10-11-24

/s/ Jonah E. McCarthy
Jonah E. McCarthy
Commodity Futures Trading Commission
1155 21st Street, NW
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Approved as to form:

/s/ Katherine Cooper
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Dated: Dec. 5, 2024

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