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

**COMMODITY FUTURES TRADING COMMISSION,**

**Plaintiff,**

**v.** **Case No: 6:24-cv-01603-PGB-NWH**

**AUREUS REVENUE GROUP LLC and EMIR JESUS MATOS CAMARGO,**

**Defendants.**
_____/

**CONSENT ORDER**

This cause is before the Court on Plaintiff Commodity Futures Trading Commission (the "**Commission**" or "**CFTC**")'s Motion for Entry of Proposed Consent Order for Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendant Emir Jesus Matos Carmargo ("**Matos**"). (Doc. 65 (the "**Motion**")). Noting that the Commission and *pro se* Defendant Matos agree to the terms of this Consent Order, the Motion is due to be granted.[1]

[1] Indeed, attached to the Motion, the parties include a draft version of this Consent Order containing the signatures of counsel for the Commission and of *pro se* Defendant Matos, demonstrating their agreement to the terms of the Consent Order. (Doc. 65-1, p. 43).

## I. INTRODUCTION

On September 4, 2024, the Commission filed a Complaint (Doc. 1 (the "**Complaint**")) against Defendants Aureus Revenue Group LLC ("**Aureus**") and Matos (collectively, the "**Defendants**"). The Complaint seeks injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of Sections 4b(a)(1)(A)–(C), 4k(2), 4m(1), and 4*o*(1)(A)–(B) of the Commodity Exchange Act ("Act"), 7 U.S.C. §§ 6b(a)(1)(A)–(C), 6k(2), 6m(1), 6*o*(1)(A)–(B), and Commission Regulations ("Regulations") 4.20(a)(1), (b), and (c), and 4.21(a)(1), 17 C.F.R. §§ 4.20(a)(1), (b)–(c), 4.21(a)(1) (2024). (Doc. 1, ¶¶ 61–111).

## II. CONSENTS AND AGREEMENTS

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

1. Consents to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendant Emir Jesus Matos Camargo ("**Consent Order**");

2. Affirms that he has read and agreed to this Consent Order voluntarily, and that no other 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 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) and 28 U.S.C. § 1391(b);

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 (2024), 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 himself 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 he 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 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 his: (a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the Commission is not a party. Matos shall comply with this agreement, and shall undertake all steps necessary to ensure that all of his agents and 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 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 allegations in the Complaint and the Findings of Fact and Conclusions of Law 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 the allegations in the Complaint or the Consent Order, or the Findings of Fact and Conclusions of Law 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; a proceeding in bankruptcy or receivership; or a proceeding to enforce the terms of this Consent Order;

15. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 114 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, or on behalf of, or against himself, 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 him in any other proceeding.

## III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court, being fully advised of the premised, 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***

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 Aureus Revenue Group LLC is a Florida Limited Liability Company formed by Defendant Matos in 2018. In or around September 2024, Aureus was administratively dissolved by the state of Florida for failure to file an annual report. Aureus has never been registered with the Commission in any capacity.

19. Defendant Emir Jesus Matos Camargo is a resident of Orlando, Florida. Matos co-founded Aureus. He is the managing member, "Manager Director," [sic] and chief executive officer of Aureus. Matos has never been registered with the Commission in any capacity.

***Summary of Facts***

20. From at least September 10, 2019, through at least November 11, 2022 (the "**Relevant Period**"), Matos, individually and as an agent and principal of Aureus, operated a fraudulent scheme in which Aureus solicited, accepted, and received funds for a pooled "Investment Fund" that traded commodity futures contracts referencing the S&P 500 Index (the "**Aureus Pool**").

21. Matos, as an agent and principal of Aureus, knowingly or recklessly made fraudulent and material misrepresentations and omissions about the legitimacy, profitability, and risk of the Aureus Pool to individuals in soliciting contributions to the Aureus Pool. Many of the individuals Matos solicited were immigrants to the United States from Spanish-speaking countries. Through such solicitations, Defendants persuaded at least thirty-two individuals and entities ("**Pool Participants**") to transfer $1,538,802.56 to Defendants for participation in the Aureus Pool.

22. Defendants convinced Pool Participants to contribute money by promising guaranteed returns of 1.5–3.75% each month, depending on the contribution amount. Defendants also sent prospective Pool Participants a fictitious license purporting to show that the CFTC licensed Aureus as an investment fund. This fictitious license contained a counterfeit CFTC seal, a forged signature of a former CFTC Commissioner, and a fictitious license number. The fictitious license mischaracterizes the Aureus Pool, an investment fund for the purpose of trading futures contracts referencing the S&P 500 Index, as an "S&P 500 Index Fund." Further, in exchange for their contributions, Defendants gave

Pool Participants "warranty checks"—checks drawn on an Aureus bank account for the full amount contributed. These warranty checks provided Pool Participants a false sense of security concerning their participation in the Aureus Pool. In reality, the warranty checks were written on accounts with insufficient funds to honor the checks.

23. Defendants, through the acts of Matos, instructed Pool Participants to send their funds to one or more accounts controlled by Matos, including bank accounts held in the name of Aureus as well as Matos's personal bank account. In all such accounts, Matos treated the Pool Participants' funds as his personal funds and commingled other of his personal funds with Pool Participant funds.

24. Defendants engaged in limited and unprofitable futures trading and instead misappropriated most of the money received from Pool Participants. Some pool funds, $872,763.89, were misappropriated for Aureus's benefit to pay certain Pool Participants guaranteed monthly returns from funds deposited by other Pool Participants in the manner of a Ponzi scheme, rather than from Defendants' claimed trading profits. Other misappropriated funds totaling $487,644.41 were used by Defendants to pay for, among other things, Matos's rent, living and travel expenses, personal securities trading, and personal taxes.

25. In or around summer 2022, Defendants stopped making monthly payments to Pool Participants. Around the same time, Defendants attempted to conceal their fraudulent scheme. Defendants crafted a story that the Aureus trading account was frozen in an audit by Firm A, a Commission-registered futures

commission merchant ("**FCM**"), and sent Pool Participants fake documents, bearing Firm A's logo, that described the fictitious audit and account freeze. Later that same year, Defendants showed a Pool Participant's representative false account information that indicated the Aureus Pool had a balance of approximately $3 million in a futures trading account. In reality, from September 2022 through at least February 2024, the Aureus Pool never held more than approximately $10,000 in any futures trading account.

***Defendants Fraudulently Solicited Pool Participants.***

26. On or about September 6, 2018, Matos organized Aureus as a Florida Limited Liability Company.

27. During the Relevant Period, Matos solicited Pool Participants and managed Aureus from Orlando, Florida.

28. During the Relevant Period, Defendants, through the acts of Matos, solicited Pool Participants using a license Defendants represented as being issued by the CFTC to Aureus. Defendants represented that the license permitted Aureus to operate an investment fund trading futures contracts referencing the S&P 500 Index, *i.e.*, using Defendants' terminology, a "S&P 500 Index Fund." Defendants used the license to assure prospective Pool Participants that Aureus was a legitimate company and offered an investment fund trading commodity futures contracts in a legal and regulated manner.

29. The license bears a counterfeit CFTC seal and indicates the CFTC:

Hereby confers upon
Aureus Revenue Group LLC

the recognition of
S&P 500 Index Fund
For having satisfied all the requirements according to the
Commodity Futures Trading Commission rules.
In witness whereof, this license number:
837C-D6F8-5480-4CCD-A596-2803-6F30-0F81
is granted by authority at this month of October, in the year
two thousand eighteen.

The license also contains the name and alleged signature of a former CFTC Commissioner.

30. The license is fake. The CFTC never issued Aureus any recognition or license, and the CFTC never indicated that Aureus had satisfied the Act or Regulations. Likewise, the CFTC never assigned Aureus any "license number," and the former CFTC Commissioner did not sign the license.

31. During the Relevant Period, Defendants, through the acts of Matos, used the same fake thirty-two-digit alphanumeric CFTC license number in other documents sent to Pool Participants. For example, Defendants included the same fake CFTC license number when issuing a Pool Participant a "Certificate of Authenticity" on or about February 18, 2022, that "certif[ied]" a new or additional contribution by the Pool Participant.

32. During the Relevant Period, Defendants fraudulently solicited Pool Participants with the promise of guaranteed monthly interest returns or profits ranging from 1.5–3.75% per month. Matos represented to Pool Participants that contributing to the Aureus Pool was risk-free and could yield higher interest than keeping money at the bank. Defendants' promises of guaranteed monthly interest

returns or profits misled Pool Participants about the likelihood of gain and the possibility of loss associated with contributing to the Aureus Pool.

33. For example, in a document titled "Certificate of Authenticity" which Defendants provided to a Pool Participant on or about February 18, 2022, Defendants indicated the Pool Participant's contribution was "in exchange for a 3.75% monthly rate of profit[.]" The Certificate of Authenticity was printed on Aureus letterhead and signed, "Grateful for your trust, Yours, [wet-ink signature], EMIR MATOS, CEO. AUREUS REVENUE GROUP, LLC."

34. During the Relevant Period, Defendants, through the acts of Matos, provided other Pool Participants substantially similar certificates of authenticity that guaranteed 1.5–3.75% monthly profits.

35. During the Relevant Period, Defendants, through the acts of Matos, made other solicitations to Pool Participants. The solicitations misled Pool Participants about the likelihood of gain and the possibility of loss associated with participation in the Aureus Pool. For example, in an "Agreement Between the Parties" dated February 18, 2022, and signed by Matos, Defendants indicated, among other terms:

- Aureus promised to pay the Pool Participant a "3.75% monthly rate";
- a partial or total capital withdrawal was available on 48-hour notice; and
- if Aureus failed to timely honor the capital withdrawal request (including if Matos became incapacitated or died) the Pool Participant was free to deposit an accompanying warranty check—signed by Matos and drawn on an Aureus bank account at a federally

> insured bank—for the full amount of capital contributed by the Pool Participant.

36. The "Agreement Between the Parties" dated February 18, 2022, also threatened the Pool Participant that unauthorized use of the warranty check "will imply the loss of your benefits and you will be subject to criminal penalties for FELONY and blockages for future commercial and/or financial transactions in the USA." (emphasis in original).

37. The "Agreement Between the Parties" dated February 18, 2022, described Matos as the "Manager Director" of Aureus and contained a background image of a logo associated with Aureus.

38. During the Relevant Period, Defendants provided other Pool Participants substantially similar signed agreements between the parties guaranteeing 1.5–3.75% monthly profits. During the Relevant Period, Defendants provided other Pool Participants substantially similar warranty checks for the respective amounts they contributed.

39. During the Relevant Period, Defendants, through the acts of Matos, responded to Pool Participants' requests for account statements by providing the requesting Pool Participants account statements via email. The account statements falsely reported that Pool Participants' accounts had "Ending Balance[s]" reflecting the total of their net contributions and guaranteed profits. In reality, Defendants had already misappropriated or lost a significant portion of Pool Participants' contributions, and the share of the Aureus Pool available for

distribution to Pool Participants was significantly less than the stated "Ending Balance[s]" on the account statements.

40. During the Relevant Period, many of the Pool Participants were immigrants to the United States from Spanish-speaking countries.

41. Matos used Pool Participants' unfamiliarity with U.S. laws and financial systems to Defendants' advantage. Defendants used documents such as the fictitious license to feign compliance with U.S. laws. Defendants, through the acts of Matos, also threatened that Pool Participants would lose access to the financial system—and even face criminal prosecution—if they attempted to withdraw their capital from Aureus but failed to comply in any respect with Defendants' complicated withdrawal instructions.

***Defendants' Limited Trading Resulted in Nearly Total Losses.***

42. During the Relevant Period, Defendants used futures trading accounts at three FCMs to trade a limited amount of the funds provided by Pool Participants.

43. On or about May 23, 2018, Matos opened an account at Firm A, an FCM, in Matos's own name. On or about September 10, 2019, the Firm A account had a monthly ending balance of less than $250. During the Relevant Period, Defendants transferred $160,000 of pool funds to the Firm A account and withdrew about $31,000. Matos lost the remaining balance of the Firm A account to trading losses, fees, and commissions. The Firm A account was closed on or about November 8, 2021.

44. On or about September 10, 2020, Matos opened an account at Firm B, an FCM, in Aureus's name. During the Relevant Period, Defendants transferred $40,000 of pool funds to the Firm B account and withdrew about $25,000. Aureus lost the remaining balance of the Firm B account to trading losses, fees, and commissions. The Firm B account was closed on or about November 23, 2021.

45. On or about November 30, 2021, Matos opened an account at Firm C, an FCM, in Matos's own name. During the Relevant Period, Defendants transferred approximately $39,000 of pool funds to the Firm C account and withdrew approximately $15,000. Matos lost nearly the entire remaining balance of the Firm C account to trading losses, fees, and commissions.

46. The Firm C account contained one subaccount (the "**Subaccount**"), which had an authorized trader in addition to Matos. During the Relevant Period, the Subaccount received one deposit, totaling $5,000, of which $1,100 was later withdrawn. Nearly the entire balance of the deposit to the Subaccount was lost to trading losses, fees, and commissions.

47. Matos exclusively controlled and was the sole authorized trader for the accounts at Firm A, Firm B, and Firm C, with the exception of the Subaccount. During the Relevant Period, Matos exclusively traded E-mini S&P 500 futures contracts in the accounts at Firm A, Firm B, and Firm C (not including the Subaccount). The monthly statements during the Relevant Period for accounts at Firm A, Firm B, and Firm C (not including the Subaccount) reflect net trading

losses totaling over $160,000. The monthly statements during the Relevant Period for the Subaccount reflect net trading losses totaling approximately $2,400.

***Defendants Misappropriated Pool Participants Funds.***

48. During the Relevant Period, Defendants received Pool Participants' contributions into accounts Aureus and Matos maintained at federally insured banks. Matos used Aureus bank accounts as his own and paid some of his personal and living expenses out of Aureus's four accounts at four federally insured banks.

49. Matos misappropriated $487,644.41 from the Aureus Pool for the benefit of himself and his family to pay for, among other things, rent on his home, groceries, restaurant meals, travel, taxes, and contributions to his personal securities brokerage account.

50. During the Relevant Period, Defendants misappropriated $872,763.89 from the Aureus Pool for Aureus's benefit to repay some Pool Participants fictitious monthly profits. Defendants generally made payments of fictitious profits via ACH or wire transfer from accounts Aureus maintained at federally insured banks.

51. Defendants paid Pool Participants fictitious monthly profits to keep the scheme alive by convincing Pool Participants to contribute more to the Aureus Pool or refrain from withdrawing their contributions.

52. The scheme worked, for a time. During the Relevant Period, certain Pool Participants saw the monthly payments of fictitious returns come in from Aureus and, believing Aureus was actually yielding profit above their capital

contributed, contributed more to the Aureus Pool or refrained from withdrawing capital from the Aureus Pool. Since the beginning of the Relevant Period, after paying redemptions to Pool Participants of approximately $872,763.89, the net loss to all Pool Participants is at least $666,038.67.

***Defendants Fabricated Stories About an Account Audit and Hacking Incident to Cover Up Defendants' Misappropriation and Trading Losses.***

53. In or around summer 2022, Defendants stopped making monthly payments to Pool Participants.

54. In response, certain Pool Participants demanded Defendants return the capital they contributed to the Aureus Pool.

55. To explain why Defendants were no longer making monthly payments or returning capital to Pool Participants, Matos concocted a story about a supposed audit by Firm A, an FCM, of Aureus's trading account. Matos told Pool Participants the audit prevented Defendants from withdrawing any funds.

56. In support of this fake audit, Matos sent Pool Participants fictitious correspondence Defendants purportedly received from Firm A's "Audit Department." The correspondence, dated August 9, 2022, contains letterhead bearing Firm A's logo and address. The correspondence notes that Firm A was a "Registered Futures Commission Merchant," "Registered CFTC," and a National Futures Association member. The correspondence further notes that Aureus operated an investment fund trading futures contracts referencing the S&P 500 Index. The correspondence reads, in pertinent part:

> Dear member: Aureus Revenue Group LLC
> 10825 Tilston PT, Orlando, FL, 32832
> CFTC License Number: 837C-D6F8-5480-4CCD-A596-2803-6F30-0F81
>
> This letter of intention is to inform you that your S&P500 Index Fund is going to be subject to Audit as of date of this missive.
>
> This procedure doesn't respond to any particular reason, is totally random and routine and, more importantly, is unrelated to your performance.
>
> Usually, it doesn't take no longer than 30 business days to make the review, but no withdrawals of any kind can be made during the process; however, the possibility of make deposits and even trading buy/sell transactions, remains in force, without any inconvenience, so, the benefits will continue showing up. Remember that your clients are absolutely protected by the CFTC and their capital it is not at risk regardless of the audit findings.
>
> Audit Department.

57. In further support of the fake audit, Defendants sent Pool Participants fictitious follow-up correspondence Defendants allegedly received on or about September 19, 2022, from Firm A's "Audit Department." The follow-up correspondence contains the same counterfeit Firm A letterhead and is addressed to Aureus, noting the same address and fictitious thirty-two-digit alphanumeric CFTC license number. The follow-up correspondence reads, in pertinent part:

> This letter of intention is to inform you that your S&P500 Index Fund Internal Audit was completed in a successful way.
>
> We will send you the final report once we complete the pending signatures in order of hierarchy, therefore, your release date has been scheduled as the business day on October 03rd 2022, from that moment onwards you will have the availability to fulfill the pending commitments with your value customers.

> We recommend keeping the final authenticated report to protect your company from any external regulatory entities.
>
> We understand and apologize for any possible inconvenience, but these types of procedures guarantee the transparency that we have built over 50 years.
>
> Be aware that there is no specific order to comply with probable future audits.
>
> Congratulations,
>
> Audit Department.

58. Both pieces of alleged correspondence were fictitious. Aureus was never subject to an audit by Firm A. In fact, Aureus never had an account with Firm A. Matos had an account with Firm A that he closed on or about November 8, 2021, nine months prior to the date on the first correspondence.

59. On or about September 25, 2022, Matos showed a representative of a Pool Participant a view of a futures trading platform that falsely indicated Matos had access to approximately $3 million in a trading account ostensibly frozen in the Firm A audit.

60. After the fabricated story about a Firm A "audit" ran its course, Matos began falsely telling Pool Participants that the Aureus trading account had been infiltrated by a hacker. Matos organized video conferences, via the Zoom platform, to discuss the hacking matter with Pool Participants. Matos asserted that Aureus's futures trading account was hacked by an external group and that the hack has prevented him from taking money out to repay Pool Participants. Matos said as a result of the hack he could not return any funds, and investors will have to wait

until the intruders occupying the account "leave," so he can recover the money and give it back to Pool Participants. Matos also falsely told Pool Participants that Aureus was reaching $4 million dollars in its futures trading account, and he hopes the intruders will leave or be caught so Matos can access the money and repay Pool Participants.

61. Matos's statements about an alleged hacker and an Aureus futures trading account with millions of dollars in it were and are false. In September 2022, there was less than $1,000 in any remaining futures trading account on behalf of the Aureus Pool and, from September 2022 through February 2024, monthly account statements showed ending balances ranging from less than $5,000 each month to less than $100 in February 2024.

62. On or about July 4, 2023, Matos also used at least one Zoom video conference to discuss a crime called "debt harassment" and threateningly implied to Pool Participants that by asking for their capital back they were committing that crime.

***Aureus Acted as a CPO Without Registration, and Matos Acted as an Unregistered AP of a CPO.***

63. During the Relevant Period, Aureus, through Matos, acted as a commodity pool operator ("**CPO**") by engaging in a business that is of the nature of a commodity pool, and in connection therewith, solicited, accepted, and/or received funds for the purpose of trading in commodity futures. Furthermore, in

connection with Aureus's business as a CPO, Aureus made use of the mails or other means of interstate commerce, which required Aureus's registration as a CPO.

64. During the Relevant Period, Matos acted in a capacity requiring registration as an associated person ("**AP**") of a CPO by soliciting Pool Participants and prospective Pool Participants for participation in the Aureus Pool, while being associated with Aureus as a partner, officer, employee, or similar agent.

65. During the Relevant Period, Aureus was not registered with the Commission as a CPO, and Aureus did not file a notice of exemption from registration or any annual affirmation of a notice of exemption with the National Futures Association. During the Relevant Period, Matos was not registered with the Commission as an AP of a CPO as required by the Act and Regulations.

***Matos Acted as a Controlling Person of Aureus.***

66. Matos was a controlling person of Aureus. Matos was the Chief Executive Officer and Manager and held a fifty percent interest in Aureus (until September 30, 2022, when Matos assumed full ownership of Aureus), which in practice allowed him to possess general control over Aureus. Matos also exercised specific control over Aureus, as he was responsible for all trading and other decisions at Aureus and was the primary source of information for Pool Participants regarding Aureus and their funds.

67. Matos controlled the solicitation, receipt, and acceptance of Aureus Pool funds for the purpose of purchasing or selling commodity interests, including

E-mini S&P 500 futures contracts subject to the rules of CME, a designated contract market.

68. Matos controlled the Aureus bank accounts. Matos was the sole signatory on two of four of Aureus's bank accounts and a co-signatory on two other Aureus bank accounts. These four Aureus bank accounts are (mainly) where, during the Relevant Period, Pool Participants transferred funds for the purpose of participating in the Aureus Pool.

***Aureus Failed to Provide Pool Disclosure Documents.***

69. During the Relevant Period, Aureus, while acting as CPO of the Aureus Pool, failed to provide pool disclosure documents as required by Regulation 4.21, 17 C.F.R. § 4.21 (2024), including but not limited to documents providing or describing required cautionary statements, risk disclosures, fees and expenses incurred, past performance disclosures, and others.

**B. Conclusions of Law**

***Jurisdiction and Venue***

70. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1345 (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). In addition, Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), authorizes the Commission to seek injunctive and other relief against any person whenever it appears 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.

71. Venue properly lies with this Court pursuant to Section 6c(e) of the Act, 7 U.S.C. § 13a-1(e), because the Defendants are found in, inhabit, or transact business in this District, and because acts and practices in violation of the Act occurred, are occurring, or are about to occur, within this District. Venue is also proper under 28 U.S.C. § 1391(b) because the Defendants reside in this District.

***Count One – Fraud and Deceit***

72. Section 4b(a)(1) of the Act, 7 U.S.C. § 6b(a)(1), makes it unlawful:

> [F]or any person, in or in connection with any order to make, or the making of, any contract of sale of any commodity in interstate commerce or for future delivery that is made, or to be made, on or subject to the rules of a designated contract market, for or on behalf of any other person . . .
>
> (A) to cheat or defraud or attempt to cheat or defraud the other person;
>
> (B) willfully to make or cause to be made to the other person any false report or statement or willfully to enter or cause to be entered for the other person any false record; [or]
>
> (C) willfully to deceive or attempt to deceive the other person by any means whatsoever in regard to any order or contract or the disposition or execution of any order or contract, or in regard to any act of agency performed, with respect to any order or contract for or, in the case of paragraph (2), with the other person . . . .

73. Defendants told Pool Participants that the Aureus Pool would trade futures contracts referencing the S&P 500 Index.

74. As described in paragraphs 17 through 69 above, during the Relevant Period Defendants violated 7 U.S.C. § 6b(a)(1)(A)–(C), in connection with any

order to make or the making of any contract of sale of any commodity in interstate commerce or for future delivery that is made, or to be made, on or subject to the rules of a designated contract market, for or on behalf of any other person, by: (a) misrepresenting expected profits by promising grossly inflated and guaranteed profits without any basis to make such claims or promises; (b) misrepresenting expected risk of loss by wholly negating any such risk in Defendants' solicitations to Pool Participants, including by providing "warranty checks" that falsely guaranteed Pool Participant contributions were available; (c) misrepresenting Aureus's registration with the Commission and compliance with the Regulations by providing Pool Participants a license falsely stating that the Commission certified Aureus's compliance with the Regulations; (d) failing to disclose that Aureus was acting as a CPO and Matos was acting as an AP of a CPO while unregistered with the Commission, in violation of the Act and Regulations; (e) failing to disclose that Pool Participant funds were commingled with Matos's own funds; (f) misappropriating Pool Participant funds to pay Matos's personal expenses and debts, and to pay other Pool Participants fake returns in the nature of a Ponzi scheme; (g) failing to disclose that pool funds were misappropriated by Matos to pay Matos's own debts and personal purchases; (h) failing to disclose that pool funds were being used by Defendants to make Ponzi payments to other Pool Participants in order to hide the fraudulent nature of the scheme; (i) impersonating Firm A and misrepresenting that Aureus's inability to honor withdrawal requests were caused by an audit of Aureus's account at Firm A; (j)

fabricating and providing false documents to Pool Participants purporting to be letters from Firm A, one of Aureus's FCMs, explaining an "audit process" to support Defendant's misrepresentations about Aureus's inability to honor withdrawal requests; (k) misrepresenting that Aureus's inability to honor withdrawal requests were caused by a hack of one of Aureus's trading accounts; and (l) misrepresenting and providing false account statements about the availability of Pool Participants' funds when such funds had been lost through unprofitable trading, misappropriated by Matos for personal expenses, or used to make Ponzi payments to other Pool Participants.

75. Defendants directly engaged in the acts and practices described above intentionally, knowingly, or with reckless disregard for the truth of their representations or omissions.

76. Matos directly or indirectly controlled Aureus and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting violations of 7 U.S.C. § 6b(a)(1)(A)–(C) committed by Aureus. Therefore, pursuant to 7 U.S.C. § 13c(b), Matos is also liable as a control person for each of Aureus's violations of 7 U.S.C. § 6b(a)(1)(A)–(C).

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

***Count Two - Fraud and Deceit by CPOs and APs of CPOs***

78. Section 1a(11)(A)(i) of the Act, 7 U.S.C. § 1a(11)(A)(i), defines a commodity pool operator, in relevant part, as any person:

> [E]ngaged in a business that is of the nature of a commodity pool, investment trust, syndicate, or similar form of enterprise, and who, in connection therewith, solicits, accepts, or receives from others, funds, securities, or property, either directly or through capital contributions, the sale of stock or other forms of securities, or otherwise, for the purpose of trading in commodity interests, including any—
>
> (I) commodity for future delivery, security futures product, or swap . . . .

79. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus acted as a CPO by engaging in a business, for compensation or profit, that is of the nature of a commodity pool, and in connection therewith, soliciting, accepting, or receiving funds from others for the purpose of trading in commodity interests.

80. Regulation 1.3, 17 C.F.R. § 1.3 (2024), defines an associated person of a CPO as any natural person associated with:

> (3) A [CPO] as a partner, officer, employee, consultant, or agent (or any natural person occupying a similar status or performing similar functions), in any capacity which involves (i) the solicitation of funds, securities, or property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged[.]

81. As described in paragraphs 17 through 69 above, during the Relevant Period Matos was associated with a CPO as a partner, officer, employee, consultant, or agent in a capacity that involved the solicitation of funds, securities, or property for participation in a commodity pool, or the supervision of any person

or persons so engaged. Therefore, Matos was an AP of a CPO as defined by 17 C.F.R. § 1.3.

82. Section 4*o*(1)(A)–(B) of the Act, 7 U.S.C. § 6*o*(1)(A)–(B), prohibits CPOs and APs of CPOs, whether registered with the Commission or not, by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly, from employing devices, schemes or artifices to defraud any client or participant or prospective client or participant, or engaging in transactions, practices, or courses of business which operate as a fraud or deceit upon any client or participant or prospective client or participant.

83. As described in paragraphs 17 through 69 above, during the Relevant Period Defendants violated 7 U.S.C. § 6*o*(1)(A)–(B) by, through use of the mails or any means or instrumentality of interstate commerce: (1) knowingly or recklessly employing devices, schemes or artifices to defraud Pool Participants and prospective Pool Participants, as further described in paragraph 74 above; or (2) engaging in transactions, practices, or courses of business which operated as a fraud or deceit upon Pool Participants or prospective Pool Participants, as further described in paragraph 74 above.

84. Matos directly or indirectly controlled Aureus and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting violations of 7 U.S.C. § 6*o*(1) committed by Aureus. Therefore, pursuant to 7 U.S.C. § 13c(b), Matos is also liable as a control person for each of Aureus's violations of 7 U.S.C. § 6*o*(1)(A)–(B).

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

***Count Three - Failure to Register as a CPO and an AP of a CPO***

86. Subject to certain exceptions not relevant here, 7 U.S.C. § 6m(1) states that it shall be "unlawful for any . . . [CPO], unless registered under this chapter, to make use of the mails or any means or instrumentality of interstate commerce in connection with his business as such . . . [CPO] . . . ."

87. Subject to certain exceptions not relevant here, 7 U.S.C. § 6k(2) states that it shall be:

> [U]nlawful for any person to be associated with a [CPO] as a partner, officer, employee, consultant, or agent (or any person occupying a similar status or performing similar functions), in any capacity that involves (i) the solicitation of funds, securities, or property for a participation in a commodity pool or (ii) the supervision of any person or persons so engaged, unless such person is registered with the Commission under this chapter as an [AP] of such [CPO] . . . .

88. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus acted as a CPO by soliciting, accepting, or receiving funds from others for the purpose of trading in commodity interests. *See* 7 U.S.C. § 1a(11).

89. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus, which has never been registered with the Commission in any capacity, used the mails or means of interstate commerce, including but not limited

to email, the ACH system, and wire transfers, in connection with its business as a CPO, thereby violating 7 U.S.C. § 6m(1).

90. As described in paragraphs 17 through 69 above, during the Relevant Period Matos, who has never been registered with the Commission in any capacity, acted as an AP of a CPO by associating with a CPO, Aureus, as a partner, officer, employee, consultant, or agent in a capacity that involved the solicitation of funds for participation in a commodity pool, the Aureus Pool, thereby violating 7 U.S.C. § 6k(2). *See* 17 C.F.R. § 1.3.

91. Matos directly or indirectly controlled Aureus and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting violations of 7 U.S.C. § 6m(1) committed by Aureus. Therefore, pursuant to 7 U.S.C. § 13c(b), Matos is also liable as a control person for each of Aureus's violations of 7 U.S.C. § 6m(1).

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

***Count Four - Failure to Receive Pool Participants' Funds in the Pool's Name, and Commingling of Funds by a CPO***

93. 17 C.F.R. § 4.20(a)(1) requires a CPO, whether registered with the Commission or not, to operate its commodity pool as a legal entity separate from that of the CPO.

94. 17 C.F.R. § 4.20(b) prohibits CPOs, whether registered or not, from receiving pool participants' funds in any name other than that of the pool.

95. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus, while acting as CPO for the Aureus Pool, failed to operate the Aureus Pool as a legal entity separate from Aureus, and received Pool Participants' funds in the names of Matos and Aureus, rather than in the name of a commodity pool cognizable as a legal entity separate from Aureus, in violation of 17 C.F.R. § 4.20(a)(1) and (b).

96. Under 17 C.F.R. § 4.20(c), a CPO may not "commingle the property of any pool that it operates or that it intends to operate with the property of any other person."

97. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus, while acting in its capacity as CPO, caused Pool Participant funds to be commingled with funds of other persons, including funds belonging to Matos, in violation of 17 C.F.R. § 4.20(c).

98. Matos directly or indirectly controlled Aureus and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting violations of 17 C.F.R. § 4.20(a)(1), (b), and (c) committed by Aureus. Therefore, pursuant to 7 U.S.C. § 13c(b), Matos is also liable as a control person for each of Aureus's violations of 17 C.F.R. § 4.20(a)(1), (b), and (c).

99. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Matos will continue to engage in the acts and practices alleged in

the Complaint and in similar acts and practices in violation of the Act and Regulations.

***Count Five - Failure to Provide Pool Disclosure Documents***

100. 17 C.F.R. § 4.21(a)(1) provides, in pertinent part:

> [E]ach commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool . . . .

101. As described in paragraphs 17 through 69 above, during the Relevant Period Aureus was required to be registered with the Commission as a CPO, but Aureus failed to provide prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2024), in violation of 17 C.F.R. § 4.21.

102. Matos directly or indirectly controlled Aureus and did not act in good faith, or knowingly induced, directly or indirectly, the acts constituting violations of 17 C.F.R. § 4.21 committed by Aureus. Therefore, pursuant to 7 U.S.C. § 13c(b), Matos is also liable as a control person for each of Aureus's violations of 17 C.F.R. § 4.21.

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

## IV. PERMANENT INJUNCTION

It is hereby **ORDERED AND ADJUDGED** as follows:

104. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § l3a-1, Matos is permanently restrained, enjoined, and prohibited from directly or indirectly:

a. cheating or defrauding, or attempting to cheat or defraud, other persons in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery that is made, or to be made, for or on behalf of, or with, any other person, in violation of Section 4b(a)(2)(A)–(C) of the Act, 7 U.S.C. § 6b(a)(2)(A)–(C);

b. employing any device, scheme, or artifice to defraud any client or participant or prospective client or participant, or engaging in any transaction, practice or course of business which operates as a fraud or deceit upon any client or participant or prospective participant in violation of Section 4*o*(l)(A)–(B) of the Act, 7 U.S.C. § 6*o*(l)(A)–(B);

c. acting as an AP of a CPO without being registered with the Commission, in violation of Section 4k(2) of the Act, 7 U.S.C. § 6k(2);

105. Matos 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 la(40) of the Act, 7 U.S.C. § la(40));

b. Entering into any transactions involving "commodity interests" (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2024), for his own personal 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 Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2024); and/or

g. Acting as a principal (as that term is defined in Regulation 3.l(a), 17 C.F.R. § 3.l(a) (2024)), agent or any other officer or employee of any person (as that term is defined in 7 U.S.C. § la(38)), registered, exempted from registration or required to be registered with the Commission except as provided for in Regulation 4.l 4(a)(9), 17 C.F.R. 4.14(a)(9) (2024).

## V. RESTITUTION AND CIVIL MONETARY PENALTY

### A. Restitution

106. Matos shall pay, jointly and severally with any order for restitution in a final judgment against Aureus in the above-captioned action, restitution in the amount of six hundred sixty-six thousand thirty-eight dollars and sixty-seven cents ($666,038.67) ("**Restitution Obligation**"). If the Restitution Obligation is not paid immediately in full, 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. To effect payment of the

Restitution Obligation, Matos shall contact Charles Marvine, in accordance with the Notice provision found in paragraph 115 below, for further instruction.

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

108. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each pool participant 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 Matos to ensure continued compliance with any provision of this Consent Order and to hold Matos in contempt for any violations of any provision of this Consent Order.

**B. Civil Monetary Penalty**

109. Matos shall pay, jointly and severally with any order for a civil monetary penalty in a final judgment against Aureus in the above-captioned action, a civil monetary penalty in the amount of six hundred sixty-six thousand thirty-eight dollars and sixty-seven cents ($666,038.67) ("**CMP Obligation**"), within ten days of the date of the entry of this Consent Order. If the CMP Obligation is not paid in full within ten days of the date of entry of this Consent Order, then post-judgment interest shall accrue on the unpaid portion of the CMP

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.

110. Matos shall pay his CMP Obligation and any post-judgment interest 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.

MMAC/ESC/ AMK326
Commodity Futures Trading Commission
6500 S. MacArthur Blvd.
HQ Room266
Oklahoma City, OK 73169
9-AMC-AR-CFTC@faa.gov

111. If payment by electronic funds transfer is chosen, Matos shall contact the Federal Aviation Administration at the email address above to receive payment instructions and shall fully comply with those instructions. Matos shall accompany payment of the CMP Obligation with a cover letter that identifies the paying defendant and the name and docket number of this proceeding.

112. Matos 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, D.C. 20581.

### C. Provisions Related to Monetary Sanctions

113. Partial Satisfaction: Acceptance by the Commission of any partial payment of Matos's Restitution Obligation or CMP 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.

## VI. MISCELLANEOUS PROVISIONS

114. Until such time as Matos satisfies in full his Restitution Obligation and CMP Obligation under this Consent Order, upon the commencement by or against Matos of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of Matos'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
Three Lafayette Centre
1155 21st Street N.W.
Washington, DC 20581

115. 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 Commission:

Charles Marvine
Deputy Director and Acting Chief of the Retail Fraud and General Enforcement Task Force, Division of Enforcement

Commodity Futures Trading Commission
2600 Grand Blvd., Ste. 210
Kansas City, MO 64108

Notice to Matos:

Emir Jesus Matos Camargo
14110 Sanctuary Ridge Way, #200
Orlando, FL 32832

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

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

117. 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.

118. 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.

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

120. 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 Matos to modify or for relief from the terms of this Consent Order.

121. 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) Matos; (2) any officer, agent, servant, employee, or attorney of Matos; and (3) any other persons who are in active concert or participation with any persons described in subsection (1) and (2) above.

122. 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.

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

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

## VII. CONCLUSION

Based on the foregoing, the Commission's Motion for Entry of Proposed Consent Order for Permanent Injunction, Civil Monetary Penalties, and Other Statutory and Equitable Relief Against Defendant Emir Jesus Matos Carmargo (Doc. 65) is **GRANTED**. The Clerk of Court is **DIRECTED** to enter judgment consistent with this Consent Order.

**DONE AND ORDERED** in Orlando, Florida on April 6, 2026.

PAUL G. BYRON
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties