UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

COMMODITY FUTURES TRADING COMMISSION,

Plaintiff,

v.

ANDREW M. MIDDLEBROOKS and EIA ALL WEATHER ALPHA FUND I PARTNERS, LLC,

Defendants.
_____/

Case No. 2:22-cv-11943

HONORABLE STEPHEN J. MURPHY, III

CONSENT ORDER FOR PERMANENT INJUNCTION

I. INTRODUCTION

On August 19, 2022, Plaintiff Commodity Futures Trading Commission ("Commission" or "CFTC") filed its Complaint for Injunctive and Other Equitable Relief and Civil Monetary Penalties (the "Complaint") [Docket Entry ("D.E.") 1] against Defendants Andrew M. Middlebrooks ("Middlebrooks") and EIA All Weather Alpha Fund I Partners, LLC ("EIA") (collectively, "Defendants") seeking, among other things, injunctive and other equitable relief for violations of the Commodity Exchange Act (the "Act"), 7 U.S.C. §§ 1-26, and the Commission's Regulations ("Regulations"), 17 C.F.R. §§ 1-190 (2025).

II. CONSENTS AND AGREEMENTS

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

1. Consent to the entry of this Consent Order for Permanent Injunction Against All Defendants ("Consent Order");

2. Affirm that they have 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. Acknowledge service of the summons and Complaint;

4. Admit the jurisdiction of this Court over them and the subject matter of this action pursuant to 7 U.S.C. § 13a-1;

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

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

7. Waive:

a) Any and all claims that they 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 (2025), relating to, or arising from, this action;

b) Any and all claims that they 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. Consent to the continued jurisdiction of this Court over them 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 Defendants now or in the future reside outside the jurisdiction of this Court;

10. Agree that they 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 waive any objection based thereon;

11. Admit to all the findings made in this Consent Order and all the allegations in the Complaint; and

12. Agree 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 Defendants 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, and permanent injunction pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties to this Consent Order

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

14. Defendant **Andrew M. Middlebrooks** was a resident of the Detroit, Michigan metro area from approximately July 2015 through February 2020. Middlebrooks acted as an Associated Person ("AP") of EIA, a Commodity Pool Operator ("CPO"). Middlebrooks has never been registered with the CFTC in any capacity.

15. **EIA All Weather Alpha Fund I Partners, LLC** is a Delaware limited liability company formed on or about June 12, 2017, with its principal place of business in Novi, Michigan. EIA is the general partner and CPO of a commodity pool called EIA All Weather Alpha Fund I, LP (the "Fund"), with ultimate authority over the Fund's investments and operations. EIA is controlled by Middlebrooks, who is the sole owner and member-manager of EIA as well as its Chief Executive Officer, Chief Investment Officer, and portfolio manager. The Fund is a Delaware limited partnership, formed on or about June 13, 2017. EIA has never been registered with the CFTC in any capacity.

2. Summary of Defendants' Scheme

16. As discussed in greater detail below, from at least mid-2017 through at least April 2022 (the "Relevant Period"), EIA, through Middlebrooks, who managed

the Fund, engaged in a scheme through which they fraudulently solicited individuals in the United States and elsewhere to trade commodity interests (including futures and options on futures), among other financial products, through the Fund. In connection with this fraudulent scheme, Defendants accepted and pooled millions of dollars from dozens of Fund participants.

17. During the Relevant Period, Middlebrooks and EIA made numerous false and misleading statements and omissions to, among other things, lure new Fund participants and convince existing Fund participants to maintain or increase their contributions to the Fund. These misrepresentations and omissions included claims (i) that the Fund was extraordinarily profitable when in fact it suffered catastrophic trading losses; (ii) exaggerating the amount of assets under management in the Fund; and (iii) that the Fund's financial statements were audited by an outside auditing firm when in fact they were not. Such claims were made by Defendants in part by issuing false reports to existing and prospective Fund participants in the form of falsified monthly account statements and fabricated financial statements, among other things.

3. Middlebrooks Controlled and Had Authority Over EIA and Its Creation and Dissemination of Fund Materials.

18. Middlebrooks, as the sole owner and managing-member of EIA, who exercised ultimate authority over the Fund, was the control person for the Fund and was responsible for the content of all the EIA- and Fund-related documents, communications, and information provided to existing and prospective Fund

participants. In addition, Middlebrooks solicited and supervised the solicitation by others of existing and prospective Fund participants to invest in the fund.

19. The EIA- and Fund-related documents included the following: EIA representatives' emails; investor presentations ("Investor Presentations"); a Private Placement Memorandum ("PPM"); one-page monthly summaries of the Fund that showed its purported monthly performance ("Performance Sheets"); a Limited Partnership Agreement ("LPA"); subscription documents for investment in Fund limited partnership interests ("Subscription Documents"); EIA's website; Middlebrooks's LinkedIn page; and monthly investor account statements made available through an investor internet portal.

20. Middlebrooks either prepared or directed the preparation of each document or had ultimate authority over the content of each document as well as oral representations made by Defendants' agents and was responsible for the dissemination of the documents and other communications described herein and in the Complaint.

4. Defendants Solicited and Accepted Millions of Dollars from Fund Participants.

21. During the Relevant Period, EIA, through Middlebrooks, EIA employees, and individuals associated with EIA, solicited existing and prospective participants for the Fund by use of the mails and other means or instrumentalities of interstate commerce. Middlebrooks and others who worked with him at times held telephone calls and video conference calls to discuss the Fund with prospective Fund

participants before emailing offering materials, subscription information, and wire information to prospective Fund participants.

22. At various points during the Relevant Period, Middlebrooks and EIA solicited existing and prospective Fund participants through EIA's website, which described EIA's investment strategy for the Fund and other information about its operations. Additionally, at various points during the Relevant Period, Middlebrooks maintained a LinkedIn account that contained background information on the Fund.

23. To complete a Fund investment, participants typically signed various Subscription Documents and sent them back to EIA. According to the Subscription Documents, participants in the Fund were provided a copy of the PPM and LPA.

24. The PPM and LPA each described numerous aspects of the structure, operation, and management of the Fund, including how the Fund must use participant money to invest and trade in a wide range of investments (including commodity interests as that term was defined in 17 C.F.R. § 1.3 (2025)).

25. During the Relevant Period, Middlebrooks and EIA received millions of dollars from dozens of participants for the purpose of investing in the Fund.

5. The Fund Traded Commodity Interests Among Other Financial Products, and Defendants' Trading Resulted in Massive Losses.

26. According to the Fund's June 2017 PPM, which was provided to prospective Fund participants, the Fund's portfolio is not limited to any particular type of instrument and thus may include "derivatives," "options," and "swaps."

27. According to EIA's LPA, which was provided to Fund participants, the Fund "is organized to invest in a wide range of investments," including commodity

interests such as "futures…(and options thereon) relating to all financial instruments…"

28. During the Relevant Period, Defendants transferred the large majority of Fund participant money to trading or other investment accounts.

29. During the Relevant Period, Defendants traded in the Fund a large volume of commodity interests on a registered exchange/designated contract market. The commodity interests included futures contracts and options on futures contracts.

30. Defendants' trading and investing of Fund participant money resulted in catastrophic losses. For example, during the Relevant Period, Defendants deposited approximately $21 million of Fund participant funds into trading accounts at one particular brokerage firm. Defendants' trading in these accounts resulted in realized losses of more than $16 million. Further, almost 90 percent of these losses were incurred trading futures and futures options at the firm.

6. Defendants Made Material Misstatements and Omissions When Soliciting Participants to Participate in the Fund.

31. In soliciting participants in the Fund, Defendants made numerous materially false and misleading statements and omissions regarding, among other things, the Fund's performance, the amount of assets in the Fund, and the Fund's purported auditor and advisory board.

a. Defendants Made False and Misleading Statements about the Fund's Performance.

32. Throughout the Relevant Period, EIA and Middlebrooks misrepresented the Fund's performance in order to solicit new participants and to lull current Fund participants into maintaining their Fund investment and induce them into investing

more. Yet, each year, and in most months, the Fund suffered significant losses. However, despite these losses, Middlebrooks and EIA created and distributed numerous documents claiming the Fund had exceptionally positive investment performance.

i. Investor Presentations and Performance Sheets

33. Middlebrooks and EIA made false and misleading statements regarding the financial performance of the Fund to prospective and existing Fund participants throughout the Relevant Period in (1) Investor Presentations, which were prepared and distributed quarterly (e.g., "Investor Presentation Q1 2020") and represented the Fund's cumulative return and "winning months" percentage, among other things, and (2) one-page monthly Performance Sheets, which were created and distributed on a monthly basis and provided similar if not identical information contained in the Investor Presentations.

34. For example, an Investor Presentation for the quarter ending September 30, 2019, stated that the Fund had a total cumulative return to date of 476.81 percent and that in the months of trading to date, 81.82 percent of them were "winning months." In reality, EIA and the Fund had lost money every year (and almost every month) since the Fund's inception.

35. Likewise, a December 2021 Performance Sheet claimed that the Fund had yearly positive returns of 117.25% (2017), 54.31% (2018), 71.94% (2019), 135.74% (2020), 86.66% (2021). This Performance Sheet also claimed that the Fund had a total cumulative return to date of 2,436.43 percent and that in the months of trading

to date, 85 percent of them were "winning months." In reality, the Fund had negative returns in each of those years.

36. Existing and prospective Fund participants relied on Defendants' representations about Fund performance in deciding whether to participate in the Fund. Indeed, several Fund participants made their investments in the Fund, in part, based on the false performance returns stated in these documents.

37. A reasonable Fund participant would have understood from the statements regarding the Fund's performance in the Performance Sheets and Investor Presentations that EIA's trading of Fund assets was extraordinarily profitable.

38. In reality, each of these statements was false. EIA lost money trading Fund assets.

39. Each of the above statements regarding the performance of the Fund was false when made, and Defendants knew or were reckless in not knowing, and should have known, that their statements concerning the performance of the Fund were false and misleading. Middlebrooks, as the sole owner, portfolio manager, and member-manager of EIA, which "serves as the Fund's Investment Manager" and is "responsible for managing the investment of the Fund's assets," would have known the actual performance numbers and knew the performance number representations made to Fund participants were false.

40. The above misrepresentations regarding the performance of the Fund were material to existing and prospective Fund participants because, among other

things, participants consider a pool operator's historical performance to be relevant to the probability that a pool operator may perform well in the future. Moreover, ongoing performance updates, including the Performance Sheets, were material to Fund participants' decisions to maintain or increase their investments in the Fund.

ii. Falsified Monthly Account Statements

41. Throughout the Relevant Period, Defendants also provided false performance results to Fund participants in monthly individual statements disseminated to Fund participants through an internet portal hosted by a third party. These monthly Fund participant statements represented positive returns in the Fund participants' accounts and ever-increasing account balances based on purported gains from trading the Fund's assets.

42. A reasonable investor would have understood from the monthly individual statements that EIA's trading of the Fund assets was profitable and that their investments in the Fund were increasing in value.

43. In reality, the purported gains and Fund participant balances reflected in the monthly individual statements were false because the Fund lost money trading each year during the Relevant Period.

44. Based in part on these false monthly account statements, certain Fund participants continued to increase their investments in the Fund.

45. Each of the above representations regarding the performance and value of participants' Fund investments reflected in the monthly individual statements was false when made, and Defendants knew or were reckless in not knowing, and should have known, that their statements concerning the performance and value of

participants' Fund investments in the monthly statements were false and misleading. Middlebrooks, as the sole owner, portfolio manager, and member-manager of EIA, which "serves as the Fund's Investment Manager" and is "responsible for managing the investment of the Fund's assets," would have known the value of participants' Fund investments set forth in the monthly statements were false and misleading.

46. These misrepresentations regarding the performance of participants' Fund investments were material to Fund participants because, among other things, participants consider a pool's performance when deciding to redeem, hold, or increase the amount of their investment.

b. Defendants Made False and Misleading Statements about the Amount of Assets in the Fund

47. Defendants also repeatedly misrepresented the amount of assets in the Fund orally and in documents disseminated to existing and prospective Fund participants.

48. Defendants misrepresented to existing and prospective Fund participants that the Fund had tens of millions to over $100 million in assets. For example, Performance Sheets represented that the Fund had "AUM [Assets Under Management]" of "$4 million" by January 2018, "$8 million" by April 2018, "$17 million" by October 2019, "~$25 million" by April 2020, "~$50 million" by February 2021, and "~$100 million" by December 2021.

49. Further, Performance Sheets and Investor Presentations represented Fund performance each month since January 2017, and a cumulative performance

return since January 2017, implying the Fund had assets starting in January 2017. In reality, the Fund did not exist until June 2017.

50. Middlebrooks orally represented to certain Fund participants that the Fund had AUM of "$110 million" in February or March 2022 and "$130 million" in March 2022.

51. In early 2022, Defendants sent to existing and prospective Fund participants purportedly audited Fund financial statements as of December 31, 2020, misrepresenting that the Fund had assets of $139,071,427.

52. Defendants' representations of the Fund's assets under management, in particular representations of AUM in excess of $40 million, were false.

53. A reasonable Fund participant would have understood from these statements that the Fund had assets in the amounts contained in the various disclosures described above.

54. Each of the above disclosures was false when made, and Defendants knew or were reckless in not knowing, and should have known, that their statements were false and misleading.

55. The above misrepresentations regarding assets of the Fund and the amount of its AUM were material to existing and prospective Fund participants because, among other reasons, the amount of the Fund's assets indicated that other Fund participants had analyzed the Fund and determined that it was an attractive investment, and the Fund's substantial assets signaled that the operations of EIA and the Fund were profitable and sustainable.

c. Defendants Made False and Misleading Statements About an Audit of the Fund's Financial Statements and the Fund's Purported Auditor.

56. Throughout the Relevant Period, Defendants falsely represented to Fund participants, both in the LPA as well as in Investor Presentations and Performance Sheets, that the Fund engaged outside auditors to audit its financial statements and that its financial records had been and would be audited. These representations were false because an audit of the Fund was never completed.

57. Defendants also misrepresented that the Fund had an audit firm. Indeed, rather than actually retain an audit firm to audit the Fund's financials, Middlebrooks, utilizing templates of the reports and statements used by an audit firm, fabricated financial statements for the Fund.

58. Thereafter, Middlebrooks provided these fabricated financial statements for the Fund to Fund participants who subsequently sent additional funds to Defendants for investment in the Fund.

59. A reasonable investor would have understood from the disclosures referenced above that Defendants had retained audit firms to audit the Fund's financial statements and that these financial statements were true and accurate.

60. Each of the above disclosures regarding audit firms purportedly engaged by Defendants to audit the Fund's financial statements was false when made, and Defendants knew or were reckless in not knowing, and should have known, that their statements were false and misleading.

61. The above misrepresentations regarding audit firms purportedly engaged to audit the Fund's financial statements were material to existing and

prospective Fund participants because a reasonable Fund participant would consider whether the Fund's financial statements were audited when assessing the reliability of representations regarding the Fund's financial condition and performance. Further, it was important to Fund participants that the Fund's financials were audited by an independent accounting firm, as evidenced by the fact that Fund participants asked Defendants if the Fund was audited and requested audited financial statements.

d. Defendants Made False and Misleading Statements About the Fund's Purported Advisory Board.

62. Defendants also made misrepresentations about the existence of a purported advisory board to the Fund.

63. Investor Presentations disseminated to existing or prospective Fund participants represented that the Fund had a five- or six-member advisory board comprised of individuals with significant experience in the financial and investment industries and included a photograph and narrative background for each member.

64. At least two of the purported members never served on the advisory board.

65. A reasonable Fund participant would have understood from the representations concerning the Fund advisory board that the experienced individuals listed as members of the Fund advisory board were in fact members of that board.

66. Each of the above disclosures was false when made, and Defendants knew or were reckless in not knowing, and should have known, that their statements

were false and misleading, because at least two purported members ofthe Fund advisory board never served on the board.

67. The above misrepresentations regarding members of the Fund advisory board were material to existing and prospective Fund participants because, among other reasons, the purported presence of a Fund advisory board comprised of experienced investment professionals indicated that the Fund was well-established and bolstered the appearance that the Fund was legitimate and successful.

B. Conclusions of Law

1. Jurisdiction and Venue

68. 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). 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.

69. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because many of the acts and transactions constituting violations of the Act and Regulations occurred in this district. In addition, from at least mid-2017 through

February 2020, Middlebrooks resided in this district, and EIA and the Fund had their principal places of business in this district.

2. Fraud in Connection with Futures

70. 7 U.S.C. § 6b(a)(1)(A)-(C) make it unlawful for any person, in or in connection with any order to make, or the making of, any contract 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 … the other person.

71. During the Relevant Period and as described above in Paragraphs 13 to 67, in connection with contracts for future delivery on or subject to the rules of a registered entity, Defendants violated 7 U.S.C. § 6b(a)(1)(A), (B), and/or (C) by, among other things, making false and misleading statements, issuing false records, and otherwise deceiving existing and prospective Fund participants about:

(a) The Fund's performance;

(b) The amount of assets in the Fund;

(c) An audit of the Fund's financial statements and the Fund's purported auditor; and

(d) The Fund's purported advisory board.

72. Defendants directly engaged in the acts and practices described in Paragraphs 13 to 67 intentionally, knowingly, or with reckless disregard for the truth of their representations or omissions.

73. Middlebrooks directly or indirectly controlled EIA and did not act in good faith or knowingly induced, directly or indirectly, EIA's violations. Accordingly, Middlebrooks is liable for EIA's violations of 7 U.S.C. § 6b(a)(1)(A)-(C) as a controlling person pursuant to 7 U.S.C. § 13c(b).

74. The acts and omissions of Middlebrooks and all other agents of EIA and the Fund described herein occurred within the scope of their employment, office, or agency with EIA. Accordingly, EIA is liable under 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2 (2025) for its agents' acts in violation of 7 U.S.C. § 6b(a)(1)(A)-(C).

75. Each act of misrepresentation or omission of a material fact, providing a false statement or report to Fund participants, and deceiving Fund participants, described herein, constitutes a separate and distinct violation of 7 U.S.C. § 6b(a)(1)(A), (B), and/or (C).

76. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Defendants will continue to engage in the acts and practices described herein and in similar acts and practices in violation of the Act and Regulations.

3. Fraud in Connection with Options on Futures Contracts

77. 7 U.S.C § 6c(b), provides that no person shall offer to enter into, enter into or confirm the execution of any transaction involving any option transaction contrary to any regulation of the Commission.

78. 17 C.F.R. § 33.10 (2025) makes it unlawful for any person, in connection with an option transaction, directly or indirectly,

> (a) To cheat or defraud or attempt to cheat or defraud any other person;
>
> (b) To make or cause to be made to any other person any false report or statement thereof or cause to be entered for any person any false record thereof; [or]
>
> (c) To deceive or attempt to deceive any other person by any means whatsoever.

79. During the Relevant Period and as described above in Paragraphs 13 to 67, in connection with options on futures contracts, Defendants violated 7 U.S.C. § 6c(b) and 17 C.F.R. § 33.10 (2025) by, among other things, making false and misleading statements, issuing false records, and otherwise deceiving existing and prospective Fund participants about:

(a) The Fund's performance;

(b) The amount of assets in the Fund;

(c) An audit of the Fund's financial statements and the Fund's purported auditor; and

(d) The Fund's purported advisory board.

80. Defendants directly engaged in the acts and practices described above in Paragraphs 13 to 67 intentionally, knowingly, or with reckless disregard for the truth of their representations or omissions.

81. Middlebrooks directly or indirectly controlled EIA and did not act in good faith or knowingly induced, directly or indirectly, EIA's violations. Accordingly,

Middlebrooks is liable for EIA's violations of 7 U.S.C. § 6c(b) and 17 C.F.R. § 33.10 (2025) as a controlling person pursuant to 7 U.S.C. § 13c(b).

82. The acts and omissions of Middlebrooks and all other agents of EIA and the Fund described herein occurred within the scope of their employment, office, or agency with EIA. Accordingly, EIA is liable under 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2 (2025) for its agents' acts in violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 33.10 (2025).

83. Each act of misrepresentation or omission of a material fact, providing a false statement or report to Fund participants, and deceiving Fund participants, described herein, constitutes a separate and distinct violation of 7 U.S.C. § 6c(b) and 17 C.F.R. § 33.10 (2025).

84. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Defendants will continue to engage in the acts and practices described herein and in similar acts and practices in violation of the Act and Regulations.

4. Fraud and Deceit by a Commodity Pool Operator

85. A commodity pool is defined in 7 U.S.C. § 1a(10) as "any investment trust, syndicate, or similar form of enterprise operated for the purpose of trading in commodity interests . . . ."

86. A CPO is defined in 7 U.S.C. § 1a(11) as

> any person . . . engaged 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 . . . for the purpose of trading in commodity interests.

87. An AP is defined in 17 C.F.R. § 1.3 (2025) as any

> 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.

88. During the Relevant Period, EIA acted as a CPO, under Middlebrooks' direction and control, and Middlebrooks acted as an AP of a CPO, by soliciting, accepting, or receiving funds from others for the purpose of trading in commodity interests.

89. 7 U.S.C. § 6*o*(1)(A) and (B) make it unlawful for a CPO or an AP of a CPO,

> by use of the mails or any means or instrumentality of interstate commerce, directly or indirectly . . . (A) to employ any device, scheme, or artifice to defraud any client or participant or prospective client or participant; or (B) to engage in any transaction, practice, or course of business which operates as a fraud or deceit upon any client or participant or prospective client or participant.

7 U.S.C. § 6*o*(1) applies to all CPOs and APs of CPOs whether registered, required to be registered, or exempted from registration.

90. During the Relevant Period and as described above in Paragraphs 13 to 67, EIA, acting as a CPO, and Middlebrooks, acting as an AP of a CPO, while using the mails or other means or instrumentality of interstate commerce, violated 7 U.S.C. § 6*o*(1)(A) and (B) by, among other things, making false and misleading statements, issuing false records, and otherwise deceiving existing and prospective Fund participants about:

(a) The Fund's performance;

(b) The amount of assets in the Fund;

(c) An audit of the Fund's financial statements and the Fund's purported auditor; and

(d) The Fund's purported advisory board.

91. Middlebrooks directly or indirectly controlled EIA and did not act in good faith or knowingly induced, directly or indirectly, EIA's violations. Accordingly, Middlebrooks is liable for EIA's violations of 7 U.S.C. § 6*o*(1)(A) and (B) as a controlling person pursuant to 7 U.S.C. § 13c(b).

92. The acts and omissions of Middlebrooks and all other agents of EIA and the Fund described herein occurred within the scope of their employment, office, or agency with EIA. Accordingly, EIA is liable under 7 U.S.C. § 2(a)(1)(B) and 17 C.F.R. § 1.2 (2025) for its agents' acts in violation of 7 U.S.C. § 6*o*(1)(A) and (B).

93. Each misrepresentation or omission of material fact, employment of a device, scheme, or artifice to defraud, and transaction, practice, or course of business which operated as a fraud or deceit made during the Relevant Period, described herein, constitutes a separate and distinct violation of 7 U.S.C. § 6*o*(1)(A) and/or (B).

94. Unless restrained and enjoined by this Court, there is a reasonable likelihood that Defendants will continue to engage in the acts and practices described herein and in similar acts and practices in violation of the Act and Regulations.

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED:

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

(a) Cheating or defrauding, or attempting to cheat or defraud; willfully making or causing to be made any false report or statement; or willfully deceiving or attempting to deceive 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, on or subject to the rules of a designated contract market, for or on behalf of any other person, in violation of Section 4b(a)(1)(A)-(C) of the Act, 7 U.S.C. § 6b(a)(1)(A)-(C);

(b) Cheating or defrauding, or attempting to cheat or defraud any other person, making or causing to be made to any other person false reports or statements, and deceiving or attempting to deceive any other person, in violation of Section 4c(b), 7 U.S.C. § 6c(b) and Regulation 32.4, 17 C.F.R. § 32.4 (2025); and

(c) Using the mails or any means or instrumentality of interstate commerce, as a CPO or an AP of a CPO, to (A) employ any device, scheme, or artifice to defraud any participant or prospective participant; or (B) engage in any transaction, practice, or course of business that operates as a fraud or deceit upon any participant or prospective participant, in violation of Section 4*o*(1)(A)-(B) of

the Act, 7 U.S.C. § 6*o*(1)(A)-(B).

96. Defendant Middlebrooks is also permanently restrained, enjoined and prohibited from directly or indirectly:

(a) 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" (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2025));

(b) Soliciting, receiving or accepting any funds from any person for the purpose of purchasing or selling any commodity interests;

(c) 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) (2025); and/or

(d) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2025)), agent or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38)), registered, exempted from registration or required to be registered with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9).

97. Defendant EIA 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 for its own accounts or for any account in which it has a direct or indirect interest;

(c) Having any commodity interests traded on its 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) (2025); and/or

(g) Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2025)), agent or any other officer or employee of any person (as that term is defined in Section 1a(38) of the Act, 7 U.S.C. § 1a(38)), registered, exempted from registration or required to be registered with the Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9).

V. RESTITUTION

98. Defendants' violations of the Act and Regulations merit the award of restitution. However, this Court recognizes that the court in a related criminal action, entitled *United States of America v. Andrew Middlebrooks*, Case No. 2:22-cr-20516 (E.D. Mich.) (ECF No. 40), ordered Middlebrooks on November 19, 2025 to pay restitution in the amount of $34,346,948 to Defendants' defrauded Fund participants in connection with the same conduct at issue in this action. In addition, on August 21, 2025, the court ordered Middlebrooks to be incarcerated for a period of 100 months. *See id.* (ECF No. 38). Accordingly, restitution is not ordered in this action.

VI. MISCELLANEOUS PROVISIONS

99. Entire Agreement and Amendments: This Consent Order incorporates all 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.

100. 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.

101. 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.

102. Waiver of Service, and Acknowledgement: Defendants waive service of this Consent Order and agree that entry of this Consent Order by the Court and filing with the Clerk of the Court will constitute notice to the Defendants of its terms and conditions. Defendants further agree to provide counsel for the Commission, within thirty days after this Consent Order is filed with the Clerk of Court, with an affidavit or declaration stating that Defendants have received and read a copy of this Consent Order.

103. 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 Defendants to modify or for relief from the terms of this Consent Order.

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

105. Authority: Middlebrooks hereby warrants that he is an agent and/or officer of EIA, and that this Consent Order has been duly authorized by EIA and he has been duly empowered to sign and submit this Consent Order on behalf of EIA.

106. 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.

107. Contempt: Defendants understand that the terms of the Consent Order are enforceable through contempt proceedings, and that, in any such proceedings they may not challenge the validity of this Consent Order.

108. Agreements and Undertakings: Defendants shall comply with any and all 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 Against All Defendants* forthwith and without further notice.

SO ORDERED.

s/Stephen J. Murphy, III
STEPHEN J. MURPHY, III
United States District Judge

Dated: May 1, 2026

CONSENTED TO AND APPROVED BY:

EIA All Weather Alpha Fund I Partners, LLC
By: Andrew M. Middlebrooks
Chief Executive Officer
FCI Big Spring
1900 Simler Ave.
Big Spring, TX 79720

Date: 2/18/26

Andrew M. Middlebrooks, individually
FCI Big Spring
1900 Simler Ave.
Big Spring, TX 79720

Date: 1-30-2026

Approved as to form:

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Date: 03/12/2026

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