

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

COMMODITY FUTURES TRADING
COMMISSION,

Plaintiff,

v.

RACHEL LARRALDE, AS PERSONAL
REPRESENTATIVE OF THE ESTATE
OF RENE LARRALDE, JUAN PABLO
VALCARCE, BRIAN EARLY, ALISHA
ANN KINGREY, and FUNDSZ.

Defendants.

Case No: 6:23CV1445

District Judge Moe
Magistrate Judge Irick

**CONSENT ORDER FOR EQUITABLE RELIEF AGAINST DEFENDANT RACHEL
LARRALDE AS PERSONAL REPRESENTATIVE OF THE ESTATE OF RENE
LARRALDE**

I. INTRODUCTION

On July 31, 2023, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) filed a Complaint against Defendants Rene Larralde (now deceased), Juan Pablo Valcarce, Brian Early, Alisha Ann Kingrey, and the unincorporated entity Funds, seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of the Commodity Exchange Act (“Act”), 7 U.S.C. §§ 1–26, and the Commission’s Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. pts. 1–190 (2024). (Doc 1).

On August 2, 2023, the Court entered an *ex parte* Statutory Restraining Order against all Defendants and appointed a temporary Receiver, Melanie Damian, Damian and Valorie LLP, 1000 Brickell Avenue, Suite 1020, Miami, Florida (“the Receiver”).

(Doc 11). Among other duties and powers, the Court authorized the Receiver to marshal, preserve, account for and liquidate the assets of Defendant Rene Larralde and others for the purpose of distributing the proceeds to Funds participants.

On August 23, 2023, the Court entered a Consent Order for Preliminary Injunction against all Defendants. (Doc 43).

On September 6, 2023, Defendant Rene Larralde passed away ([Doc. 60](#)). Rachel Larralde was substituted in as a defendant after being appointed personal representative of the estate of Rene Larralde. ([Doc. 89](#)).

II. CONSENTS AND AGREEMENTS

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

1. Consents to the entry of this Consent Order for Equitable Relief Against Defendant Rachel Larralde as personal representative of the estate of Rene Larralde (“Consent Order”).
2. Affirms that she has read and agreed to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, or threat, has been made by the Commission or any member, officer, agent, or representative thereof, or by any other person, to induce consent to this Consent Order;
3. Acknowledges service of the summons and Complaint;
4. Admits the jurisdiction of this Court over her and the subject matter of this action pursuant to Section 6c of the Act, [7 U.S.C. § 13a-1](#);

5. Admits the jurisdiction of the Commission over the conduct and transactions at issue in this action pursuant to the Act;
6. Admits that venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e);
7. Waives:
 - (a) Any and all claims that she 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 she may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, tit. II, §§ 201–253, 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. Acknowledges that she is not a prevailing party in this action for purposes of the waiver of any and all rights under the Equal Access to Justice Act as specified in subpart a of the preceding paragraph;
9. Consents to the continued jurisdiction of this Court over her 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 Larralde now or in the future resides outside the jurisdiction of this Court;
10. Agrees that she 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 she nor any of her agents or employees under her 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 Larralde's and/or her agents' and/or employees': (a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the Commission is not a party. Larralde shall comply with this agreement, and shall undertake all steps necessary to ensure that all of her agents and/or employees under her 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 she admits;

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

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

15. Agrees that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Larralde 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 equitable relief pursuant to Section 6c of the Act, [7 U.S.C. § 13a-1](#), as set forth herein.

The findings and conclusions in this Consent Order are not binding on any other party to this action.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

1. The Parties to this Consent Order

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

17. Defendant **Rachel Larralde** resides in Rockledge, Florida. She has never been registered with the CFTC in any capacity. Deceased Former Defendant Rene Larralde (hereinafter Rene Larralde) likewise was also never registered with the CFTC in any capacity. Rachel Larralde was substituted into this action as a defendant after being appointed personal representative of the estate of Rene Larralde.

2. Background

18. Rene Larralde founded Fundsz in October 2020 and created or directed the creation of the website fundsz.com. On the website, Fundsz was described as a

platform that “utilizes revolutionary blockchain technology that empowers individuals, charities and organizations to raise recurring, unrestricted and sustainable income.”

19. Fundsz implied it promoted charitable donations by stating on its website that “[t]ogether we can help millions of people across the globe improve their finances and their quality of life.” Fundsz’s website further described the ways in which Fundsz supported “community unity,” including by supporting clean water, humanitarian aid, health aid, education, and disaster relief.

20. However, Fundsz was not a charitable organization. It was a fraudulent scheme that falsely suggested that participants would receive, on average, returns of over 3% per week. According to marketing materials, which were created by or at the direction of Rene Larralde and were shared with prospective participants by three Promoters (“Promoters”), Fundsz’s “weekly performance” consisted of steady profits between approximately 2.90% and 3.55% each week. Rene Larralde and the Promoters claimed that Fundsz had been able to attain such consistent profits by trading in digital asset commodities and precious metals that are commodities. Each of these statements was false.

3. Misrepresentations, Omissions and False Statements

21. The Fundsz marketing materials that Rene Larralde created or directed be created advertised: “We do the work, you get paid a share of the Profits 3% weekly average 12% monthly average.” This was, according to the marketing materials, “Passive Income with ZERO Effort on Your Part.” And participants were advised that they could “Make Money While You Sleep.” These statements were false.

22. Rene Larralde directed a Promoter to explain to participants in a Fundsz Telegram chat group how Fundsz was able to payout 3% weekly, stating such things as:

- Fundsz never uses more than 20% of the liquidity pool which allows consistency;
- Fundsz does not rely solely on the cryptocurrency market due to its volatility;
- Fundsz has developed a proprietary algorithm to participate in the crypto industry;
- Fundsz also buys precious metals that generate income; and
- Fundsz has multiple healthy and sustainable sources of income.

23. All of these statements were false or misleading. Fundsz later admitted on Telegram that “[w]e do not trade.”

24. Rene Larralde’s marketing efforts were successful, and according to the Fundsz website, attracted more than 14,000 participants. According to Fundsz internal records, more than 10,000 of those participants deposited (or “staked”) money with Fundsz.

25. Rene Larralde and the Promoters each solicited prospective participants to contribute to Fundsz through the fundsz.com website in frequent Zoom webinars, in in-person meetings and events, and through solicitations on YouTube and social media posted by a network of promoters.

26. Rene Larralde informed the Promoters that participants should expect to achieve returns of at least 3% per week on average. In turn, the Promoters each told participants and potential participants that they expected Fundsz to achieve returns of at least 3% per week on average. Rene Larralde and the Promoters also represented to participants and potential participants that Fundsz had achieved historical returns of more than 3% per week on average since October 2020. Rene Larralde and the

Promoters each claimed that Fundsz's returns were consistent on a week-to-week basis, generally between about 2.90% and 3.55% each and every week, regardless of whether prices in the market were rising or falling.

27. After participants joined Fundsz and contributed to accounts, the participants were able to log into their accounts to check their account balances. Each Friday, Fundsz announced the supposed returns for the week, and adjusted the participants' supposed account balances accordingly. For instance, on June 30, 2023, at Rene Larralde's direction, Fundsz announced that it had returned 3.07% over the preceding week, and it adjusted the account balances for all participants upward by 3.07%.

28. The participants' increasing account balances gave the impression that Fundsz was profitably trading the participants' contributions. This was false, and Fundsz did not actually achieve trading returns in excess of 3% per week or any other extraordinary return that was claimed, such as 365% per year.

29. The returns that Fundsz projected and reported were not based on actual profits from trading participant funds. Rather, each week Rene Larralde simply made up a fictional return for the preceding week to report to participants.

30. During some periods, Rene Larralde suffered trading losses on behalf of Fundsz, and in other periods Rene Larralde did not trade at all. Overall, Rene Larralde did not obtain trading returns that were, on average, above (or even close to) 3% per week. Nevertheless, he reported positive returns around (and usually above) 3% each and every week from October 2020 to July 2023.

31. Although Rene Larralde and the Promoters had represented that Fundsz traded participant money using a "proprietary algorithm," that statement was also false.

Fundsz did not have any proprietary algorithm. Rather, when Fundsz traded at all, Rene Larralde himself made the trading decisions.

32. Marketing materials created by or at the direction of Rene Larralde and available on the Fundsz website in 2023 stated that Fundsz was “celebrating 7 years of on time and accurate payments.” Rene Larralde and the Promoters used these marketing materials in presentations to participants and prospective participants.

33. The statement that Fundsz was “celebrating 7 years of on time and accurate payments” was false because: 1) Fundsz did not have 7 years of history, as it came into existence in 2020; 2) the returns Fundsz announced each week were not “accurate” or related to any actual trading results, as Rene Larralde invented the returns, which were fictional; and 3) Fundsz did not make weekly payments from trading profits, but at Rene Larralde’s direction, Fundsz employees or agents merely changed the numbers on each participant’s account balance. These numbers did not relate to the actual assets held by Fundsz.

34. Additionally, Rene Larralde made false statements about participants’ ability to withdraw their funds. The Fundsz website, the content of which was created by or at the direction of Rene Larralde, stated that “[s]taked funds will be available for withdrawal on the 181st day from the deposit date.” The Promoters also each told participants and potential participants that they would be able to withdraw their funds—with interest—after 180 days. However, while participants had withdrawn funds before June 2023, on or about June 23, 2023, after learning of the Commission’s investigation by virtue of having received subpoenas from the Commission, Rene Larralde halted participant withdrawals and refused to allow participants to withdraw their money.

35. Because he was responsible for trading for or on behalf of Fundz, Rene Larralde knew that no trading was done through a proprietary algorithm. And Rene Larralde knew that the trading returns and any other revenue obtained by Fundsz did not amount to appreciation of more than 3% per week on average from October 2020 to July 2023. Because Rene Larralde founded Fundsz in October 2020, he knew that Fundsz had not been in operation or been making “on time and accurate payments” for over seven years. Because he was in charge of Fundsz’s finances, Rene Larralde knew that Fundsz’s assets were not actually growing commensurate with the returns he reported to participants. And because he retained the ability to shut down withdrawals at any time and for any reason, Rene Larralde knew that it was not true that participants would be able to withdraw their funds at any time 180 days after deposit.

36. Rene Larralde made these misrepresentations and omissions willfully or with reckless disregard for their truth and by use of the mails or other means or instrumentalities of interstate commerce.

37. Rene Larralde made these misrepresentations and omissions in order to solicit participants and potential participants to contribute funds to Fundsz. Based on Rene Larralde’s misrepresentations, thousands of participants contributed tens of millions of dollars to Fundsz.

4. Rene Larralde Misappropriated Participants’ Contributions to Fundsz

38. Rene Larralde misappropriated much of the Fundsz participants’ money and used it for his own personal expenses. For example, in approximately April 2023, Larralde used \$1,910,000 in money that originated as deposits from Fundsz participants to buy for himself property at 5705 US Highway 1, Rockledge, FL 32955 (“Larralde

Residence”). In addition, between approximately September 2021 and October 2022, he took more than \$200,000 that had been deposited by Funds participants and put it in his personal bank account. In total, Rene Larralde misappropriated and spent millions of Funds participants’ money.

5. Funds Was Left With a Massive Accounting Shortfall

39. As of June 22, 2023, at least 10,217 participants had deposited (or “staked”) more than \$21.3 million with Funds. Of those participants, 9,146 had deposited more than they had withdrawn, in the net amount of over \$15.7 million. This amount of unwithdrawn deposits does not include the supposed 3% weekly returns that participants purportedly earned.

40. As of July 24, 2023, Funds’s back office, which Rene Larralde was responsible for, reported to Funds participants that they held, in aggregate, more than \$25.3 million in their “staking” wallets that were available to be withdrawn. This amount consisted of deposits made by participants plus the supposed 3% weekly returns that Defendant Larralde had fabricated.

41. But neither Funds nor Rene Larralde had sufficient assets to pay out anywhere close to the amount that participants had deposited and not withdrawn, much less the amount that Funds represented to Funds participants they had earned in returns and was available for withdrawal. In total, as reported by the Receiver on August 21, 2023, Rene Larralde held only about \$4.7 million in all financial accounts, including individual accounts. And of that \$4.7 million, nearly \$1.9 million was in cryptocurrency that was reportedly stolen and is not available to be returned to Funds participants. In total, Rene Larralde held only about \$2.8 million in actual assets that

could be used to pay participant withdrawals, compared to the more than \$25.3 million that Fundsz told participants was available for withdrawal and the more than \$15.7 million that Fundsz participants had deposited but not yet withdrawn.

6. Rene Larralde Controlled Fundsz

42. Rene Larralde controlled all Fundsz bank, trading, and digital asset accounts, which were held in Rene Larralde's name, rather than in the name of Fundsz. Rene Larralde controlled all Fundsz trading decisions, including when and whether to trade and the method by which Fundsz money would be traded. Rene Larralde controlled the returns that Fundsz reported to participants each week.

43. Rene Larralde also controlled how Fundsz participant money would be spent, including by paying for administrative costs and operation expenses. Rene Larralde also made distributions of Fundsz participants' money to himself, as a purported "owner" of Fundsz, to pay for his personal living expenses.

B. Conclusions of Law

Jurisdiction and Venue

44. This Court possesses jurisdiction over this action pursuant to 28 U.S.C. § 1331 (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (providing that U.S. district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), provides that the Commission may bring actions for injunctive relief or to enforce compliance with the Act or any rule, regulation, or order thereunder in the proper district court of the United States whenever it shall appear to the Commission that any person has engaged, is engaging, or is about to engage in any act or practice

constituting a violation of any provision of the Act or any rule, regulation, or order thereunder.

45. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because Rene Larralde's acts and practices in violation of the Act occurred within this District.

Violations of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a)(1)-(3), 17 C.F.R. § 180.1(a)(1)-(3) (2024): Fraud by material misrepresentations and omissions

46. By the conduct described in paragraphs 1 through 43 above, Deceased Former Defendant Rene Larralde violated 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a)(1)-(3), by, among other things, in connection with contracts of sale of commodities in interstate commerce, intentionally or recklessly: (1) using or employing or attempting to use or employ a manipulative or deceptive device or contrivance or manipulative device, scheme, or artifice to defraud participants; (2) making or attempting to make untrue or misleading statements of material fact or omitting to state or attempting to omit to state material facts necessary in order to make statements made not untrue or misleading, such as making misrepresentations to Fundsz participants and prospective participants about Fundsz's historical performance and fee structure; and (3) engaging or attempting to engage in acts, practices, or courses of business which operated or would operate as a fraud or deceit upon participants. Deceased Defendant Rene Larralde also committed fraud by misappropriating participant funds to buy the Larralde Residence and spending participant funds on personal expenses.

47. Deceased Defendant Rene Larralde directly or indirectly controlled Fundsz. and did not act in good faith or knowingly induced, directly or indirectly, Fundsz' violations of 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a)(1)-(3).

48. Rachel Larralde, as personal representative of the Estate of Rene Larralde, is liable for the violative acts of Rene Larralde and has no legitimate claim to participant funds misappropriated by Deceased Defendant Rene Larralde.

IT IS HEREBY ORDERED THAT:

49. Rachel Larralde, as personal representative of the Estate of Rene Larralde, will turnover possession and control of the Larralde Residence "as is" to the Receiver by the later of January 31, 2025, or the date of entry of this Consent Order.

50. Rachel Larralde, as personal representative of the Estate of Rene Larralde, will cooperate with, and provide any information or signatures needed by the Receiver to preserve the value of the Larralde Residency and effectuate its sale.

51. Rachel Larralde, as personal representative of the Estate of Rene Larralde, hereby relinquishes any right, title or interest in \$30,836 found in a safe in the Larralde Residence and previously seized by the Receiver and to \$4,163.86 held in a previously joint account with Rene Larralde at Bank of America .

52. Rachel Larralde, as personal representative of the Estate of Rene Larralde, hereby relinquishes any right, title or interest in \$2,677,176.50 in financial assets the Receiver controls after liquidating cryptocurrency held by Rene Larralde;

53. . The Receiver will abandon its interest in a Ford Expedition truck purchased with participant funds and worth approximately \$23,000

54. The Receiver will turn over to Rachel Larralde \$3,584.03 held in the name of Vita Ventures at Bank of America on January 31, 2025.

IV. MISCELLANEOUS PROVISIONS

55. 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:

Robert T. Howell
Deputy Director, Division of Enforcement
Commodity Futures Trading Commission
77 West Jackson Boulevard, Suite 800
Chicago, Illinois 60604

Notice to Defendant Rachel Larralde:

Benjamin Weissman
Chico, Connors, and Weissman
607 Celebration Ave.
Celebration, FL 34747

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

56. Change of Address/Phone: Until such time as Defendant Rachel Larralde satisfies her obligations as set forth in the Consent Order, Defendant Rachel Larralde shall provide written notice to the Commission by certified mail of any changes to her telephone number and mailing address within ten calendar days of the change.

57. 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.

58. 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.

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

60. 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 Rachel Larralde to modify or for relief from the terms of this Consent Order.

61. Equitable Relief Provisions: The 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) Rachel Larralde; (2) any officer, agent, servant, employee, or attorney of Larralde; and (3) any other persons who are in active concert or participation with any persons described in subsections (1) and (2) above.

62. 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.

63. Contempt: Rachel Larralde understands that the terms of the Consent Order are enforceable through contempt proceedings to the fullest extent of applicable law, and that, in any such proceedings she may not challenge the validity of this Consent Order.

64. Agreements and Undertakings: Rachel Larralde shall comply with all of the undertakings and agreements set forth in this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby ordered to enter this *Consent Order for Equitable Relief Against Defendant Rachel Larralde as personal representative of the Estate of Rene Larralde* forthwith and without further notice.

IT IS SO ORDERED on this 30th day of July, 2026.



ANNE LEIGH GAYLORD MOE
UNITED STATES DISTRICT JUDGE

CONSENTED TO AND APPROVED BY:

Rachel Larralde

Rachel Larralde, as personal representative
of the Estate of Rene Larralde

Date: 1-7-2025

/s/ Douglas Snodgrass

Douglas Snodgrass
Commodity Futures Trading Commission
77 West Jackson Boulevard, Suite 800
Chicago, Illinois 60604
(312) 596-0663
dsnodgrass@cftc.gov

Approve as to form: *[Signature]*

Benjamin Weissman
Chico, Connors, and Weissman
607 Celebration Ave. | Celebration, FL
34747

Dated 6/16/2025

Date: 1/7/25