



2. Affirms that he has read and agreed to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, or threat, has been made by the Commission or any member, officer, agent, or representative thereof, or by any other person, to induce consent to this Consent Order;

3. Acknowledges service of the summons and Complaint;

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

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

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

7. Waives:

(a) Any and all claims that he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412, and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. pt. 148 (2022), relating to, or arising from, this action;

(b) Any and all claims that he may possess under the Small Business Regulatory Enforcement Fairness Act of 1996, Pub. L. No. 104-121, tit. II, §§ 201–53, 110 Stat. 847, 857–74 (codified as amended at 28 U.S.C. § 2412 and in scattered sections of 5 U.S.C. and 15 U.S.C.), relating to, or arising from, this action;

(c) Any claim of Double Jeopardy based upon the institution of this action or the entry in this action of any order imposing a civil monetary penalty or any other relief, including this Consent Order; and

(d) Any and all rights of appeal from this action;

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

9. Consents to the continued jurisdiction of this Court over him for the purpose of implementing and enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Defendant 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. Defendant shall comply with this agreement, and shall undertake all steps necessary to ensure that all of his agents and/or employees under his authority or control understand and comply with this agreement;

12. Consents to the entry of this Consent Order without admitting or denying the allegations of the Complaint or any findings or conclusions in this Consent Order, except to the extent he admits the facts set forth in his allocution at his plea hearing on February 3, 2022, in *United States v. Landgarten*, No. 18-cr-328 (E.D.N.Y. filed June 28, 2018) (“Criminal Action”), and except as to jurisdiction and venue, which he admits;

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

is a party or claimant, and agrees that they shall be taken as true and correct and be given preclusive effect therein, without further proof;

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

15. Agrees to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 61 of Part VI of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against him, whether inside or outside the United States; and

16. Agrees that no provision of this Consent Order shall in any way limit or impair the ability of any other person or entity to seek any legal or equitable remedy against Defendant in any other proceeding.

### **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The Court, being fully advised in the premises, finds that there is good cause for the entry of this Consent Order and that there is no just reason for delay. The Court therefore directs the entry of the following Findings of Fact, Conclusions of Law, permanent injunction and equitable relief pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, as set forth herein.

**THE PARTIES AGREE AND THE COURT HEREBY FINDS:**

**A. Findings of Fact**

**The Parties to this Consent Order**

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

18. Defendant **Harris Bruce Landgarten** is a resident of Old Brookville, New York. Defendant acted as a commodity pool operator (“CPO”) of a commodity pool he operated, the Tradeanedge Members Fund (“TMF” or the “Fund”). Defendant claimed exemption from registration as the CPO of the Fund under Regulation 4.13(a)(2), 17 C.F.R. 4.13(a)(2) (2023) which, in pertinent part, exempts operators from registration if none of the pools it operates has more than 15 participants at any time, and whose total gross capital contributions it receives for in all of the pools it operates, or intends to operate, do not in the aggregate exceed \$400,000. Landgarten was previously registered with the CFTC as an associated person of a now-defunct commodity trading advisor and CPO. Landgarten is not currently registered with the CFTC in any capacity.

**Defendant’s Undisclosed Withdrawals from the Fund**

19. From July 2014 through at least March 2017 (the “Relevant Period”), Defendant operated the commodity pool TMF, trading commodity futures for or on behalf of pool participants on exchanges that are designated contract markets, including on the New York Mercantile Exchange (“NYMEX”) and the Commodity Exchange, Inc. (“COMEX”). Three participants invested a total of \$150,000 in TMF.

20. Beginning at the inception of TMF in July 2014, and continuing throughout the Relevant Period, Defendant incurred what he characterized as expenses of TMF.

21. Under the Fund's governing documents, some of these claimed expenses could have been permissible, while others were not permissible Fund expenses.

22. Where these claimed expenses were owed to third parties, Defendant would often pay the expense through use of his personal credit card, among other means. In other instances, these claimed expenses were "owed" to Defendant himself (such as claimed expenses for the use of a room in Defendant's home as the office of the Fund).

23. After incurring these claimed expenses, Defendant would reimburse himself from the Fund by withdrawals from the Fund bank account by various means including ATM withdrawals, use of the Fund debit card, and ACH electronic transfer. When TMF's bank account did not contain sufficient funds to cover the reimbursement, Defendant would transfer money from the Fund's FCM account to the Fund's bank account, and then effect the withdrawal.

24. Nothing in the Fund's governing documents permitted Defendant to incur and reimburse himself for Fund expenses without disclosing the expenses or the reimbursements to TMF Participants.

25. At no point during the Relevant Period did Defendant disclose to any of the TMF Participants, either before or after a participant's decision to invest, that TMF was incurring such expenses. Further, at no point during the Relevant Period did Defendant disclose to any of the TMF Participants that he had paid certain expenses purportedly on behalf of TMF and had reimbursed himself from TMF funds.

26. By in or around October 2016, Defendant had incurred over \$100,000 in claimed expenses—approximately two-thirds of the total funds invested in TMF—and had secretly reimbursed himself approximately \$92,000 from the Fund while participants believed their funds were being used for trading and were not aware that TMF had incurred any expenses.

**Defendant's Affirmative Misrepresentations to Participants**

27. Defendant prepared monthly Account Statements for each TMF Participant. Every Account Statement prepared and distributed by Defendant showed that the value of the participant's investment in TMF was affected only by (i) trading gains and losses and (ii) amounts Defendant withdrew from the participant's account for management and incentive fees that were disclosed in the LPA or a one-time account set-up fee. No Account Statement indicated that Defendant was incurring expenses on behalf of the Fund, or that he was reimbursing himself for such claimed expenses. Nor did Defendant inform participants that the Fund was reimbursing Defendant for expenses that he had purportedly incurred.

28. Throughout the Relevant Period, Defendant incurred claimed Fund expenses and reimbursed himself from TMF's bank account for these claimed expenses. Because the claimed expenses were not reflected on the Account Statements, the Account Statements misrepresented the value of each participant's proportional share of the remaining money in the Fund. For the same reason, the Account Statements misrepresented the value of each TMF Participant's investment in the Fund.

29. By the end of October 2016, as a result both of trading losses and Defendant's withdrawals from TMF, the Fund had approximately \$8,000 remaining in its accounts. At that time, Defendant had incurred an additional approximately \$8,000 of claimed expenses for which he had not yet reimbursed himself from the Fund. Further, at that time Defendant was refusing

to honor a participant's withdrawal request. Thus, for TMF Participants, at the end of October 2016 the value of the Fund was effectively zero.

30. At the same time that the value of the Fund was effectively zero, Defendant continued to represent to TMF Participants, by means of the Account Statements he prepared and distributed, that TMF Participants had a total of approximately \$80,000 remaining in the Fund.

#### **Defendant's Refusal to Honor a Withdrawal Request**

31. In September 2015, one participant in the Fund, indicated to Defendant that he wished to withdraw his investment in the Fund because of the Fund's poor performance. In a series of email and video communications with the participant, Defendant persuaded the participant not to withdraw from the Fund.

32. On March 31, 2016, still dissatisfied with the Fund's performance, the participant requested to withdraw from the Fund. Over the next several months, Defendant repeatedly attempted to deter the participant from withdrawing his funds.

33. During this period, Defendant was unable to return the participant's investment in TMF because the Fund had less than the amount owed to the participant (which was approximately \$33,000) left in its accounts.

34. When Defendant was unsuccessful at convincing the participant to change his mind about withdrawing his investment from TMF a second time, Defendant simply failed to honor the participant's withdrawal request and cut off all communication with him.

#### **Defendant's Commingling of Pool and Non-Pool Money**

35. During the Relevant Period, as he incurred claimed Fund expenses, the Defendant recorded the claimed expenses in a Fund record entitled "Expenses Payable Harris Landgarten – Transaction Report" ("Transaction Report"). Further, as he withdrew TMF funds to reimburse



himself for claimed expenses, Defendant recorded the reimbursements in the Transaction Report. These purported expenses and withdrawals were never disclosed to TMF Participants. However, Defendant did not always record reimbursements in the Transaction Report promptly. At times, up to nine months passed before Defendant recorded the amounts he had withdrawn from the Fund as reimbursements for claimed expenses. Because of this delay, Defendant was often unable to monitor whether his withdrawals from the Fund were greater than the claimed expenses he had incurred. Nevertheless, Defendant continued to withdraw substantial sums from Fund accounts, by means including cash withdrawals and electronic transfers.

36. On numerous occasions Defendant withdrew more money from the Fund, in the form of cash withdrawals and electronic transfers to himself, than he had incurred in claimed expenses, and thus commingled pool funds with his own funds. At times during the Relevant Period, the amount that Defendant had withdrawn in excess of claimed expenses and commingled with non-pool funds exceeded \$10,000.

## **B. Conclusions of Law**

### **Jurisdiction and Venue**

37. This Court possesses jurisdiction over this action pursuant to 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). 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.

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

**Fraud in Violation of Section 4b(a)(1)(A)–(C) of the Act, 7 U.S.C. §6b(a)(a)(A)–(C)**

39. By the conduct described in paragraphs 1 through 38 above, Defendant, in or in connection with any order to make, or the making of, any contract of sale of any commodity for future delivery, made, or to be made, for or on behalf of other persons, on designated contract markets, cheated and defrauded, or attempted to cheat and defraud, and willfully deceived, or attempted to deceive, TMF Participants by knowingly withdrawing funds from TMF to pay for purported expenses without disclosing he incurred such expenses or the related withdrawals, and by willfully creating and distributing to TMF Participants false Account Statements that reflected inaccurately the value of the TMF Participants' investments in the Fund, in violation of 7 U.S.C. § 6b(a)(1)(A)–(C).

**CPO Fraud in Violation of Section 4o(1) of the Act, 7 U.S.C. § 6o(1)**

40. By the conduct described in paragraphs 1 through 38, Defendant, acting as a CPO, by use of the mails or any means or instrumentality of interstate commerce, knowingly or recklessly employed a device, scheme, or artifice to defraud any participant and engaged in a transaction, practice, or course of business which operated as a fraud or deceit upon any participant, by making material false statements and omissions regarding the value of the TMF Participants' investments and failing to disclose Defendant's withdrawals from the Fund, in violation of 7 U.S.C. § 6o(1).

**Commingling in Violation of Regulation 4.20(c), 17 C.F.R. 4.20(c) (2023)**

41. By the conduct described in paragraphs 1 through 38, Defendant commingled funds of the commodity pool he operated, TMF, with the property or funds of another person when he withdrew money from the Fund in excess of claimed expenses he had incurred on behalf of the Fund and mixed that money with non-pool funds, in violation of 17 C.F.R. § 4.20(c).

**IV. PERMANENT INJUNCTION**

**IT IS HEREBY ORDERED THAT:**

42. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 Defendant 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)(1)(A)–(C) of the Act, 7 U.S.C. § 6b(a)(1)(A)–(C);
- b. Employing a device, scheme, or artifice to defraud any participant or client or prospective participant or client or engaging in a transaction, practice, or course of business which operates as a fraud or deceit upon any participant, in violation of Section 4o(1) of the Act, 7 U.S.C. § 6o(1);
- c. Commingling funds of a commodity pool with the property or funds of another person, in violation of Regulation 4.20(c), 17 C.F.R. § 4.20(c) (2023).

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

- a. Trading on or subject to the rules of any registered entity (as that term is defined in Section 1a(40) of the Act, 7 U.S.C. § 1a(40));
- b. Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2023)) 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” (as that term is defined in 17 C.F.R. § 1.3);
- 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) (2023); and/or
- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2023), agent or any other officer or employee of any person (as that term is defined in 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 17 C.F.R. § 4.14(a)(9).

**V. RESTITUTION, DISGORGEMENT, AND CIVIL MONETARY PENALTY**

**A. Restitution**

44. Defendant shall pay restitution in the amount of ninety-one thousand dollars (\$91,000.00) (“Restitution Obligation”). If the Restitution Obligation is not paid immediately, post-judgment interest shall accrue on 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.

45. On February 3, 2022, Landgarten pled guilty to attempted obstruction of an official CFTC proceeding in the Criminal Action, in violation of 18 U.S.C. § 1512(d)(1) and was sentenced on July 13, 2023, to 10 months incarceration, two years of post-release supervision and 100 hours of community service.

46. On July 31, 2023, the Court in the Criminal Action issued an Order of Restitution, ordering the Defendant to pay restitution in the amount of \$91,000.00, plus interest, said payments to be made to the Clerk of the Court, United States District Court, 100 Federal Plaza, Central Islip, N.Y. 11722.

47. For amounts disbursed to Defendant’s pool participants as a result of satisfaction of the restitution ordered in the Criminal Action, the Defendant shall receive a dollar-for-dollar credit against the Restitution Obligation. Within ten days of disbursement in the Criminal Action to Defendant’s pool participants, Defendant shall, under a cover letter that identifies the name and docket number of this proceeding, transmit to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581, and the Office of Administration, National Futures Association, 300 South Riverside

Plaza, Suite 1800, Chicago, Illinois 60606, copies of the form of payment to those pool participants.

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

49. Defendant shall make Restitution Obligation payments, and any post-judgment interest payments, under this Consent Order to the Monitor in the name "Landgarten – Restitution Fund" and shall send such payments by electronic funds transfer, or by U.S. postal money order, certified check, bank cashier's check, or bank money order, to the Office of Administration, National Futures Association, 300 South Riverside Plaza, Suite 1800, Chicago, Illinois 60606 under cover letter that identifies the paying Defendant and the name and docket number of this proceeding. Defendant 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.

50. The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Defendant's pool participants identified by the Commission or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Restitution Obligation payments to the Monitor are of a de minimis nature such that the Monitor determines that the administrative cost of making a distribution to eligible pool participants is impractical, the Monitor may, in its

discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth in Part V.B below.

51. The Monitor shall oversee the Restitution Obligation and shall have the discretion to determine the manner of distribution of such funds in an equitable fashion to Defendant's pool participants identified by the Commission or may defer distribution until such time as the Monitor deems appropriate. In the event that the amount of Restitution Obligation payments to the Monitor are of a de minimis nature such that the Monitor determines that the administrative cost of making a distribution to eligible pool participants is impractical, the Monitor may, in its discretion, treat such restitution payments as civil monetary penalty payments, which the Monitor shall forward to the Commission following the instructions for civil monetary penalty payments set forth in Part V.B below.

52. Defendant shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendant's pool participants to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Defendant shall execute any documents necessary to release funds that he in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.

53. 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 Defendant 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.

54. Pursuant to Rule 71 of the Federal Rules of Civil Procedure, each pool participant of Defendant who suffered a loss is explicitly made an intended third-party beneficiary of this Consent Order and may seek to enforce obedience of this Consent Order to obtain satisfaction of any portion of the restitution that has not been paid by Defendant to ensure continued compliance with any provision of this Consent Order and to hold Defendant in contempt for any violations of any provision of this Consent Order.

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

**B. Civil Monetary Penalty**

56. Defendant shall pay a civil monetary penalty in the amount of ninety-one thousand dollars (\$91,000.00) ("CMP Obligation"), plus post-judgment interest.

57. Post-judgment interest shall accrue on 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.

58. Defendant 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 Room 181



Oklahoma City, OK 73169  
9-AMC-AR-CFTC@faa.gov

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

Defendant 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**

59. Partial Satisfaction: Acceptance by the Commission or the Monitor of any partial payment of Defendant'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**

60. Until such time as Defendant satisfies in full his CMP and Restitution Obligations under this Consent Order, upon the commencement by or against Defendant of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of any Defendant's debts, all notices to creditors required to be furnished to the Commission under Title 11 of the United States Code or other applicable law with respect to such insolvency, receivership bankruptcy or other proceedings, shall be sent to the address below:

Secretary of the Commission  
Legal Division  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street N.W.

Washington, DC 2058

61. 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:

Manal Sultan  
Deputy Director  
Division of Enforcement  
Commodity Futures Trading Commission  
290 Broadway, 6th Floor  
New York, NY 10007  
Phone: 646-746-9761  
Email: [msultan@cftc.gov](mailto:msultan@cftc.gov)

Notice to Defendant:

Harris B. Landgarten (Until August 30, 2024)  
Inmate No. 90969-053  
c/o Fort Dix FCI  
5756 Hartford &  
Pointville Road  
Joint Base MDL, N.J. 08640

Harris Bruce Landgarten (After August 30, 2024)  
P.O. Box 257  
Glen Head, NY 11545

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

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

63. 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.

64. 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.

65. Waiver: The failure of any party to this Consent Order or of 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 of this Consent Order.

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

67. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Defendant, upon any person under his 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 Defendant.

68. 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.

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

70. Agreements and Undertakings: Defendant 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 *Final Judgment and Consent Order for Permanent Injunction, Civil Monetary Penalty, and Other Equitable Relief Against Defendant Harris Bruce Landgarten* forthwith and without further notice.

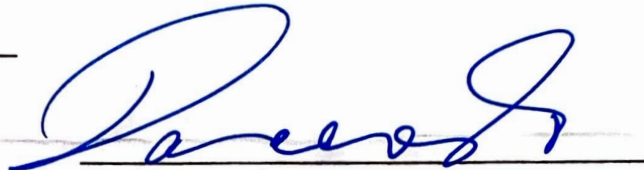
**IT IS SO ORDERED** on this 7<sup>th</sup> day of August, 2024.

/s/ Joan M. Azrack  
**THE HON. JOAN M. AZRACK**  
**UNITED STATES DISTRICT JUDGE**

CONSENTED TO AND APPROVED BY:

  
Harris Bruce Landgarten (Pro Se)

Date: 5/16/2024



David Acevedo  
Michael R. Berlowitz  
Manal M. Sultan  
Commodity Futures Trading Commission  
Eastern Regional Office  
290 Broadway, 6<sup>th</sup> Floor  
New York, NY 10007  
646-746-9761  
msultan@cftc.gov

Date: 8/7/2024