

ENTERED

July 26, 2021

Nathan Ochsner, Clerk

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**COMMODITY FUTURES TRADING
COMMISSION,**

Plaintiff,

Civil Action No. 4:20-cv-03185

v.

**MAYCO ALEXIS MALDONADO
GARCIA, et al. jointly d/b/a GLOBAL
TRADING CLUB,**

Defendants.

**CONSENT ORDER FOR PERMANENT INJUNCTION, RESTITUTION
AND ANCILLARY EQUITABLE RELIEF AGAINST
DEFENDANTS CESAR CASTANEDA AND JOEL CASTANEDA GARCIA**

I. INTRODUCTION

On September 11, 2020, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) filed a Complaint (ECF No. 1) against Defendants Cesar Castaneda, Joel Castaneda Garcia (collectively, “the Castaneda Defendants”), and others jointly d/b/a Global Trading Club (“GTC”). The Complaint seeks 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 (2018), and the Commission’s Regulations (“Regulations”) promulgated thereunder, 17 C.F.R. pts. 1–190 (2020).

II. CONSENTS AND AGREEMENTS

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

1. Consent to the entry of this Consent Order for Permanent Injunction, Restitution and Ancillary Equitable Relief Against the Castaneda Defendants (“Consent Order”);
2. Affirm that they understand and agree to this Consent Order voluntarily, and that no promise, other than as specifically contained herein, or threat, has been made by the CFTC 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 Section 6c of the Act, 7 U.S.C. § 13a-1 (2018);
5. Admit the jurisdiction of the CFTC 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 he may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 (2018) and 28 U.S.C. § 2412 (2018), and/or the rules promulgated by the CFTC in conformity therewith, Part 148 of the Regulations, 17 C.F.R. pt. 148 (2020), 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, §§ 201–253, 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. 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 the Castaneda Defendants now or in the future reside outside the jurisdiction of this Court;

9. 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;

10. Agree to provide immediate notice to this Court and the CFTC by certified mail, in the manner required by paragraph 51 of this Consent Order, of any bankruptcy proceeding filed by, on behalf of, or against them, whether inside or outside the United States; and

11. 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 the Castaneda Defendants, separately or together, 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 (2018), as set forth herein.

THE PARTIES AGREE AND THE COURT HEREBY FINDS:

A. Findings of Fact

The Parties to this Consent Order

12. Plaintiff Commodity Futures Trading Commission is an independent federal regulatory agency charged by Congress with responsibility for administering and enforcing the provisions of the Act and Regulations.

13. Defendant **Cesar Castaneda** is an individual residing in Conroe, Texas. Cesar Castaneda is also known by the name Cesar Castaneda Garcia. He has never been registered with the CFTC.

14. Defendant **Joel Castaneda Garcia** is an individual residing in Port St. Lucie, Florida. During at least some portion of the period August 2016 through October 2017 (the “Relevant Period”), he resided in Houston, Texas. He is the brother of Cesar Castaneda and is also known by the name Joel Castaneda. He has never been registered with the CFTC.

The Castaneda Defendants Solicited Customers to Purchase Bitcoin with GTC

15. In 2016, the Castaneda Defendants began to market a new business called GTC. The stated purpose of GTC was to offer customers an opportunity to profit from speculative trading that was based upon price fluctuations in Bitcoin.

16. Although the Castaneda Defendants marketed Bitcoin trading using the GTC name, GTC did not exist as a separate legal entity. Instead, the Castaneda Defendants used separate corporate entities, and opened bank accounts in the names of those entities, through which they accepted deposits from GTC customers.

17. During the Relevant Period, the Castaneda Defendants continued to promote the GTC business using numerous channels, including a web site, www.gtcexchange.com (“GTC

web site”); a smartphone app called “GTC Digital”; videos posted to a YouTube channel; and a Facebook page called Global Trading Club.

18. Additionally, throughout the Relevant Period, the Castaneda Defendants made representations directly to actual and potential customers during GTC “cryptocurrency” seminars held by GTC in Houston and elsewhere in the United States. During these seminars, the Castaneda Defendants shared a GTC marketing presentation, which contained the same representations found on the GTC web site and in the YouTube videos.

19. The GTC seminars in which the Castaneda Defendants participated included the following:

- In September 2016, the Castaneda Defendants co-hosted a seminar at Drury Inn and Suites in Houston; and
- In December 2016, the Castaneda Defendants co-hosted a GTC holiday party for potential customers at a hotel in Houston.

20. The Castaneda Defendants marketed the GTC business to non-English-speaking residents of the United States. The GTC web site highlighted Korean- and Spanish-speaking representatives of the business. Defendant Mayco Alexis Maldonado Garcia circulated Spanish and Korean translations of the GTC marketing presentation to the Castaneda Defendants, as well as other individuals who marketed the GTC business. The YouTube videos were also translated into Spanish, Korean, and other languages.

The Castaneda Defendants Made False and Misleading Representations when Soliciting GTC Customers

21. The GTC web site, YouTube videos, marketing presentations, and/or other GTC marketing materials included the following representations:

- GTC employed “over 75 master traders”

- These traders had years of trading experience in “crypto currency” trading;
- GTC customer “capital is continuously being traded in a real time environment, by our expert traders and cutting edge trading robots 24 hours a day, 7 days a week.”
- “With our automated trading software and monitoring system, trades are done automatic [sic] for members with no risk. Finally the best way to trade with no experience. *‘Put your bitcoin to work for you’.*” (emphasis in original)

22. The GTC marketing materials further represented that customers could join one of multiple GTC membership levels, ranging from \$250 (“Entrepreneur” level) to \$31,000 (“Founder Trader” level). The GTC marketing materials set forth guaranteed specific daily earnings, which would increase based on the customer’s membership level at GTC.

23. The GTC marketing materials offered further earnings through its multi-level marketing structure, under which customers could earn additional money by referring new customers to GTC. Customers were promised a cash bonus for each direct referral, in the amount of 20 percent of the deposit made by the referred customer. Customers were further offered bonuses for indirect referrals and a “binary matching bonus” for multi-level marketing “teams.” The amount of the bonuses increased if customers made additional deposits with GTC, which placed them at a higher membership level within GTC.

24. The Castaneda Defendants made representations similar to those set forth in Paragraphs 21-23 above during the GTC seminars described in Paragraph 19.

25. The representations set forth in Paragraphs 21-23 above are false. GTC employed no traders, and neither created nor used any trading robots. Accordingly, GTC customer capital was not “being traded in a real time environment, by our expert traders and cutting edge trading robots 24 hours a day, 7 days a week.” Additionally, one or more GTC customers did not receive any daily earnings or referral bonuses.

26. The Castaneda Defendants concealed their fraudulent conduct by causing misleading trading statements to be posted online. GTC customers could access the online statements by logging into a web site and/or the GTC Digital app, using a username and password. Once logged in, customers could see how much money they had earned from GTC's purported trading on their behalf. These misleading trading statements did not accurately reflect the Bitcoin trading purportedly undertaken by the Castaneda Defendants and led at least certain customers to believe they were earning significant profits from their Bitcoin trading.

B. Conclusions of Law

Jurisdiction and Venue

27. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 (2018) (federal question jurisdiction) and 28 U.S.C. § 1345 (2018) (district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). In addition, Section 6c of the Act, 7 U.S.C. § 13a-1 (2018), provides that United States district courts possess jurisdiction to hear actions brought by the CFTC for injunctive relief or to enforce compliance with the Act whenever it shall appear to the CFTC that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order thereunder.

28. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e) because the Castaneda Defendants reside in this District, transact or transacted business in this District, and/or certain transactions, acts, practices and courses of business alleged in this Complaint occurred within this District, among other places.

**Fraud by Deceptive Device or Contrivance
Violations of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2018)
and Regulation 180.1(a), 17 C.F.R. § 180.1(a) (2020)**

29. 7 U.S.C. § 9(1) provides, in relevant part:

It shall be unlawful for any person, directly or indirectly, to use or employ or attempt to use or employ, in connection with any swap, or a contract of sale of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, any manipulative or deceptive device or contrivance, in contravention of such rules and regulations as the Commission shall promulgate

30. 17 C.F.R. § 180.1 provides, in relevant part:

(a) It shall be unlawful for any person, directly or indirectly, in connection with any swap, or contract of sale of any commodity in interstate commerce, or contract for future delivery on or subject to the rules of any registered entity, to intentionally or recklessly:

(1) Use or employ, or attempt to use or employ, any manipulative device, scheme, or artifice to defraud;

(2) Make, or attempt to make, any untrue or misleading statement of a material fact or to omit to state a material fact necessary in order to make the statements made not untrue or misleading;

(3) Engage, or attempt to engage, in any act, practice, or course of business, which operates or would operate as a fraud or deceit upon any person,

31. Digital assets such as Bitcoin are encompassed in the definition of “commodity” under Section 1a(9) of the Act, 7 U.S.C. § 1a(9) (2018).

32. During the Relevant Period, the Castaneda Defendants intentionally or recklessly used or employed manipulative or deceptive devices or contrivances, in connection with contracts of sale of a commodity in interstate commerce, including:

a. Misrepresenting that GTC employed “over 75 master traders” who had years of trading experience;

- b. Misrepresenting that GTC customer moneys were being traded “by our expert traders and cutting edge trading robots 24 hours a day, 7 days a week”;
- c. Misrepresenting that GTC customers could achieve specific daily earnings;
- d. Misrepresenting that GTC customers could earn bonuses by referring other customers to GTC; and
- e. Causing falsified information to be posted to a GTC web site and GTC Digital app that misrepresented the purported profits being earned by and for customers.

33. By the conduct described in paragraphs 14 through 26 above, the Castaneda Defendants violated 7 U.S.C. § 9(1) by directly or indirectly employing or attempting to use or employ, in connection with a swap, or a contract of sale of a commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, a manipulative or deceptive device or contrivance upon customers of GTC.

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

34. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1 (2018), the Castaneda Defendants are permanently restrained, enjoined and prohibited from directly or indirectly:

- a. Using or employing or attempting to use or employ, in connection with any swap, or a contract of sale of any commodity in interstate commerce, or for future delivery on or subject to the rules of any registered entity, any manipulative or deceptive device or contrivance, in violation of 6(c)(1) of the Act, 7 U.S.C. § 9(1) (2018);
- b. In connection with any swap, or contract of sale of any commodity in interstate commerce, or contract for future delivery on or subject to the rules of any registered entity, to intentionally or recklessly: (i) using or employing, or

attempting to use or employ, any manipulative device, scheme, or artifice to defraud; (ii) making or attempting to make any untrue or misleading statement of a material fact or to omit to state a material fact necessary in order to make the statements made not untrue or misleading; or (iii) engaging or attempting to engage, in any act, practice, or course of business, which operates or would operate as a fraud or deceit upon any person, in violation of Regulation 180.1(a), 17 C.F.R. §180.1(a) (2020);

35. The Castaneda Defendants are 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) (2018));
- b. Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2020), 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 their 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 CFTC in any capacity, and engaging in any activity requiring such registration or

exemption from registration with the CFTC, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2020); and/or

- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2020)), agent or any other officer or employee of any person (as that term is defined in 7 U.S.C. § 1a(38)), registered, exempted from registration or required to be registered with the CFTC except as provided for in 17 C.F.R. § 4.14(a)(9) (2020).

V. RESTITUTION

36. The Castaneda Defendants, jointly and severally, shall pay restitution in the amount of nine hundred, eighty-nine thousand, five-hundred, fifty dollars (\$989,550) (“Restitution Obligation”).

37. To effect payment of the Restitution Obligation and the distribution of any restitution payments to GTC’s customers, the Court appoints the National Futures Association (“NFA”) as Monitor (“Monitor”). The Monitor shall receive restitution payments from the Castaneda Defendants 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.

38. The Castaneda Defendants shall make Restitution Obligation payments under this Consent Order to the Monitor in the name “Castaneda, Cesar and Joel – Settlement/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. The paying 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.

39. 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 GTC's customers identified by the CFTC or may defer distribution until such time as the Monitor deems appropriate.

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

41. The Monitor shall provide the CFTC at the beginning of each calendar year with a report detailing the disbursement of funds to GTC's customers during the previous year. The Monitor shall transmit this report under a cover letter that identifies the name and docket number of this proceeding to the Chief Financial Officer, Commodity Futures Trading Commission, Three Lafayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

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

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

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

VI. CIVIL MONETARY PENALTY

45. Cesar Castaneda and Joel Castaneda Garcia shall each pay a civil monetary penalty in the amount of one-hundred, eighty thousand dollars (\$180,000.00) ("CMP Obligations"), plus post-judgment interest.

46. Post-judgment interest shall accrue on the CMP Obligations 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.

47. The Castaneda Defendants shall pay their respective CMP Obligations 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:

MAC/ESC/AMK326

Commodity Futures Trading Commission
Division of Enforcement
6500 S. MacArthur Blvd.
HQ Room 181
Oklahoma City, OK 73169
(405) 954-6569 office
(405) 954-1620 fax
9-AMC-AR-CFTC@faa.gov

48. If payment by electronic funds transfer is chosen, the Castaneda Defendants shall contact Marie Thorne or her successor at the address above to receive payment instructions and shall fully comply with those instructions. The Castaneda Defendants shall accompany payment of the CMP Obligation with a cover letter that identifies the paying Defendant and the name and docket number of this proceeding. The paying 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, N.W., Washington, D.C. 20581, and Aimée Latimer-Zayets, Chief Trial Attorney, Commodity Futures Trading Commission, Division of Enforcement, 1155 21st Street, N.W., Washington, D.C. 20581.

VII. MISCELLANEOUS PROVISIONS

49. Partial Satisfaction: Acceptance by the CFTC or the Monitor of any partial payment of the Castaneda Defendants' Restitution Obligation shall not be deemed a waiver of their obligation to make further payments pursuant to this Consent Order, or a waiver of the CFTC's right to seek to compel payment of any remaining balance.

50. The Castaneda Defendants shall cooperate fully and expeditiously with the CFTC, including the CFTC's Division of Enforcement, in this action, and in any current or future CFTC investigation or action related thereto. The Castaneda Defendants shall also cooperate in any investigation, civil litigation, or administrative matter related to, or arising from, the subject matter of this action.

51. 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 CFTC:

Richard Glaser, Deputy Director
Division of Enforcement
Commodity Futures Trading Commission
1155 21st Street, NW
Washington, DC 20581

Notice to the Castaneda Defendants:

J. Mark Brewer
800 Bering Dr., Suite 201
Houston, TX 77057

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

52. Change of Address/Phone: Until such time as the Castaneda Defendants satisfy in full their Restitution Obligation as set forth in this Consent Order, the Castaneda Defendants shall provide written notice to the CFTC by certified mail of any change to their respective telephone numbers and mailing addresses within ten calendar days of the change.

53. 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.

54. 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.

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

56. Waiver of Service, and Acknowledgement: The Castaneda 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 Castaneda Defendants of its terms and conditions.

57. 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 either of the Castaneda Defendants to modify or for relief from the terms of this Consent Order.

58. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon the Castaneda 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 the Castaneda Defendants.

59. 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.

60. Contempt: The Castaneda 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.

61. Agreements and Undertakings: The Castaneda Defendants shall comply with all of the undertakings and agreements set forth in this Consent Order.

There being no just reason for delay, the Clerk of the Court is hereby ordered to enter this *Consent Order for Permanent Injunction and Other Equitable Relief against Defendants Cesar Castaneda and Joel Castaneda Garcia* forthwith and without further notice.

IT IS SO ORDERED on this 26th day of July, 2021.



SIM LAKE
UNITED STATES DISTRICT JUDGE

**CONSENTED TO AND APPROVED
BY:**



Aimée Latimer-Zayets
James A. Garcia
Commodity Futures Trading Commission
1155 21st Street, NW
Washington, DC 20581
Tel: (202) 418-7626
(202) 418-5362
Email: alatimer-zayets@cftc.gov
jgarcia@cftc.gov

Counsel for Commodity Futures
Trading Commission

Dated: 7/23/2021

Cesar Castaneda

Dated: _____

Joel Castaneda Garcia

Dated: _____

J. Mark Brewer
800 Bering Dr., Suite 201
Houston, TX 77057
Tel: (713) 725-4788
Email: brewer@bplaw.com

Counsel for Cesar Castaneda and
Joel Castaneda Garcia

Dated: _____

**CONSENTED TO AND APPROVED
BY:**

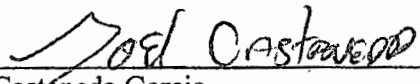
Aimée Latimer-Zayets
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Counsel for Commodity Futures
Trading Commission

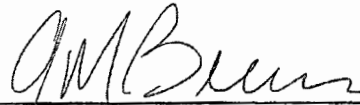
Dated: _____

Cesar Castaneda

Dated: _____


Joel Castaneda Garcia



Dated: 05/19/2021



J. Mark Brewer
Brewer & Pritchard, P.C.
770 S. Post Oak Lane, Suite 620
Houston, TX 77056J.
Tel: (713) 209-2910
Email: brewer@bplaw.com

Counsel for Cesar Castaneda and
Joel Castaneda Garcia

Dated: 5/21/21

| | |
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| <p>CONSENTED TO AND APPROVED BY:</p> |  |
| <p>_____ Aimée Latimer-Zayets James A. Garcia Commodity Futures Trading Commission 1155 21st Street, NW Washington, DC 20581 Tel: (202) 418-7626 (202) 418-5362 Email: alatimer-zayets@cftc.gov jgarcia@cftc.gov</p> <p>Counsel for Commodity Futures Trading Commission</p> | <p>_____ Cesar Castaneda</p> <p>Dated: <u>05/19/2021</u></p> |
| <p>Dated: _____</p> | <p>_____ Joel Castaneda Garcia</p> <p>Dated: _____</p>  <p>_____ J. Mark Brewer 800 Bering Dr., Suite 201 Houston, TX 77057 Tel: (713) 725-4788 Email: brewer@bplaw.com</p> <p>Counsel for Cesar Castaneda and Joel Castaneda Garcia</p> <p>Dated: <u>5/20/21</u></p> |