

EXHIBIT C

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA**

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	:	
COMMODITY FUTURES TRADING	:	
COMMISSION,	:	
Plaintiff,	:	Civil Action No. 6:20-cv-01657-CEM-
	:	GGK
v.	:	
	:	Hon. Judge Carlos E. Mendoza
	:	
HIGHRISE ADVANTAGE, LLC, BULL RUN	:	
ADVANTAGE, LLC, GREEN KNIGHT	:	
INVESTMENTS, LLC, KING ROYALTY LLC,	:	
SR&B INVESTMENT ENTERPRISES, INC.,	:	
AVINASH SINGH, RANDY ROSSEAU,	:	
DANIEL COLOGERO, HEMRAJ SINGH, and	:	
SURUJPAUL SAHDEO	:	
Defendants.	:	

**CONSENT ORDER FOR PERMANENT INJUNCTION CIVIL MONETARY PENALTY
AND OTHER EQUITABLE RELIEF
AGAINST DEFENDANTS KING ROYALTY LLC and HEMRAJ SINGH**

I. INTRODUCTION

On September 9, 2020, Plaintiff Commodity Futures Trading Commission (“Commission” or “CFTC”) filed a Complaint (ECF No. 1) against Defendants Highrise Advantage, LLC, Bull Run Advantage, LLC, Green Knight Investments, LLC, King Royalty LLC (“King Royalty”), SR&B Investment Enterprises, Inc., Avinash Singh, Randy Rosseau, Daniel Cologero, Hemraj Singh (“Raj”), and Surujpaul Sahdeo, 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 (2022). The Court entered a statutory restraining order against Defendants on September 16, 2020. (ECF No. 45). On September 30, 2020, the

Court Issued an Order of Preliminary Injunction and Other Relief against Defendants (“PI Order”). (ECF No. 73). The PI Order froze the assets of individual Defendant Avinash Singh and all five Corporate Defendants, including King Royalty, prohibited further violations of the Act and the Regulations, ordered an accounting of assets, permitted CFTC access to all of Defendants’ books and records, and prohibited the destruction of documents. On February 1, 2021, the Commission filed an Amended Complaint. (ECF No. 98). King Royalty and Raj answered on February 18, 2021. (ECF 109).

II. CONSENTS AND AGREEMENTS

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

1. Consent to the entry of this Consent Order for Permanent Injunction, Civil Monetary Penalty, and Other Equitable Relief Against Defendants King Royalty LLC and Hemraj Singh (“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 Amended 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;
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 Section 6c(e) of the Act, 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 (2022), 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 Consent Order;
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 Defendants King Royalty and Raj 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 waive any objection based thereon;
10. Agree that neither they nor any of their agents or employees under their authority or control shall take any action or make any public statement denying, directly or indirectly, any allegation in the Amended Complaint or the Findings of Fact or Conclusions of Law in this Consent Order, or creating or tending to create the impression that the Amended Complaint and/or this Consent Order is without a factual

basis; provided, however, that nothing in this provision shall affect their: (a) testimonial obligations; or (b) right to take legal positions in other proceedings to which the Commission is not a party. Defendants King Royalty and Raj shall comply with this agreement, and shall undertake all steps necessary to ensure that all of their agents or employees under their authority or control understand and comply with this agreement; and

11. Consent to the entry of this Consent Order without admitting or denying the allegations of the Amended Complaint or any findings or conclusions in this Consent Order, except as to jurisdiction and venue, which they admit;
12. Consent 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 agree that they shall be taken as true and correct and be given preclusive effect therein, without further proof;
13. Do 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
14. 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 King Royalty and Raj 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 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

i. The Parties to this Consent Order

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

16. Defendant **King Royalty, LLC (“King Royalty”)** is a New Jersey limited liability company with its business address in Jersey City, New Jersey. King Royalty’s articles of organization were filed with the State of New Jersey on May 8, 2013. King Royalty has never been registered with the Commission in any capacity.

17. Defendant **Hemraj Singh (“Raj”)** is the registered agent, principal and the president of King Royalty. Raj is a resident of Jersey City, New Jersey. He solicited and accepted funds from pool participants for participation in King Royalty and transferred some of those funds to Highrise. He is the sole signatory on King Royalty’s bank accounts. Raj has never been registered with the Commission in any capacity.

ii. Summary

18. King Royalty operated a fund that directed pool participant funds to a “master pool” (hereinafter “Master Pool”). King Royalty’s pool participants deposited funds into King Royalty’s pool, which then funneled deposits to Master Pool. Master Pool pooled King Royalty funds, along with other pool participant funds, and commingled the pool participant funds with other non-pool participant funds. Master Pool then transferred a portion of the pool participants’ funds into forex trading accounts in its own name.
19. Defendant Raj ran the feeder pool King Royalty that transferred funds to Master Pool in connection with pooled investments in retail foreign currency contracts (“forex”).
20. As part of the fraudulent scheme, Master Pool issued monthly account statements to King Royalty, which misrepresented the profits and balances of the King Royalty pool participants’ respective interests in the Master Pool. King Royalty likewise issued monthly account statements to its pool participants that misrepresented the profits and balances of the pool participants’ respective interests in the King Royalty Feeder Pool, as well as the Master Pool.

Master Pool Misappropriated Pool Participant Funds and Issued False Statements

21. During the period from at least February 2013 to the filing of the Complaint on September 20, 2020, Master Pool solicited and accepted more than \$57,911,423 million from individual pool participants and from feeder pools such as King Royalty. Of the at least \$57 million Master Pool received from pool participants, including King Royalty pool participants, Master Pool used only a combined amount of less than \$2,408,438.41 million for forex trading.

22. Master Pool sent pool participants, including feeder pools such as King Royalty, monthly account statements via e-mail (the “Monthly Statements”). The Monthly Statements provided pool participants with information including opening balance, profit, deposit, withdrawal, and account balance. The Monthly Statements did not provide the Master Pool’s account activity, profits, losses, net balances, or the participation units of the participant.
23. The statements pool participants such as King Royalty received were false.

iii. King Royalty’s Participation in the Master Pool’s Fraud

24. Raj opened at least 27 bank and credit card accounts in King Royalty’s name at 16 separate financial institutions. Raj is the sole signatory on those bank accounts.
25. Commencing in or about January 2015, Raj marketed King Royalty through, at a minimum, word of mouth and held himself out as a successful individual leading a group of traders that traded forex. In his website <https://kingrajsingh.com/>, Raj refers to himself as “The Passive Income Artiste.” Raj states that his “mission is to empower others to overcome and generate passive income to create financial freedom and experience life to the fullest.” Raj states that he was “living paycheck to paycheck just to make ends meet” and that he has “made it his life’s mission to help others get out of the financial rat race by creating passive income vehicles that literally pay you while you sleep.”
26. Beginning in at least 2015, Defendants began soliciting prospective pool participants to invest in King Royalty LLC, “[a] true passive income private investment club” that invested in forex and touted a past performance of an average of 15-30% annual return. Defendants also encouraged prospective pool participants to “[l]et our expert traders

build your account to secure your retirement, children's college fund, emergency funds or anything you could be saving up for.”

27. King Royalty issued statements to its pool participants by email every month that reported fictitious profits that were allegedly half the profits King Royalty earned from Highrise by trading forex. Those statements showed forex trading profits with no reported losses.

28. By at least January 2015, King Royalty began to transfer funds to Master Pool. Between January 2015 and September 2020 (the Relevant Period”), King Royalty received \$9,591,170 million in funds from at least 191 King Royalty pool participants and transferred \$6,063,328.98 to Highrise. Highrise transferred \$3,351,942.90 back to King Royalty during the Relevant Period.

29. King Royalty issued statements to its pool participants by email every month that reported fictitious profits that were allegedly half the profits King Royalty earned from Highrise by trading forex. Those statements showed forex trading profits with no reported losses.

30. None of King Royalty's pool participants were eligible contract participants (“ECPs”) under Section 1a(18)(A)(xi) of the Act, 7 U.S.C. § 1a(18)(A)(xi).

iv. Failure to Register

31. During the Relevant Period, King Royalty acted as a commodity pool operator (“CPO”) for the King Royalty pool, in that it solicited and accepted funds from non-ECP pool participants for the purpose of pooling the funds in a commodity pool engaged in trading forex. King Royalty pooled its pool participant funds and sent \$6,063,942.90 of the pooled funds to Master Pool to trade forex. Thus, King Royalty acted as a CPO.

32. At no time did King Royalty register as a CPO with the Commission.

33. Likewise, Raj did not register with the Commission as an associated person (“AP”) of King Royalty in its capacity as a CPO.

v. Failure to Comply with Regulations Relating to Pool Organizations and Operation

34. King Royalty, while acting as a CPO of its pool, failed to operate the pool as a legal entity separate from the CPO. In addition, King Royalty failed to provide to prospective or current pool participants, pool disclosure documents containing information required by Regulation 4.21, 17 C.F.R. § 4.21 (2022).

B. Conclusions of Law

Jurisdiction and Venue

35. This Court has jurisdiction over this action under 28 U.S.C. § 1331 (federal question jurisdiction) and 28 U.S.C. § 1345 (district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), authorizes the Commission to seek injunctive relief in any proper district court of the United States against any person whenever it shall appear to the Commission that such person has engaged, is engaging, or is about to engage in any act or practice constituting a violation of any provision of the Act or any rule, regulation, or order thereunder.

36. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because Defendants are found in and inhabit the Middle District of Florida, have transacted business in this District, and the acts and practices in violation of the Act and Regulations occurred, within this District.

i. Fraud by a Commodity Pool Operator

37. Section 1a(11) of the Act, 7 U.S.C. §1a(11), in relevant part, defines a CPO 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 either directly or through capital contributions, the sale of stock or other forms of securities or otherwise for the purpose of trading in commodity interests. With regard to retail forex transactions, Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2022), defines a CPO for purposes of 17 C.F.R. part 5 as “any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an ECP as defined in 7 U.S.C. § 1a(18), and that engages in retail forex transactions.”

38. During the period from at least January 2015 to September 2020, King Royalty acted as a CPO for the King Royalty Pool.

39. Section 4o(1)(A) and (B) of the Act, 7 U.S.C. § 6o(1)(A) and (B), in relevant part, makes it unlawful for CPOs, whether registered with the Commission or not, by use of the mails or any other means of interstate commerce, directly or indirectly, to: (A) employ any device, scheme or artifice to defraud any client or pool participant, or (B) engage in any transaction, practice, or course of business that operates as a fraud or deceit upon any client or pool participant. 7 U.S.C. § 6o(1)(A) and (B) applies to the retail forex transactions, agreements or contracts, and accounts and pooled investment vehicles therein, offered by King Royalty, pursuant to Section 2(c)(2)(C)(ii)(I) and (vii) of the Act, 7 U.S.C. § 2(c)(2)(C)(ii)(I), (vii).

40. King Royalty violated 7 U.S.C. § 6o(1)(B) in that it engaged in transactions, practices or a course of business which operated as a fraud or deceit upon commodity pool participants by: (1) representing that all of the funds deposited with King Royalty were being traded in forex, which was not true; and (2) issuing monthly statements to individual pool participants that deposited funds directly with King Royalty that contained false information about the profits and balances of each individual pool participant's interests in King Royalty and Master Pool.
41. King Royalty used or is using the mails, telephone services, or other instrumentalities of interstate commerce to engage in business in connection with retail forex transactions.
42. Each act of misrepresentation of material fact, and issuance of false statements constitutes a separate and distinct violation of 7 U.S.C. § 6o(1)(B).
43. Raj held and exercised direct and indirect control over King Royalty and either did not act in good faith or knowingly induced King Royalty's violations and is therefore liable, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b), for King Royalty's violations of 7 U.S.C. § 6o(1)(B).

ii. Fraud by Associated Persons of a Commodity Pool Operator

44. Beginning at least in January 2015, Raj acted as an AP of a CPO for the King Royalty Pool by soliciting individuals to become pool participants in regard to a business that is of the nature of an investment trust, syndicate, or similar form of enterprise, for the purpose of trading commodity interests.
45. Beginning at least in January 2015, Raj engaged in conduct that operated as a fraud or deceit upon prospective and existing pool participants in violation of 7 U.S.C.

- § 6o(1)(B) by: (1) representing that all of the funds deposited with King Royalty were being traded in forex, which was not true; and (2) issuing Monthly Statements to individual pool participants that deposited funds directly with King Royalty with false information about the profits and balances of the individual pool participant's respective interests in King Royalty and Highrise.
46. Raj was acting as an agent of King Royalty when he violated the Act and, therefore, King Royalty, as his principal, is liable for his acts, omissions and failures in violation of 7 U.S.C. § 6o(1)(B) pursuant to 7 U.S.C. § 2(a)(1)(B) and Regulation 1.2, 17 C.F.R. § 1.2 (2022).
47. Raj used or is using the mails, telephone services, or other instrumentalities of interstate commerce to engage in business in connection with retail forex transactions.
48. 7 U.S.C. § 6o(1)(B) applies to the retail forex transactions, agreements or contracts, and accounts and pooled investment vehicles therein, offered by, Raj, pursuant to 7 U.S.C. § 2(c)(2)(C)(ii)(I) and (vii).
49. Each misrepresentation or omission of material fact, issuance of a false statement or report, constitutes a separate and distinct violation of 7 U.S.C. § 6o(1)(B).

iii. Failure to Register as a Commodity Pool Operator

50. With certain specified exceptions and exemptions not applicable here, Section 4m(1) of the Act, 7 U.S.C. § 6m(1), makes it unlawful for any CPO to make use of the mails or any means or instrumentality of interstate commerce in connection with its business unless it is registered with the CFTC. Section 2(c)(2)(C)(iii)(I)(cc) of the Act, 7 U.S.C. § 2(c)(2)(C)(iii)(I)(cc), also makes it unlawful for a CPO to operate a pooled investment in foreign currency whose participants are not ECPs without registration.

51. Similarly, Regulation 5.3(a)(2)(i), 17 C.F.R. § 5.3(a)(2)(i) (2022), makes it unlawful for any CPO, as defined in Regulation 5.1(d)(1), 17 C.F.R. § 5.1(d)(1) (2022), to be engaged in retail forex transactions without being so registered. 17 C.F.R. § 5.1(d)(1) defines a CPO as “any person who operates or solicits funds, securities, or property for a pooled investment vehicle that is not an eligible contract participant as defined in 7 U.S.C. § 1a(18), and that engages in retail forex transactions.”
52. During at least the Relevant Period, King Royalty acted as CPO for the King Royalty Pool, within the meaning of Section 1a(11) of the Act, 7 U.S.C. § 1a(11), and 17 C.F.R. § 5.1(d)(1), and solicited and accepted funds, using instrumentalities of interstate commerce, for a pooled investment vehicle from non-ECPs for the purpose of engaging in retail forex transactions while failing to register as a CPO in violation of 7 U.S.C. § 6m(1).
53. King Royalty violated 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6m(1), and 17 C.F.R. § 5.3(a)(2)(i) by engaging in these activities without having registered as a CPO.
54. Raj held and exercised direct and indirect control over King Royalty and either did not act in good faith or knowingly induced King Royalty’s violations and is therefore liable, pursuant to 7 U.S.C. § 13c(b), for King Royalty’s violations of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6m(1), and 17 C.F.R. § 5.3(a)(2)(i).
55. Each use by King Royalty of the mails or any means or instrumentality of interstate commerce in connection with its business as a CPO without proper registration constitutes a separate and distinct violation of 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6m(1), and 17 C.F.R. § 5.3(a)(2)(i).

iv. Failure to Register as AP of a Commodity Pool Operator and allowing Unregistered AP to Remain Associated with a CPO

56. With certain exemptions and exclusions not applicable here, it is unlawful for a person to be associated with a CPO as a partner, officer, employee, consultant, or agent, or a person occupying a similar status or performing similar functions, in any capacity that involves the solicitation of funds, securities, or property for participation in a retail forex pool unless registered with the Commission as an AP of the CPO pursuant to Section 4k(2) of the Act, 7 U.S.C. § 6k(2), and Regulation 5.3(a)((2)(ii), 17 C.F.R. § 5.3(a)(2)(ii).
57. 7 U.S.C. § 6k(2) also makes it unlawful for a CPO to permit such a person to become or remain associated with the CPO in any such capacity if the CPO knew or should have known that the person was not registered as an AP.
58. Regulation 3.12, 17 C.F.R. § 3.12 (2022), prohibits any person from being associated with a CPO as an AP unless that person shall have registered with the CFTC as an AP of that sponsoring CPO.
59. Raj violated 7 U.S.C. § 6k(2) and 17 C.F.R. §§ 3.12 and 5.3(a)(2)(ii), in that he acted as an AP of King Royalty without the benefit of registration as an AP of a CPO;
60. King Royalty violated 7 U.S.C. § 6k(2) in that, acting as a CPO, it allowed Raj to act as its AP when it knew or should have known that Raj was not registered as an AP.
61. Each act by Raj of soliciting funds, securities, or property for participation in a retail forex pool while being associated with King Royalty as a partner, officer, employee, consultant, or agent without being registered as an AP of a CPO, and each act by King Royalty of allowing Raj to be associated with it in such a capacity when King Royalty

knew or should have known Raj was not registered as an AP, constitutes a separate and distinct violation of 7 U.S.C. § 6k(2) and 17 C.F.R. §§ 3.12 and 5.3(a)(2)(ii).

v. Failure to Operate Commodity Pool As a Separate Legal Entity

62. Regulation 5.4, 17 C.F.R. § 5.4 (2022), states that Part 4 of the CFTC's Regulations, 17 C.F.R. pt. 4 (2022), applies to any person required to register as a CPO pursuant to Part 5 of the CFTC's Regulations relating to forex transactions, 17 C.F.R. pt. 5 (2022).

63. Regulation 4.20(a)(1), 17 C.F.R. § 4.20(a)(1) (2022), requires a CPO to operate its commodity pool as an entity cognizable as a legal entity separate from that of the pool operator, with certain specified exceptions not applicable here.

64. Regulation § 4.20(b), 17 C.F.R. § 4.20(b) (2022), requires that all funds, securities, or other property received by a CPO from a prospective or existing pool participant must be received in the commodity pool's name.

65. By accepting or depositing pool funds in bank accounts held in the name of King Royalty and not into a separate legal entity, King Royalty failed to operate its pool as a legal entity separate from itself as pool operator, in violation of 17 C.F.R. § 4.20(a)(1) and (b).

66. During at least the Relevant Period, King Royalty while acting as CPO, violated 17 C.F.R. § 4.20(a)(1) and (b) by failing to operate its retail forex pool as a legal entity separate from itself.

67. Defendant Raj controls King Royalty, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, King Royalty's, conduct alleged in this Count. Therefore, pursuant to 7 U.S.C. § 13c(b), Raj is liable for King Royalty's violations of 17 C.F.R. § 4.2(a)(1) and (b).

68. Each instance of accepting funds in the name of the King Royalty and not into a separate legal entity, from at least January 2015 through the filing of the Complaint, constitutes a separate and distinct violation of 17 C.F.R. § 4.20(a)(1) and (b).

vi. Failure to Provide Pool Disclosures

69. Regulation 4.21(a)(1), 17 C.F.R. § 4.21(a)(1) (2022), provides that “each commodity pool operator registered or required to be registered under the Act must deliver or cause to be delivered to a prospective participant in a pool that it operates or intends to operate a Disclosure Document for the pool prepared in accordance with §§ 4.24 and 4.25 by no later than the time it delivers to the prospective participant a subscription agreement for the pool”

70. Defendant King Royalty failed to provide prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2022). By reason of the foregoing, King Royalty violated 17 C.F.R. § 4.21.

71. Defendant Raj controls, directly or indirectly, King Royalty and did not act in good faith or knowingly induced, directly or indirectly, King Royalty’s, conduct alleged in this Count. Therefore, pursuant to 7 U.S.C. § 13c(b), Raj is liable for King Royalty’s violations of 17 C.F.R. § 4.21.

72. Each failure to furnish the required disclosure documents to prospective pool participants and pool participants constitutes a separate and distinct violation of 17 C.F.R. § 4.21.

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

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT:

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

- a. engaging in transactions, practices or courses of business which operate as a fraud or deceit upon commodity pool participants in violation of Section 4o(1)(B), 7 U.S.C. § 6o(1)(B);
- b. with respect to Raj, being associated with a CPO as a partner, officer, employee, consultant, or agent, or a person occupying a similar status or performing similar functions, in any capacity that involves the solicitation of funds, securities, or property for participation in a retail forex pool without being registered with the Commission as an AP of the CPO, and with respect to King Royalty with permitting such a person from becoming or remaining associated with the CPO in any such capacity if King Royalty knew or should have known that the person was not registered as an AP, in violation of 4k(2) of the Act, 7 U.S.C. § 6k(2), and Regulations 3.12 and 5.3(a)(2)(ii) 17 C.F.R. §§ 3.12, 5.3(a)(2)(ii) (2022);

- c. Failing to operate a commodity pool as an entity cognizable as a legal entity separate from that of the pool operator, in violation of Regulation 4.20(a)(i), 17 C.F.R. § 4.20(a)(1) (2022);
- d. Failing to require that all funds, securities, or other property received by a CPO from a prospective or existing pool participant be received in the commodity pool's name., in violation of Regulation 4.20(b), 17 C.F.R. § 4.20(b) (2022); and
- e. Failing to provide prospective pool participants with pool disclosure documents in the form specified in Regulations 4.24 and 4.25, 17 C.F.R. §§ 4.24, 4.25 (2022), in violation of Regulation 4.21; 17 C.F.R. § 4.21 (2022),

75. Defendant King Royalty is permanently restrained, enjoined and prohibited from engaging in retail forex transactions without being registered as a CPO, in violation of Sections 2(c)(2)(C)(iii)(I)(cc) and 4m(1) of the Act, 7 U.S.C. §§ 2(c)(2)(C)(iii)(I)(cc), 6m(1), and Regulation 5.3(a)(2)(i), 17C.F.R. § 5.3(a)(2)(i) (2022).

76. Defendants King Royalty and Raj 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)); and
- b. Entering into any transactions involving “commodity interests” (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2022), for their own personal account or for any account in which they have 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 of any commodity interests;
- f. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring 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) (2022); and/or
- g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2022)), agent, or any other officer or employee of any person 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 AND CIVIL MONETARY PENALTY

A. Restitution

77. Defendants King Royalty and Raj shall pay, jointly and severally, restitution in the amount of \$5,478,837.53 (subject to slight change due to outstanding bank records) (“Restitution Obligation”). This amount will be reduced by any disbursements to Defendants’ pool participants from funds frozen pursuant to the PI Order in this case. If the Restitution Obligation is not paid immediately in full post-judgment interest shall accrue on the unpaid balance 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.

78. To effect payment of the Restitution Obligation and the distribution of any restitution payments to Defendants' pool participants, the Court appoints the National Futures Association ("NFA") as Monitor ("Monitor"). The Monitor shall receive restitution payments from 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.
79. Defendants shall make Restitution Obligation payments, and any post-judgment interest payments, under this Consent Order to the Monitor in the name "Defendants King Royalty and Hemraj Singh 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 Defendants and the name and docket number of this proceeding. Defendants 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.
80. 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 Defendants' 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 B below.

81. Defendants shall cooperate with the Monitor as appropriate to provide such information as the Monitor deems necessary and appropriate to identify Defendants' pool participants to whom the Monitor, in its sole discretion, may determine to include in any plan for distribution of any Restitution Obligation payments. Defendants shall execute any documents necessary to release funds that they have in any repository, bank, investment or other financial institution, wherever located, in order to make partial or total payment toward the Restitution Obligation.
82. The Monitor shall provide the Commission at the beginning of each calendar year with a report detailing the disbursement of funds to Defendants' pool participants 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.
83. 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 Defendants 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.

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

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

B. Civil Monetary Penalty

86. Defendants shall pay, jointly and severally, a civil monetary penalty in the amount of \$1,500,000 ("CMP Obligation"). If the CMP Obligation is not paid in full immediately, then post-judgment interest shall accrue on the unpaid portion of the CMP Obligation beginning on the date of entry of this Consent Order and shall be determined by using the Treasury Bill rate prevailing on the date of entry of this Consent Order pursuant to 28 U.S.C. § 1961.

87. Defendants shall pay their 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 266

Oklahoma City, OK 73169
9-amz-ar-cftc@faa.gov

If payment by electronic funds transfer is chosen, Defendants shall contact Tonia King or her successor at the address above to receive payment instructions and shall fully comply with those instructions. Defendants shall accompany payment of the CMP Obligation with a cover letter that identifies Defendants and the name and docket number of this proceeding. Defendants 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

88. Partial Satisfaction: Acceptance by the Commission or the Monitor of any partial payment of Defendants' Restitution Obligation, or CMP Obligation shall not be deemed a waiver of their 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.

89. Asset Freeze: On September 16, 2020, the court entered an asset freeze order prohibiting the transfer, removal, dissipation and disposal of Defendant King Royalty's assets ("Asset Freeze Order"). The court hereby lifts the Asset Freeze Order as to King Royalty's assets.

D. Cooperation

90. Defendants King Royalty and Raj shall cooperate fully and expeditiously with the CFTC including the CFTC's Division of Enforcement, and any other governmental agency in this action, and in any current or future Commission investigation or action

related thereto. As part of such cooperation, Defendants King Royalty and Raj shall comply, to the full extent of their abilities, promptly and truthfully with any inquiries or requests for information including but not limited to, requests for production of documents and authentication of documents, shall provide assistance at any trial, proceeding, or investigation related to the subject matter of this action, including but not limited to, requests for testimony, depositions, and/or interviews. Should the CFTC file any additional action(s) related to the subject matter of this action, Defendants King Royalty and Raj are directed to appear in the judicial district in which such action(s) is pending, or in a suitable judicial district agreed to by the parties, to provide deposition testimony and trial testimony should such testimony be necessary.

VI. MISCELLANEOUS PROVISIONS

91. Until such time as Defendants satisfy in full their CMP and Restitution obligations under this Consent Order, upon the commencement by or against Defendants of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Defendants' 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 20581

92. 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 Howell
Deputy Director, Division of Enforcement
Commodity Futures Trading Commission
77 W. Jackson Blvd., Suite 800
Chicago, IL 60604

Notice to Defendants King Royalty and Raj:

Cliff Geismar
The Law Offices of Clifford J. Geismar, PA
Crealde Business Center
2431 Aloma Avenue, Suite 109
Winter Park, FL 32792

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

93. Change of Address/Phone: Until such time as Defendants satisfy in full their Restitution Obligation and CMP Obligation as set forth in this Consent Order, Defendants shall provide written notice to the Commission by certified mail of any change to their telephone number and mailing address within ten calendar days of the change.
94. 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.
95. 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.

96. Waiver: The failure of any party to this Consent Order or of any pool participant at any time to require performance of any provision of this Consent Order shall in no manner affect the right of the party or pool participant at a later time to enforce the same or any other provision of this Consent Order. No waiver in one or more instances of the breach of any provision contained in this Consent Order shall be deemed to be or construed as a further or continuing waiver of such breach or waiver of the breach of any other provision of this Consent Order.
97. 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 King Royalty or Raj to modify or for relief from the terms of this Consent Order.
98. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon Defendants King Royalty and Raj, 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 King Royalty and Raj.
99. Authority: Raj hereby warrants that he is the manager of King Royalty, and that this Consent Order has been duly authorized by King Royalty and he has been duly empowered to sign and submit this Consent Order on behalf of King Royalty.
100. 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.

101. Defendants King Royalty and Raj understand that the terms of the Consent Order, except with respect to restitution, are enforceable through contempt proceedings, and that, in any such proceedings they may not challenge the validity of this Consent Order.

102. Agreements and Undertakings: Defendants King Royalty and Raj 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, Civil Monetary Penalty and Other Equitable Relief Against Defendants King Royalty LLC, Inc. and Hemraj Singh* forthwith and without further notice.

IT IS SO ORDERED on this ____ day of _____, 2023.

Honorable Judge Carlos E. Mendoza
UNITED STATES DISTRICT JUDGE

CONSENTED TO AND APPROVED BY:

By: /s/Elizabeth M. Streit
Elizabeth M. Streit
Chief Trial Attorney
Commodity Futures Trading
Commission
77 West Jackson,
Chicago, IL 60604
Tel. (312) 596-0700
Fac. (312) 596-0714
estreit@cftc.gov

Date: June 21, 2023

By: KING ROYALTY LLC

Hemraj H Singh
President

Date: _____

By:

Hemraj H Singh, individually

Date: _____

Approved as to form:

Clifford J. Geismar
The Law Office of Clifford J. Geismar, PA
Crealde Business Center
2431 Aloma Avenue, Suite 109
Winter Park, FL 32792
407-673-1087, cgeismar@gmail.com
Attorney for King Royalty LLC and Hemraj Singh

Date: _____

CONSENTED TO AND APPROVED BY:

By: _____
Elizabeth M. Streit
Chief Trial Attorney
Commodity Futures Trading
Commission
77 West Jackson,
Chicago, IL 60604
Tel. (312) 596-0700
Fac. (312) 596-0714
estreit@cftc.gov

Date: _____

By: KING ROYALTY LLC

Hemraj H Singh
President

Date: 4/17/23

By: _____
Hemraj H Singh, individually

Date: _____

Approved as to form:

Clifford J. Geismar
The Law Office of Clifford J. Geismar, PA
Crealde Business Center
2431 Aloma Avenue, Suite 109
Winter Park, FL 32792
407-673-1087, cgeismar@gmail.com
Attorney for King Royalty LLC and Hemraj Singh

Date: _____

CONSENTED TO AND APPROVED BY:

By: _____
Elizabeth M. Streit
Chief Trial Attorney
Commodity Futures Trading
Commission
77 West Jackson,
Chicago, IL 60604
Tel. (312) 596-0700
Fac. (312) 596-0714
estreit@cftc.gov

Date: _____

By: KING ROYALTY LLC

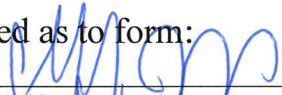
Hemraj H Singh
President

Date: _____

By: 

Hemraj H Singh, individually

Date: 4/13/23

Approved as to form: 

Clifford J. Geismar
The Law Office of Clifford J. Geismar, PA
Crealde Business Center
2431 Aloma Avenue, Suite 109
Winter Park, FL 32792
407-673-1087, cgeismar@gmail.com
Attorney for King Royalty LLC and Hemraj Singh

Date: 4/13/23