United States District Court
Southern District of Texas
ENTERED
December 22, 2025
Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

COMMODITY FUTURES TRADING COMMISSION Plaintiff, v. PETER MILLER and OMERTA CAPITAL LLC, Defendants.	§ § § § § § § § § § §	CIVIL ACTION NO. 4:21-cv-04023

CONSENT ORDER FOR PERMANENT INJUNCTION AND OTHER STATUTORY AND EQUITABLE RELIEF AGAINST DEFENDANTS PETER MILLER AND OMERTA CAPITAL LLC AND ORDER DISMISSING COUNT III OF THE AMENDED COMPLAINT

I. INTRODUCTION

On December 1, 2022, Plaintiff Commodity Futures Trading Commission ("CFTC" or "Commission") filed an Amended Complaint (the "Amended Complaint") against Defendants Peter Miller ("Miller") and Omerta Capital LLC ("Omerta") (collectively, "Defendants") seeking injunctive and other equitable relief, as well as the imposition of civil penalties, for violations of the Commodity Exchange Act (the "Act") and Commission Regulations ("Regulations") including 7 U.S.C. §§ 6c(a) and 9(1) and 17 C.F.R. § 180.1(a)(1)(3) (2024). (Dkt. 46).

II. CONSENTS AND AGREEMENTS

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

1. Consent to the entry of this Consent Order for Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Peter Miller and Omerta Capital LLC and Order Dismissing Count III of the Amended Complaint ("Consent Order");

2. Affirm that Defendants have read and agreed to this Consent Order voluntarily, and that no other 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 Amended Complaint;

4. Admit the jurisdiction of this Court over Defendants 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 7 U.S.C. § 13a-1(e);

7. Agree to the dismissal with prejudice of Count III of the Complaint;

8. Waive:

   a. Any and all claims that Defendants may possess under the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412, and/or the rules promulgated by the Commission in conformity therewith, Part 148 of the Regulations, 17 C.F.R. pt. 148 (2024), relating to, or arising from, this action;

   b. Any and all claims that Defendants 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.

9. Agree 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 8 above;

10. Consent to the continued jurisdiction of this Court over Defendants for the purpose of implementing and enforcing the terms and conditions of this Consent Order and for any other purpose relevant to this action, even if Defendants now or in the future reside outside the jurisdiction of this Court;

11. Agree that Defendants 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;

12. Agree that neither Defendants nor any of Defendants' agents or employees under Defendants' 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 Consent Order is without a factual basis; provided, however, that nothing in this provision shall affect Defendants': (a) testimonial obligations, or (b) right to take legal positions in other proceedings to which the Commission is not a party. Defendants shall comply with this agreement, and shall undertake all steps necessary to ensure that all of Defendants' agents and employees under Defendants' authority or control understand and comply with this agreement;

13. Consent to the entry of this Consent Order admitting only Paragraphs 19-20 and 29-30 of this Consent Order and without admitting or denying the allegations of the Amended Complaint or any other findings or conclusions made in this Consent Order;

14. 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 agrees that they shall be taken as true and correct and be given preclusive effect therein, without further proof;

15. 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 proceeding in bankruptcy or receivership; or a proceeding to enforce the terms of this Consent Order;

16. Agree to provide immediate notice to this Court and the Commission by certified mail, in the manner required by paragraph 63 of Part V of this Consent Order, of any bankruptcy proceeding filed by, or on behalf of, or against Defendants, whether inside or outside the United States; and

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

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings of Fact

1. Parties to This Consent Order

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

19. Defendant **Peter Miller** is an individual who resides in Miami Beach, Florida. Miller trades natural gas futures contracts through Omerta. Miller is the President, Chairman, and an Authorized Member of Omerta. Miller has never been registered with the CFTC in any capacity.

20. Defendant **Omerta Capital LLC** was a Puerto Rico limited liability company, with its principal place of business in Dorado, Puerto Rico. Omerta is a proprietary trading company that owns the futures trading accounts that Miller used to trade natural gas futures contracts and other products. Omerta has never been registered with the CFTC in any capacity.

2. Other Relevant Entities

21. **Energy Company 1** is a business that engages in energy marketing and trading in North America. Energy Company 1 employs traders who trade natural gas products, including natural gas futures contracts, for the benefit of Energy Company 1's business, including, formerly, Company Trader A and Company Trader B. Energy Company 1 has never been registered with the CFTC.

22. **Matthew Clark** ("Clark") is a resident of Houston, Texas. From the beginning of the Relevant Period until July 25, 2019, Clark was employed by Energy Company 1 in its office in The Woodlands, Texas. Until April 2017, Clark actively traded natural gas futures contracts on behalf of Energy Company 1 while holding a number of supervisory trading positions at Energy Company 1. In April 2017, Clark was promoted to an executive position within Energy Company 1. Clark has never been registered with the CFTC.

23. **Company Trader B** is a resident of Spring, Texas. During the Relevant Period, Company Trader B traded natural gas futures contracts on behalf of Energy Company 1. Prior to July 25, 2019, Company Trader B was supervised by Clark. Except for a three-month period that

took place before the Relevant Period, Company Trader B has never been registered with the CFTC.

24. **Energy Company 2** is a business that engages in energy pipeline transport, including the transportation of natural gas and oil products. Energy Company 2 employs traders who trade natural gas products, including natural gas futures contracts for the benefit of Energy Company 2's business including, formerly, Company Trader C. Energy Company 2 has never been registered with the CFTC.

25. **Company Trader C** is a resident of Houston, Texas. During the Relevant Period, Company Trader C traded natural gas futures contracts on behalf of Energy Company 2. Company Trader C has never been registered with the CFTC in any capacity.

26. **Classic Energy LLC** ("Classic") was a registered Introducing Broker located in Houston, Texas. Among other services, Classic was a voice broker that brokered block trades for customers in natural gas futures contracts, including natural gas futures contracts listed on NYMEX. The CFTC issued two separate orders against Classic asserting violations of the Act and Regulations on September 30, 2019 and June 14, 2021. Classic withdrew its registration with the CFTC in 2019 and was permanently barred from registering with the CFTC on June 14, 2021.

27. **Mathew D. Webb** ("Webb") was the founder, President, sole member, and a registered Associated Person of Classic. Webb brokered block trades for Classic customers in natural gas futures contracts, including natural gas futures contracts listed on NYMEX. The CFTC issued orders against Webb asserting violations of the Act and Regulations on September 30, 2019, and June 14, 2021. Webb's registration with the CFTC was temporarily suspended in 2019, and then on June 14, 2021, Webb was permanently barred from registering with the CFTC.

28. **John Cartwright** ("Cartwright") is a resident of Houston, Texas and was a registered Associated Person of Classic Energy, LLC. Cartwright brokered block trades for Classic customers in natural gas futures contracts, including natural gas futures contracts listed on NYMEX. Cartwright is not currently registered with the CFTC but was a registered Associated Person of Classic from September 28, 2015 through October 8, 2019 and was listed as a Principal of Classic from March 5, 2019 through October 8, 2019.

3. Defendants' Scheme as to Energy Company 1

29. In or around August 2015, Miller attended Company Trader B's wedding, where he met Clark. Webb and Clark told Miller that they were looking for a new counterparty for their prearranged trading conspiracy, and Miller agreed to join the conspiracy. Thereafter, Clark, Webb, and Miller engaged in unlawful prearranged trades and shared the proceeds of profitable trades. To effectuate each of the trades involved in the conspiracy, Clark, using Energy Company 1's nonpublic trading information, arranged for Webb to broker a block trade involving natural gas futures contracts, knowing that Defendants would be on the opposite side of the trade. Webb then communicated Energy Company 1's trade information to Defendants, who agreed to serve as the counterparty. After receiving the offer to enter into the block trade, but before its terms were reported to the Chicago Mercantile Exchange ("CME") (and thereby made public), Defendants engaged in screen-based trades in related natural gas futures products at advantageous prices. Whenever Defendants profited from either the block trade or the offsetting screen trade, Miller transferred the proceeds to bank accounts he controlled, and then withdrew a share of funds as cash to provide to Webb who in turn paid Clark. Each participant in the conspiracy was paid a portion of what was earned from their unlawful trades. Miller used cash for his payments to Webb in order to conceal them. Miller understood that Webb would provide Clark with Clark's share of the proceeds.

30. Defendants engaged in this conduct between September 2015 and continuing at least through in or around 2018. Throughout the course of this conduct, Defendants intentionally or recklessly engaged in a scheme to defraud.

31. By entering into and executing the block trades described in paragraph 29 above, pursuant to Miller's agreement with Webb and Clark that Defendants would take the opposite side of the block trade orders of Energy Company 1 communicated by Webb to Defendants, Defendants were able to obtain advantageous prices and avoid competition and market risk for Defendants' trades with Energy Company 1.

4. Defendants' Scheme as to Energy Company 2

32. Sometime between August and September 2015, Webb and Cartwright discussed giving to Defendants Energy Company 2's nonpublic block trade orders for the Natural Gas (Henry Hub) Last-Day Financial Futures contract ("HH Contract") listed on NYMEX, a futures exchange operated by CME, so that Defendants could take the opposite side of these HH contract block trades with Energy Company 2, in the same manner as Defendants were doing with Energy Company 1. Webb and Miller then agreed that Webb would give Defendants HH Contract block trade orders from an additional Classic customer, that Defendants would take the opposite side of these block trade orders, and that Defendants would share with Webb approximately seventy percent of the trading profits Defendants generated from these block trades and offsetting screen-based trades in the Henry Hub Natural Gas Futures contract ("NG Contract"), also listed on NYMEX.

33. Beginning on September 8, 2015, Company Trader C began giving Webb Energy Company 2's nonpublic block trade orders for the HH Contract. Webb gave these HH Contract block trade orders to Defendants, and Defendants agreed to serve as the counterparty for these block trades. After receiving an HH Contract block trade order from Webb, but before the terms

of the executed block trade were reported to the CME (and thereby made public), Defendants engaged in screen-based trades in the NG Contract at advantageous prices.

34. On or around June 9, 2016, Company Trader C began giving Cartwright Energy Company 2's nonpublic block trade orders for the HH Contract. Cartwright gave these HH Contract block trade orders to Defendants, and Defendants agreed to serve as the counterparty for these block trades. After receiving an HH Contract block trade order from Cartwright, but before the terms of the executed block trade were reported to CME (and thereby made public), Defendants engaged in screen-based trades in the NG Contract at advantageous prices.

35. Whenever Defendants profited from either the HH Contract block trade or the offsetting NG Contract screen trade, Miller transferred the proceeds to bank accounts he controlled and then withdrew a share of funds as cash. In some instances, Miller provided this cash to Webb, Webb in turn paid Cartwright, and Cartwright paid Company Trader C. In other instances, Miller provided this cash to Cartwright directly, who in turn paid Webb and/or Company Trader C. Miller used cash for these payments in order to conceal them.

36. Defendants engaged in this conduct between September 8, 2015 and September 27, 2019. Throughout the course of this conduct, Defendants knew, or were reckless in not knowing, that Company Trader C was disclosing Energy Company 2's nonpublic block trade orders to Webb and/or Cartwright in breach of his duty of trust and confidence to Energy Company 2 and with the expectation of receiving cash payments paid by Defendants, and that Webb or Cartwright further disclosed these nonpublic block trade orders to Defendants with the expectation of receiving cash payments paid by Defendants.

37. By entering into and executing the block trades described in paragraphs 33-35 above, pursuant to Miller's agreement with Webb that Defendants would take the opposite side

of the HH Contract block trade orders belonging to Energy Company 2 and communicated to Defendants by Webb or Cartwright, Defendants were able to obtain advantageous prices and avoid competition and market risk for Defendants' trades with Energy Company 2.

5. Omerta Is Vicariously Liable for Miller's Violations of the Act and Regulations.

38. Miller was acting as Omerta's agent when, through Omerta, he engaged in the conduct described in paragraphs 29-37 above.

39. Miller acted as Omerta's agent with respect to trading. Miller was the President of Omerta and the only trader employed by Omerta. Miller's duties included trading on Omerta's behalf, and Miller's trading in the manner described in paragraphs 29-37 above was therefore both for Omerta and within the scope of his agency for Omerta.

6. Miller Was the Controlling Person of Omerta.

40. From September 2015 through September 2019, Miller controlled Omerta, either directly or indirectly, as its President, Chairman, and only trader. Miller made all trading and other business decisions for Omerta.

41. Miller did not act in good faith or knowingly induced, directly or indirectly, Omerta's conduct by engaging in the conduct described in paragraphs 29-37 above.

B. Conclusions of Law

1. Jurisdiction and Venue

42. This Court possesses jurisdiction over this action pursuant to 28 U.S.C. § 1331 (codifying federal question jurisdiction) and 28 U.S.C. § 1345 (providing that U.S. district courts have original jurisdiction over civil actions commenced by the United States or by any agency expressly authorized to sue by Act of Congress). Section 6c(a) of the Act, 7 U.S.C. § 13a-1(a), provides that the CFTC 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 CFTC 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.

43. Venue properly lies with this Court pursuant to 7 U.S.C. § 13a-1(e), because Defendants have transacted business in this District, and certain of the acts and practices in violation of the Act and Regulations have occurred within this District, among other places.

2. Defendants Violated Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a)(1) and (3), 17 C.F.R. § 180.1(a)(1), (3) (2024).

44. Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), makes it unlawful for any person, directly or indirectly, to:

> [U]se 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 . . . .

45. Regulation 180.1(a)(1) and (3), 17 C.F.R. § 180.1(a)(1), (3) (2024), provides in relevant part:

> 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; . . .[or] (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[.]

46. By the conduct described in Paragraphs 18-41 above, Defendants, in connection with contracts for future delivery on or subject to the rules of any registered entity, intentionally or recklessly traded on the basis of confidential block trade order information misappropriated in

breach of a pre-existing duty of trust and confidence to the source of the information, Energy Company 1. Clark disclosed Energy Company 1's confidential block trade order information to Webb in breach of Clark's pre-existing duty to Energy Company 1, and Webb in turn disclosed Energy Company 1's confidential block trade order information to Defendants. Defendants traded on the basis of Energy Company 1's confidential block trade order information misappropriated in breach of a pre-existing duty of trust and confidence to Energy Company 1 both by entering into block trades with Energy Company 1 in the HH Contract on the basis of Energy Company 1's confidential block trade order information misappropriated by Clark in breach of a pre-existing duty of trust and confidence to Energy Company 1, and by executing trades onscreen in the NG Contract also on the basis of Energy Company 1's confidential block trade order information misappropriated by Clark in breach of a pre-existing duty of trust and confidence to Energy Company 1, in violation of 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a)(1) and (3) (2024).

47. By the conduct described in paragraphs 18-41 above, Defendants, in connection with contracts for future delivery on or subject to the rules of any registered entity, intentionally or recklessly traded on the basis of confidential block trade order information misappropriated in breach of a pre-existing duty of trust and confidence to the source of the information, Energy Company 2. Company Trader C disclosed Energy Company 2's confidential block trade order information to Webb or Cartwright in breach of Company Trader C's pre-existing duty to Energy Company 2, and Webb or Cartwright in turn disclosed Energy Company 2's confidential block trade order information to Defendants. Defendants traded on the basis of Energy Company 2's confidential block trade order information misappropriated by Company Trader C in breach of a pre-existing duty of trust and confidence to Energy Company 2 both by entering into block

trades with Energy Company 2 in the HH Contract on the basis of Energy Company 2's confidential block trade order information misappropriated by Company Trader C in breach of a pre-existing duty of trust and confidence to Energy Company 2, and by executing trades onscreen in the NG Contract also on the basis of this confidential block trade order information misappropriated by Company Trader C in breach of a pre-existing duty of trust and confidence to Energy Company 2, in violation of 7 U.S.C. § 9(1) and 17 C.F.R. § 180.1(a)(1) and (3) (2024).

3. Defendants Violated Section 4c(a)(1) and (2) of the Act, 7 U.S.C. § 6c(a)(1), (2).

48. Section 4c(a)(1) and (2) of the Act, 7 U.S.C. § 6c(a)(1), (2), in part, makes it "unlawful for any person to offer to enter into, enter into, or confirm the execution of a transaction. . . involving the purchase or sale of any commodity for future delivery. . ." that is a fictitious sale or is "used to cause any price to be reported, registered, or recorded that is not a true and bona fide price."

49. By the conduct described in Paragraphs 18-41 above, Defendants, in connection with contracts for future delivery on or subject to the rules of any registered entity, executed trades that they knew were not negotiated on an arm's length basis but instead pursuant to an agreement whereby Defendants would be the preselected counterparty for the HH Contract block trade orders disclosed by Clark to Webb, and by Company Trader C to Webb and Cartwright, thereby avoiding competition with other market participants for these orders, obtaining advantageous prices, and avoiding market risk for Defendants' trades with Energy Company 1 and 2, in violation of 7 U.S.C. § 6c(a)(1) and (2).

4. Omerta Is Vicariously Liable for Miller's Violations of Sections 4c(a)(1) and (2), and 6(c)(1) of the Act, 7 U.S.C. §§ 6c(a)(1), (2), and 9(1), and Regulation 180.1(a) and (3), 17 C.F.R. § 180.1(a)(1), (3) (2024).

50. Miller's conduct as described in Paragraphs 18-41 above occurred within the scope of Miller's agency, employment, and office at Omerta; therefore, pursuant to Section 2(a)(1)(B) of the Act, 7 U.S.C. § 2(a)(1)(B), and Regulation 1.2, 17 C.F.R. § 1.2 (2024), Omerta is liable for Miller's violations of 7 U.S.C. §§ 6c(a)(1) and (2), and 9(1), and 17 C.F.R. § 180.1(a)(1) and (3) (2024).

5. Miller Was a Controlling Person of Omerta and Is Therefore Liable for Omerta's Violations of Sections 4c(a)(1) and (2), and 6(c)(1) of the Act, 7 U.S.C. §§ 6c(a)(1), (2), and 9(1), and Regulation 180.1(a) and (3), 17 C.F.R. § 180.1(a)(1), (3) (2024).

51. Miller controlled Omerta, directly or indirectly, and did not act in good faith or knowingly induced, directly or indirectly, Omerta's acts in violation of the Act and Regulations. Therefore, pursuant to Section 13(b) of the Act, 7 U.S.C. § 13c(b), Miller is liable for Omerta's violations of 7 U.S.C. §§ 6c(a)(1) and (2), and 9(1), and 17 C.F.R. § 180.1(a)(1) and (3) (2024).

IV. PERMANENT INJUNCTION

IT IS HEREBY ORDERED THAT

52. Based upon and in connection with the foregoing conduct, pursuant to Section 6c of the Act, 7 U.S.C. § 13a-1, Defendants are permanently restrained, enjoined and prohibited from, directly or indirectly, in connection with any contract of sale of any commodity in interstate commerce, intentionally or recklessly: (1) using or employing, or attempting to use or employ, manipulative devices, schemes, or artifices to defraud; or (2) engaging, or attempting to engage, in acts, practices, or courses of business, which operate or would operate as a fraud or deceit upon any person, in violation of Section 6(c)(1) of the Act, 7 U.S.C. § 9(1), and Regulation 180.1(a)(1) and (3), 17 C.F.R. § 180.1(a)(1), (3) (2024).

53. Defendants are further permanently restrained, enjoined, and prohibited from directly or indirectly offering to enter into, entering into, or confirming the execution of any transaction involving the purchase or sale of any commodity for future delivery (or any option on such a transaction or option on a commodity) or swap that is, is of the character of, or is commonly known to the trade as, a fictitious sale; or is used to cause any price to be reported, registered, or recorded that is not a true and bona fide price, in violation of Section 4c(a)(1) and (2) of the Act, 7 U.S.C. § 6c(a)(1), (2).

54. Defendants shall be restrained, enjoined, and prohibited for a period of eighteen (18) months after the date of entry of this Consent Order, 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) (2024));

b. Entering into any transactions involving "commodity interests" (as that term is defined in Regulation 1.3, 17 C.F.R. § 1.3 (2024) as of the date of entry of this Consent Order and not as it may be amended or revised in the future), for Defendants' own personal account(s) or for any account in which Defendants have a direct or indirect interest;

c. Having any commodity interests traded on Defendants' behalf;

d. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, in any account involving commodity interests;

e. Soliciting, receiving, or accepting any funds from any person for the purpose of purchasing or selling any commodity interests;

f. Applying for registration or claiming exemption from registration with the Commission in any capacity, and engaging in any activity requiring such registration or exemption from registration with the Commission, except as provided for in Regulation 4.14(a)(9), 17 C.F.R. § 4.14(a)(9) (2024); and/or

g. Acting as a principal (as that term is defined in Regulation 3.1(a), 17 C.F.R. § 3.1(a) (2024)), 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 Commission except as provided for in Regulation 4.14(a)(9), 17 C.F.R. 4.14(a)(9) (2024).

55. Defendants shall be restrained, enjoined, and prohibited for a period of five (5) years after the date of entry of this Consent Order, from:

a. Directly or indirectly entering into any "block trade" transactions involving commodity interests under the rules of any board of trade, designated contract market, or registered entity for Defendants' own personal account(s) or for any account in which Defendant has a direct or indirect interest;

b. Having any commodity interests traded on Defendants' behalf as a "block trade" under the rules of any board of trade, designated contract market, or registered entity;

c. Controlling or directing the trading for or on behalf of any other person or entity, whether by power of attorney or otherwise, where that trading involves trades executed as a "block trade" under the rules of any board of trade, designated contract market, or registered entity, in any account involving commodity interests; and/or

d. Soliciting, receiving, or accepting any funds from any person for the purpose of entering into transactions involving commodity interests and executing those transactions as a "block trade" under the rules of any board of trade, designated contract market, or registered entity.

56. The CFTC shall not seek to ban Defendants from trading commodity interests in addition to the trading bans set forth in paragraphs 54 and 55 for any of the conduct alleged in the Amended Complaint by means of an administrative proceeding under Section 9(b) of the Act, 7 U.S.C. § 13(b) or any other provision of the Act.

V. DISGORGEMENT AND CIVIL MONETARY PENALTY

A. Disgorgement

57. Defendants shall pay, jointly and severally, disgorgement in the amount of one hundred and thirty-five thousand, seven hundred and eighty-eight dollars ($135,788) ("Disgorgement Obligation"), representing the gains received in connection with Defendants' violations.

58. In *United States v. Miller*, No. 4:21-cr-00570 (S.D. Tex. June 12, 2024) (Dkt. 62) (the "Criminal Action"), Miller agreed in his Plea Agreement – Second Addendum that he

personally obtained $135,788 from the criminal actions described in the factual basis of his original Plea Agreement in that proceeding (Dkt. 29). Miller further agreed to tender $135,788 to the United States Marshals Service and agreed to criminal forfeiture in the same amount. The amount Miller tendered pursuant to the Plea Agreement – Second Addendum shall be credited in satisfaction of the Disgorgement Obligation.

B. Civil Monetary Penalty

59. Defendants shall pay a civil monetary penalty in the amount of two hundred thousand dollars ($200,000) ("CMP Obligation"), payable in two installments of $100,000 each. Defendants shall pay the first $100,000 of the CMP Obligation within two business days of the date of entry of this Consent Order. Defendants shall pay the second $100,000 of the CMP Obligation within ninety (90) days of the date of entry of this Consent Order. If an installment of the CMP Obligation is not paid within each respective time period, then post-judgment interest shall accrue on the unpaid portion of the respective installment 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.

60. Defendants shall pay the 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-AMC-AR-CFTC@faa.gov

If payment by electronic funds transfer is chosen, Defendants shall contact the Federal Aviation Administration at the email 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 (unless otherwise directed in writing by the CFTC) the Chief Financial Officer, Commodity Futures Trading Commission, Three LaFayette Centre, 1155 21st Street, NW, Washington, D.C. 20581.

61. Partial Satisfaction: Acceptance by the CFTC of any partial payment of the Disgorgement Obligation or CMP Obligation shall not be deemed a waiver of Defendants' 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.

VI. MISCELLANEOUS PROVISIONS

62. To effect settlement of all charges in the Amended Complaint, the parties agree and the Court directs that Count III of the Amended Complaint be dismissed with prejudice.

63. Until such time as Defendants satisfy in full Defendants CMP Obligation 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
Office of the General Counsel
Commodity Futures Trading Commission
Three Lafayette Centre
1155 21st Street N.W.

Washington, DC 20581

64. Notice: All notices required to be given by any provision in this Consent Order shall be sent certified mail, return receipt requested, and by email, as follows:

Notice to the Commission:

Charles Marvine
Deputy Director, Division of Enforcement
Commodity Futures Trading Commission
2600 Grand Blvd., Ste. 210
Kansas City, MO 64108
cmarvine@cftc.gov

Notice to Defendants:

Peter Miller and Omerta Capital LLC
c/o Constantine John Gekas, Esq.
Gekas Law Ltd.
One South Dearborn Street – STE 2000
Chicago, IL 60603
cjg@gekaslaw.com

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

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

66. 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.

67. 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.

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

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

70. Injunctive and Equitable Relief Provisions: The injunctive and equitable relief provisions of this Consent Order shall be binding upon the following persons who receive actual notice of this Consent Order, by personal service or otherwise: (1) Defendants; (2) any officer, agent, servant, employee, or attorney of Defendants; and (3) any other persons who are in active concert or participation with any persons described in subsections (1) and (2) above.

71. Authority: Miller hereby warrants that he is the sole owner of Omerta, that this Consent Order has been duly authorized by Omerta, and that Miller is authorized to sign and submit this Consent Order on behalf of Omerta.

72. 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

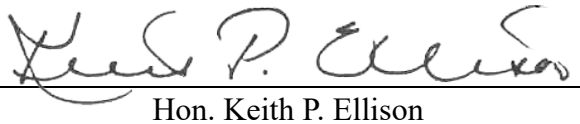
and delivered (by facsimile, e-mail, or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature to this Consent Order that is delivered by any means shall be deemed for all purposes as constituting good and valid execution and delivery by such party of this Consent Order.

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

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

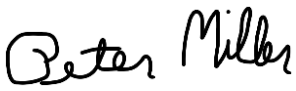
There being no just reason for delay, the Clerk of the Court is hereby ordered to enter this *Consent Order for Permanent Injunction and Other Statutory and Equitable Relief Against Defendants Peter Miller and Omerta Capital LLC and Order Dismissing Count III of the Amended Complaint*, forthwith and without further notice.

DONE AND ORDERED on this 22nd day of December, 2025.



Hon. Keith P. Ellison
United States District Judge

CONSENTED TO AND APPROVED BY:



Defendant Peter Miller, individually,
and on behalf of Defendant Omerta
Capital LLC
Date: 8-15-25

Approved as to form:



Constantine John Gekas
ATTORNEY-IN-CHARGE
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Southern District of Texas Bar No. 2799779
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Date: 8/15/25

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Date: 12/16/25