

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

Case No. 8:24-cv-1626-KKM-AAS

START CONNECTING LLC, d/b/a USA  
Student Debt Relief, a Florida limited  
liability company;

START CONNECTING SAS, d/b/a USA  
Student Debt Relief, a Colombia  
corporation;

DOUGLAS R. GOODMAN, individually  
and as an officer of START  
CONNECTING LLC;

DORIS E. GALLON-GOODMAN,  
individually and as an officer of START  
CONNECTING LLC; and

JUAN S. ROJAS, individually and as an  
officer of START CONNECTING LLC  
and START CONNECTING SAS,

Defendants.

---

**THE RECEIVER'S UNOPPOSED MOTION TO APPROVE  
AGREEMENTS REGARDING RECEIVERSHIP ENTITIES**

On July 11, 2024, the Court appointed Jared J. Perez as temporary receiver (the “**Receiver**”) over, in relevant part, (1) START CONNECTING LLC, d/b/a USA Student Debt Relief; and (2) START CONNECTING SAS,

d/b/a both USA Student Debt Relief and Start Connecting (collectively, the “**Receivership**” or “**Receivership Entities**”).<sup>1</sup> See Doc. 13 (the “**TRO**”). With the consent of all parties, the Receiver, through undersigned counsel, moves the Court to approve certain agreements regarding the defense of the Receivership Entities with respect to the FTC’s allegations in the enforcement action underlying the Receivership.

### **BACKGROUND**

Section XII.A. of the TRO directs and authorizes the Receiver to “[a]ssume full control of Receivership Entities by removing, as the Receiver deems necessary or advisable, any director, officer, independent contractor, employee, attorney, or agent of any Receivership Entity from control of, management of, or participation in the affairs of the Receivership Entity.” TRO § XII.A. (emphasis added). Similarly, Section XII.F. of the TRO directs and authorizes the Receiver to “choose, engage, and employ attorneys, accountants, appraisers, and other independent contractors and technical specialists, as the Receiver deems advisable or necessary in the performance of duties and responsibilities under the authority granted by this Order.” TRO § XII.F. (emphasis added). Finally, Section XII.M. of the TRO directs and authorizes

---

<sup>1</sup> The agreements described in this motion only apply to the Receivership Entities as corporate defendants – *i.e.*, Start Connecting LLC and Start Connecting SAS. They do not apply to any entities that have been or might subsequently be added to the Receivership through expansion pursuant to TRO Section XII.U.

the Receiver to “[i]nstitute, compromise, adjust, appear in, intervene in, defend, dispose of, or otherwise become party to any legal action in state, federal, or foreign courts or arbitration proceedings as the Receiver deems necessary and advisable to preserve or recover the Assets of the Receivership Entities, or to carry out the Receiver’s mandate under this Order, including actions challenging fraudulent or voidable transfers.” TRO § XII.M. Together, these and related provisions in the TRO afford the Receiver “full control” over the Receivership Entities, expressly including their legal affairs.

On July 22, 2024, several attorneys from Gunster, Yoakley & Stewart, P.A. (“**Gunster**”) entered appearances on behalf of both the individual defendants and the Receivership Entities. *See* Docs. 22-25. The Receiver, however, did not retain Gunster to defend the Receivership Entities against the FTC’s allegations in this enforcement action or for any other purpose. Instead, the individual defendants retained Gunster to defend their personal interests and their interests in the Receivership Entities. As discussed in more detail below, Gunster’s retention conflicts with the express language of the TRO and governing precedent. To resolve that conflict, the parties have made certain agreements with respect to the defense of the Receivership Entities and related issues like the attorney-client privilege, specifically:

1. Gunster may represent the individual defendants’ interests in the Receivership Entities by filing pleadings on behalf of the

Receivership Entities and otherwise defending them against the FTC's allegations in this enforcement action.

2. Gunster may not act as counsel for the Receivership Entities in any other capacity.
3. Gunster and the individual defendants are entitled to assert the attorney-client privilege and the work product doctrine with respect to the Receivership Entities only in connection with the defense of the FTC's allegations in this enforcement action and only in connection with matters arising on or after Gunster's retention by the individual defendants.
4. The Receiver will retain and hold the Receivership Entities' privileges and immunities, including the attorney-client privilege, for all other purposes.
5. Gunster is not entitled to costs, fees, or other compensation from the Receivership Entities, their estate, any assets derived, directly or indirectly, from their business activities, or any assets subject to the asset freeze imposed by this Court.
6. Any settlement of the FTC's allegations that affects the Receivership Entities' assets must be approved by the Receiver.
7. Aside from these limited exceptions regarding the adjudication of the FTC's allegations, the Receiver shall retain "full control" over the Receivership Entities in all other respects.

Through this motion, the parties seek the Court's approval of these agreements to avoid confusion and unintended outcomes like those present in some of the cases discussed below.<sup>2</sup>

---

<sup>2</sup> For the reasons outlined in the Unopposed Motion for Extension of Time to File Answer (Doc. 45), which Gunster filed on behalf of Start Connecting SAS and defendant Rojas, and in accordance with Local Rule 2.02(c), Gunster anticipates filing a motion to withdraw from representation of Start Connecting SAS. The parties agree that until the Court enters an order relieving Gunster as counsel, Gunster will maintain an attorney-client relationship with Start Connecting SAS and be allowed to represent it. None of the agreements set forth in this motion apply and otherwise transfer to any subsequent counsel for Start Connecting SAS. The Receiver  
(footnote cont'd)

## ARGUMENT

As mentioned above, the TRO affords the Receiver “full control” over the Receivership Entities, expressly including their legal affairs, but it also provides that “[t]he Receiver shall be solely the agent of this Court in acting as Receiver under this Order.” TRO § XI. This is consistent with federal receivership law. *See, e.g., S.E.C. v. Loving Spirit Found. Inc.*, 392 F.3d 486, 490 (D.C. Cir. 2004) (“Neither a plaintiff nor a defendant, the receiver functions as an arm of the court appointed to ensure that prevailing parties can and will obtain the relief it orders.”) (citation omitted); *S.E.C. v. N. Am. Clearing, Inc.*, 2015 WL 13389926, at \*3 (M.D. Fla. Jan. 12, 2015) (describing receiver as an officer of the court), *aff’d* 656 F. App’x 969 (11th Cir. 2016); *S.E.C. v. Nadel*, 2010 WL 146832, at \*1 (M.D. Fla. Jan. 11, 2010) (same).

Given this role and absent unusual circumstances, receivers typically do not defend receivership entities against substantive allegations made by plaintiff agencies in the enforcement actions underlying their appointments. This is rarely problematic because individual defendants often do not attempt to defend their entities for various financial and/or strategic reasons. In such circumstances, the entities are generally allowed to default, after which the receiver might choose to sign consent agreements with the relevant

---

will independently address the matters discussed herein with any substitute counsel for Start Connecting SAS at the appropriate time.

enforcement agency on behalf of the entities. *See, e.g., C.F.T.C. v. Oasis Intl. Group, Ltd. et al.*, Case No. 8:19-cv-886-T-33SPF (M.D. Fla.) (Doc. 790) (consent order for permanent injunction executed by receiver on behalf of receivership entity) (Covington, J.).

Where, as here, individual defendants desire to protect their interests in receivership entities, a tension arises between that desire and the pertinent receiver's "full control" over receivership entities, including their legal affairs and engagement of attorneys. *See C.F.T.C. v. Forefront Invs. Corp.*, 2007 WL 2155739, at \*2 (E.D. Va. July 25, 2007) (granting receiver's motion to withdraw motion to dismiss filed on behalf of receivership entity because "Forefront is in receivership and its [r]eceiver did not authorize Forefront either to file an [a]nswer or to move for dismissal").

The Eleventh Circuit addressed this issue in *S.E.C. v. Quest Energy Mgmt. Grp., Inc.*, 768 F.3d 1106, 1108 (11th Cir. 2014). The district court in that case expanded an existing receivership to include a new entity – *i.e.*, "Quest." The court also authorized the receiver to manage Quest's legal affairs and enjoined its former principals from taking any action on behalf of the company. *See id.* at 1107-08. The principals attempted to appeal the court's order, but they expressly did so on behalf of the company. The receiver "moved to dismiss the appeal for lack of jurisdiction on the ground that the officers lack

standing to appeal on behalf of the company.” *Id.* at 1107. The Eleventh Circuit granted the receiver’s motion:

Although our Court has never addressed whether former officers who are enjoined from taking any action on behalf of a company may appeal that injunction in the name of the company, we hold today that they cannot. When the district court expanded the receivership to include Quest, it forbade the Downeys from taking any action on behalf of Quest and instead vested the legal rights and interests of Quest in the receiver. Based on the plain language of that order, the Downeys lack standing to appeal in the name of Quest.

The Downeys argue that it would be “illogical” to prohibit them from appealing in the name of Quest because then only the receiver could appeal the grant of his own motion, but the Downeys misrepresent the receiver’s argument. The receiver does not contend that *only* he can appeal his appointment. He suggested in his briefing and at oral argument a host of other paths that the Downeys could have pursued that would have fallen short of violating the injunction. For example, the Downeys could have “moved the District Court for leave to ... appeal the Expansion Order in Quest’s name,” “ask[ed] for a ... stay for the purpose of appealing the decision,” “formally intervene[d],” or “appeal[ed] the Expansion Order in their individual capacities.”

*Id.* at 1109. As in Quest, the Receiver here does not take the position that (1) he cannot or will not defend the Receivership Entities against the FTC’s allegations but (2) the individual defendants also cannot protect their interests in the Receivership Entities by arranging for their defense. The Receiver does not intend to leave the Receivership Entities defenseless or force them to default. Instead, the parties have determined to follow an option endorsed by the Eleventh Circuit in *Quest* by moving this Court for leave to allow the

individual defendants and Gunster to provide a defense for the Receivership Entities pursuant to the narrow, limited agreements described above. Those agreements will allow the Receiver to maintain “full control” over the Receivership Entities to effectuate his mandate while also protecting the individual defendants’ interests and respecting due process.

### **CONCLUSION**

For the foregoing reasons, the parties move the Court to approve their agreements regarding the defense of this action and to clarify and/or modify the TRO accordingly and as appropriate.

### **LOCAL RULE 3.01(G) CERTIFICATION**

All parties agree to the relief requested in this motion.

Respectfully Submitted,

**s/ Matthew J. Mueller**

Matthew J. Mueller, FBN: 0047366  
FOGARTY MUELLER HARRIS, PLLC  
501 E. Kennedy Blvd.  
Suite 1030  
Tampa, Florida 33602  
Tel: 813-682-1730  
Fax: 813-682-1731  
Email: [matt@fmhlegal.com](mailto:matt@fmhlegal.com)

*Counsel for Receiver, Jared J. Perez*



**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on August 16, 2024, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which served all counsel of record.

**s/ Matthew J. Mueller**

Matthew J. Mueller, FBN: 0047366  
FOGARTY MUELLER HARRIS, PLLC  
501 E. Kennedy Blvd.  
Suite 1030  
Tampa, Florida 33602  
Tel: 813-682-1730  
Fax: 813-682-1731  
Email: [matt@fmhlegal.com](mailto:matt@fmhlegal.com)

*Counsel for Receiver, Jared J. Perez*