

**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.

**DEFENDANT START CONNECTING, LLC'S ANSWER AND DEFENSES TO
PLAINTIFF FEDERAL TRADE COMMISSION'S COMPLAINT FOR
PERMANENT INJUNCTION, MONETARY JUDGEMENT, AND OTHER
RELIEF**

Defendant Start Connecting, LLC (“Defendant”), by counsel, hereby submits this Answer and Defenses to the Complaint for Permanent Injunction, Monetary Judgement, and Other Relief (the “Complaint”) filed by Plaintiff Federal Trade

Commission (“FTC”) (Doc. 1), and responds to the correspondingly numbered paragraphs of the Complaint as follows:

1. Admitted that this action purports to be an action for violations of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the Telemarketing Sales Rule, 16 C.F.R. Part 310, and Section 521 of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6821. Admitted that the FTC seeks the relief alleged in this paragraph. Denied that Defendant is liable for the alleged violations. Denied that the FTC is entitled to the sought relief.

SUMMARY OF THE CASE¹

2. Denied.
3. Denied.
4. Denied.
5. Denied.

JURISDICTION AND VENUE

6. Admitted for jurisdictional purposes only.
7. Admitted for venue purposes only.

PLAINTIFF

8. Admitted that the FTC is an independent agency of the United States Government. The remainder of this Paragraph contains legal conclusions to which no response is required. Further, the FTC Act, 15 U.S.C. §§ 41–58, the Telemarketing Act, 15 U.S.C. §§ 6101–08, the Telemarketing Sales Rule, 16 C.F.R. Part 310, and Section

¹ Defendant does not admit to any of the headings used by Plaintiff. However, in an effort to synchronize the Answer with the Complaint, Defendant maintains the use of Plaintiff’s headings throughout.

521(a) of the Gramm-Leach-Bliley Act all speak for themselves, and Defendant refers the Court to those statutes and regulations. To the extent that a response is required, Defendant denies any characterizations of the statutes and regulations in this Paragraph.

DEFENDANTS

9. Admitted that Defendant is a Florida limited liability company that identifies the address of its principal place of business as 1412 Pine Bay Drive, Sarasota, Florida 34231, which is a home. Otherwise, denied.

10. Admitted that Start Connecting SAS is a Colombian corporation. Without sufficient knowledge as to the remaining allegations; therefore, denied.

11. Admitted that Douglas R. Goodman is the president of Start Connecting LLC, as well as a member. Admit that Douglas R. Goodman is a signatory on many of Start Connecting, LLC's bank and merchant processing accounts. Admit that Douglas R. Goodman initiated regular wire transfers to Start Connecting SAS, which his step-son, Juan Rojas, operated. Admitted that Douglas R. Goodman resides in this District and transacts or has transacted business in this District relating to Start Connecting, LLC. The allegation that Douglas R. Goodman "has formulated, directed, controlled, had the authority to control, or participated in the acts and practices" of Start Connecting LLC and Start Connecting SAS is a legal conclusion to which a response is not required. To the extent that a response is required, denied. Otherwise, denied.

12. Admitted that Doris Gallon-Goodman is a member of Start Connecting LLC. Admitted that Doris Gallon-Goodman resides in this District and transacts or has transacted business in this District. Without sufficient knowledge as to payment

processing application documents describing Doris Gallon-Goodman as holding a 20 percent ownership stake in Start Connecting LLC; therefore, denied. The allegation that Doris Gallon-Goodman “has formulated, directed, controlled, had the authority to control, or participated in the acts and practices” of Start Connecting LLC and Start Connecting SAS is a legal conclusion to which a response is not required. To the extent that a response is required, denied. Otherwise, denied.

13. Admit that Juan S. Rojas holds himself out as the chief executive officer of Start Connecting SAS. Without sufficient knowledge as to whether Douglas R. Goodman has described Start Connecting SAS as Start Connecting LLC’s Colombian “sister company”; therefore, denied. The allegation that Juan S. Rojas “has formulated, directed, controlled, had the authority to control, or participated in the acts or practices” of Start Connecting LLC and Start Connecting SAS is a legal conclusion to which a response is not required. To the extent a response is required, denied. Admitted that Juan S. Rojas transacts or has transacted business in this District and throughout the United States. Without sufficient knowledge as to whether Juan S. Rojas registered and paid for domain names associated with Start Connecting LLC and Start Connecting SAS, served as a customer point of contact for Start Connecting LLC’s merchant bank accounts, and personally responded to Better Business Bureau complaints on Start Connecting LLC’s behalf; therefore, denied. Otherwise, denied.

COMMON ENTERPRISE

14. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, denied.

COMMERCE

15. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, denied .

DEFENDANTS' BUSINESS ACTIVITIES

Background on Student Loan Repayments and Forgiveness Programs

16. Without sufficient knowledge; therefore, denied.
17. Without sufficient knowledge; therefore, denied.
18. Without sufficient knowledge; therefore, denied.
19. Without sufficient knowledge; therefore, denied.
20. Without sufficient knowledge; therefore, denied.

Defendants' Student Loan Debt Relief Scheme

21. Denied.
22. Without sufficient knowledge; therefore, denied.
23. Admitted that consumers are contacted, in part, by a call center in Colombia. Otherwise, without sufficient knowledge; therefore, denied.

a. Purported Government or Loan Servicer Affiliation

24. Admitted neither Defendant nor Start Connecting SAS are, and have never been, affiliated with the Education Department ("ED") or any ED-contracted loan servicer. Admitted that, often, consumers who are contacted have outstanding student loans. Admitted that consumers sometimes provide their address, email address, and

full or partial Social Security number. Otherwise, without sufficient knowledge; therefore, denied.

25. Without sufficient knowledge; therefore, denied.

26. Without sufficient knowledge as to the telemarketing calls and the alleged encouragement to visit www.usastudentdebtrelief.com; therefore denied. Without sufficient knowledge as to the content of the website and the Facebook and Instagram pages; therefore, denied. Figure 1 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, denied.

27. Figure 2 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, without sufficient knowledge; therefore, denied.

28. Without sufficient knowledge; therefore, denied.

29. Without sufficient knowledge; therefore, denied.

b. False Promise of Low Fixed Monthly Payment

30. Without sufficient knowledge; therefore, denied.

31. Without sufficient knowledge; therefore, denied.

32. Without sufficient knowledge; therefore, denied.

33. Without sufficient knowledge; therefore, denied.

c. Payment of Advance Fee as Prerequisite to Enrollment

34. Without sufficient knowledge; therefore, denied.

35. Without sufficient knowledge; therefore, denied.

36. Without sufficient knowledge as to the allegation pertaining to the collection of the fee upfront; therefore, denied. The form contract speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, denied.

37. Figure 3 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, denied.

38. Without sufficient knowledge; therefore, denied.

d. False Claim that Low Fixed Monthly Payments Are Applied to Loans

39. Denied as to the allegation about pocketing monthly payments along with advance fees and paying nothing towards consumers loans. Otherwise, without sufficient knowledge; therefore, denied.

40. Without sufficient knowledge as to the allegation about consumers not receiving bills from their loan services and not monitoring their loan balances; therefore, denied. Without sufficient knowledge as to the allegation about consumers paying hundreds of thousands of dollars over the years by mistakenly thinking their payments were being applied to their loans; therefore, denied. Otherwise, denied.

41. Without sufficient knowledge; therefore, denied.

42. Without sufficient knowledge; therefore, denied.

Defendants' Contracts

43. Admitted that consumers receive an English-language version of the contract. Otherwise, without sufficient knowledge; therefore, denied.

44. The contract speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, without sufficient knowledge; therefore, denied.

45. The contract speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, denied.

Defendants' Fake Reviews and Testimonials

46. Denied.

47. Figure 4 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, without sufficient knowledge; therefore, denied.

48. Figure 5 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Otherwise, without sufficient knowledge; therefore, denied.

49. Without sufficient knowledge; therefore, denied.

50. Without sufficient knowledge; therefore, denied.

Defendants' Unlawful Calls to Consumers on the National Do Not Call Registry

51. Without sufficient knowledge; therefore, denied.

52. Without sufficient knowledge; therefore, denied.

53. Without sufficient knowledge; therefore, denied.

54. Admitted that lawsuits have been filed by parties who allege to be on the National Do Not Call Registry. Otherwise, denied.

Scale and Impact of Defendants' Operation

55. Without sufficient knowledge as to the amount of upfront fees received by Defendant or Start Connecting, SAS, therefore denied. Without sufficient knowledge as to consumers in Puerto Rico receiving approximately 30 percent of telemarketing calls. Otherwise, denied.

56. Denied.

Ongoing Conduct

57. Admitted that, in or about November 2023, Douglas R. Goodman and Defendant entered a Consent Order with the California Department of Financial Protection and Innovation, and that, in or about December 2023, Defendant entered an Assurance of Discontinuance with the State of Minnesota. Otherwise, denied.

58. Figure 6 in this Paragraph speaks for itself, and Defendant denies the FTC's characterization of it. Without knowledge as to the allegation pertaining to the addition of the disclaimer on the website; therefore, denied. Otherwise, denied.

59. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, denied.

VIOLATIONS OF THE FTC ACT

60. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the FTC Act, which speaks for itself, and deny the allegations in this Paragraph to the extent they are inconsistent therewith.

61. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the FTC Act, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

62. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the FTC Act, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

Count I
Deceptive Student Loan Relief Representation

63. Without sufficient knowledge; therefore, denied.
- a. Without sufficient knowledge; therefore, denied.
 - b. Without sufficient knowledge; therefore, denied.
 - c. Without sufficient knowledge; therefore, denied.
 - d. Without sufficient knowledge; therefore, denied.

64. Denied.

65. Denied.

Count II
False or Misleading Endorsements

66. Without sufficient knowledge; therefore, denied.

67. Without sufficient knowledge; therefore, denied.

68. Denied.

Count III
Unfairly Providing Consumers Contracts in a Language in which Consumers Are
Not Fluent

69. Admitted that consumers receive an English-language version of the contract. Otherwise, without sufficient knowledge; therefore, denied .

70. Denied.

71. Denied.

VIOLATIONS OF THE TELEMARKETING SALES RULE

72. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the Telemarketing Act and the Telemarketing Sales Rule, which speak for themselves, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

73. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the Telemarketing Sales Rule, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

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81. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the Telemarketing Sales Rule, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

82. Without sufficient knowledge; therefore, denied.

83. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the Telemarketing Act, the FTC Act, and the Telemarketing Sales Rule, all of which speak for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

Count IV
Advance Fee for Debt Relief Services

84. Without sufficient knowledge; therefore, denied.

a. Without sufficient knowledge; therefore, denied.

b. Without sufficient knowledge; therefore, denied.

85. Denied.

Count V
Misrepresentation of Affiliation

86. Without sufficient knowledge; therefore, denied.

87. Denied.

Count VI
Material Debt Relief Misrepresentation

88. Without sufficient knowledge; therefore, denied.

- a. Without sufficient knowledge; therefore, denied.
- b. Without sufficient knowledge; therefore, denied.
- c. Without sufficient knowledge; therefore, denied.

89. Denied.

Count VII
Calls in Violation of the National Do Not Call Registry

90. Without sufficient knowledge; therefore, denied.

91. Denied.

Count VIII
Failure to Pay Required Fee for Access to National Do Not Call Registry

92. Without sufficient knowledge; therefore, denied.

93. Denied.

VIOLATIONS OF THE GRAMM-LEACH BLILEY ACT

94. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the GLB Act, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

95. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the GLB Act, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

96. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the

GLB Act, which speaks for itself, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

97. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the FDCPA, the FTC Act, and the GLB Act, all of which speak for themselves, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

98. This Paragraph contains legal conclusions to which no response is required. To the extent that a response is required, Defendant refers the Court to the FTC Act and the GLB Act, both of which speak for themselves, and denies the allegations in this Paragraph to the extent they are inconsistent therewith.

Count IX
Use of False Statements to Obtain Customer Information

99. Without sufficient knowledge; therefore, denied.

100. Without sufficient knowledge; therefore, denied.

a. Without sufficient knowledge; therefore, denied.

b. Without sufficient knowledge; therefore, denied.

c. Without sufficient knowledge; therefore, denied.

d. Without sufficient knowledge; therefore, denied.

101. Denied.

102. Denied.

CONSUMER INJURY

103. Denied.

PRAYER FOR RELIEF

Denied that the FTC is entitled to the relief requested in subparagraphs (A) through (D) or any relief whatsoever.

GENERAL DENIAL

Except as otherwise expressly stated herein, Defendant denies each and every allegation set forth in the Complaint, including, without limitation, any allegations contained in the headings, subheadings, unnumbered paragraphs, and footnotes of the Complaint. Defendant denies the alleged violations in the Complaint, denies liability, and denies that the FTC is entitled to any relief whatsoever. Defendant reserves the right to supplement or amend this Answer as may be necessary or appropriate.

DEFENDANT'S DEFENSES

Without assuming any burden of proof that it would not otherwise bear, Defendant asserts the following affirmative and other defenses. In listing the defenses below, Defendant does not knowingly or intentionally waive any defenses. Defendant also reserves the right to rely on any affirmative or other defense or claim that may subsequently come to light, and expressly reserves the right to amend her Answer to assert such additional defenses or claims.

FIRST DEFENSE

The Complaint fails to state a claim on which relief can be granted.

SECOND DEFENSE

The Complaint fails to allege facts sufficient to establish a common enterprise.

THIRD DEFENSE

Defendant did not have sufficient knowledge or did not engage in conduct sufficient to hold it jointly and severally liable with any other co-defendants.

FOURTH DEFENSE

At all times, customers were fully advised of the services to be provided, including through the contracts they signed and agreed to.

FIFTH DEFENSE

The FTC lacks standing to bring suit on behalf of, or seek recovery for, those student debt forgiveness seekers who were successfully placed in a loan forgiveness program and/or obtained loan forgiveness or remediation.

SIXTH DEFENSE

Any alleged liability of any Defendant should be offset by any decrease in student loan payments the student loan holders received as a result of their alleged engagement with the Defendants.

SEVENTH DEFENSE

Customers received the benefit of their bargain, specifically assistance and advice regarding student loan payments and subsequent reductions in student loan obligations.

EIGHTH DEFENSE

Defendant did not misrepresent any alleged affiliation with the Department of Education to anyone, including student loan holders.

NINTH DEFENSE

The terms of the contract between USA Student Debt Relief and customers limits the Defendants' liability in so far as the contract clearly states that "no refunds will be given after Company has provided DOE paperwork to Client by mail or electronic delivery, or if Client fails to continue the process after the signing of [the contract]."

TENTH DEFENSE

The FTC fails to state a cause of action because the FTC fails to establish that, pursuant to the terms of the contracts between USA Student Debt Relief and customers, that student loan debt forgiveness seekers cancelled their contracts within 30 business days of entering them. Absent such a cancellation, the contract limits any potential refund to which a customer might be entitled.

ELEVENTH DEFENSE

Pursuant to the terms of the contracts between USA Student Debt Relief and customers, customers acknowledged and understood that USA Student Debt Relief made no warranty, express or implied, as to the fitness of any recommendation it may make. Moreover, customers "unconditionally waive[d] any right of action against Company, its officers, directors, employees, agents, brokers, and assigns, at law, equity or any other cause of action for any reason, directly, indirectly, or proximately believed to arise out of" the Agreement, for any damages of any nature whatsoever that Client may incur." As a result, the FTC, to the extent it steps in the shoes of student debt forgiveness seekers, has waived all rights to pursue Defendant.

Date: March 11, 2025.

Respectfully submitted,

/s/ Matthieu Goddeyne

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Attorneys for Defendant Start Connecting LLC

CERTIFICATE OF SERVICE

I certify that on March 11, 2025, the foregoing was electronically filed with the Clerk of the Court by using the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ Matthieu Goddeyne

Matthieu Goddeyne