

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

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

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.

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

**PLAINTIFF'S FIRST AMENDED NOTICE OF RELATED ACTION**

In accordance with Local Rule 1.07(c) and the Case Initiation Order, *see* (Doc. 11 at 1, 5), I certify that there is now a related pending civil case in the Pinellas County Small Claims Court filed on April 3, 2025, by Hamlet Garcia,

Jr., who is proceeding *pro se* against the Court-appointed Receiver, Jared J. Perez. *See Garcia v. Perez*, Case No. 25-003322-SC (Fla. Pinellas Cty. Ct. filed Apr. 3, 2025); *see also* Small Claims Case Docket Sheet (attached as Exhibit 1).

Mr. Garcia’s small claims lawsuit alleges that the Receiver defamed Mr. Garcia through a post on the Receivership website warning consumers about “communications from companies called Student Solution Service, Student National Services, National Debt Solutions, LLC, Student Relief AID Corp., and/or Student Relief AID” that may have been attempting to continue the student loan debt relief scam enjoined by this Court. Small Claims Initial Filing at 5 (attached as Exhibit 2). The Receivership’s website was established under Sections XII.K and XII.V of the Temporary Restraining Order, *see* (Doc. 13 at 28, 30–31) (authorizing the Receiver to “protect the interests of consumers” and create online content “for consumer education and/or informational purposes”), and the Receiver previously reported to the Court about how Defendant Rojas and individuals working in Defendants’ Colombia-based call center may have reconstituted the scam using an “amalgamation” operating under the name “Student Solution Service,” (Doc. 151 at 12). Because Mr. Garcia’s small claims filing seeks to challenge actions taken by the Receiver pursuant to his appointment by the Court in this case, *see* (Docs. 13, 69, 78), the lawsuit is related to this case under Local

Rule 1.07(c). *Cf. Prop. Mgmt. & Inv., Inc. v. Lewis*, 752 F.2d 599, 603 (11th Cir. 1985) (affirming a receiver’s judicial immunity for “alleged defamatory reports released to the media” because those activities were not “*prima facie* beyond the scope” of the receiver’s “official function” under “the orders of the appointing judge”).

Mr. Garcia’s *pro se* small claims action is also related to this case because it appears to violate multiple orders issued by this Court. Over the past several months, Mr. Garcia made multiple, unsuccessful attempts to intervene in this action. *See* (Doc. 126) (reported at 2025 WL 359246 (M.D. Fla. Jan. 31, 2025)). In light of his “persistent and willful disregard for multiple court orders and harassment of court staff,” the Court subsequently barred him from “filing any submissions in this case unless signed by a member of the Florida bar who is in good standing and eligible to practice before courts in the Middle District of Florida,” (Doc. 156 at 3) (reported at 2025 WL 676912 (M.D. Fla. Mar. 3, 2025)). His *pro se* small claims lawsuit serves as a potential end-run around the Court’s filing bar in attempting to find another way to continue harassing the Receiver for actions taken pursuant to the Court’s appointment in this case.

Additionally, the small claims lawsuit seems to violate multiple provisions of the preliminary injunction orders appointing the Receiver, including Section XVII.B, which prohibits the commencement of actions

against any receivership entity, *see* (Doc. 69 at 35); (Doc. 78 at 36); *see generally* *Barton v. Barbour*, 104 U.S. 126, 128 (1881) (“It is a general rule that before suit is brought against a receiver leave of the court by which he was appointed must be obtained.”), and Section XVI.A, which prohibits interference with the Receiver’s efforts to manage the receivership, *see* (Doc. 69 at 34); (Doc. 78 at 35). Mr. Garcia is unquestionably bound by the preliminary injunction orders because he has acted in concert with the Colombia-based Defendants, *see* (Doc. 126 at 2) (noting Mr. Garcia’s affiliation with “an organization that was the architect of Defendants’ consumer strategy”) (internal quotation marks omitted); *see also* (Doc. 120-4 at ¶ 3) (Mr. Garcia averring that he served “as a strategic marketer for [Defendant] Start Connecting SAS”), and acknowledged receiving actual notice of the preliminary injunction orders, *see* Email from Hamlet Garcia, Jr. to Nathan Nash (Nov. 27, 2024, 13:19 CST) (attached as Exhibit 3). *See generally* Fed. R. Civ. P. 65(d)(2). Additionally, time and money spent by the Receiver defending against Mr. Garcia’s facially improper lawsuit will drain the receivership of assets meant to be used to redress consumers harmed by Defendants’ scam. *See* (Doc. 174 at 4); *see also* *FTC v. Simple Health Plans LLC*, 58 F.4th 1322, 1329 (11th Cir. 2023) (receivers are appointed “to ‘preserve and protect’ property at issue pending its final disposition”) (quoting *Gordon v. Washington*, 295 U.S. 30, 37 (1935)).

Because it violates multiple provisions of this Court’s injunctions, this Court may enjoin Mr. Garcia’s small claims lawsuit under the All Writs Act, 28 U.S.C. § 1651, which allows federal courts to enjoin a state court proceeding where “necessary to protect an earlier federal court injunction.” *Burr & Forman v. Blair*, 470 F.3d 1019, 1029 (11th Cir. 2006) (construing 28 U.S.C. §§ 1651 and 2283). The undersigned counsel understands that the Receiver may soon file a motion in this Court seeking appropriate relief related to Mr. Garcia’s small claims filing under the Court’s preliminary injunction orders and applicable receivership law.

Respectfully submitted,

Dated: April 4, 2025

/s/ Nathan H. Nash  
Nathan Nash  
D’Laney Gielow  
Federal Trade Commission  
Midwest Region  
230 S. Dearborn, Suite 3030  
Chicago, Illinois 60604  
Phone: (312) 960-5624  
E-mail: nnash@ftc.gov  
dgielow@ftc.gov

Attorneys for Plaintiff  
FEDERAL TRADE COMMISSION

**CERTIFICATE OF SERVICE**

I certify that, on or about April 4, 2025, I filed this notice using the Court's electronic filing system, which will deliver a copy of this filing to all counsel of record. I further certify that I am causing a copy of this notice to be sent via email to the following *pro se* defaulted Defendant:

Juan S. Rojas  
[jayrojas423@gmail.com](mailto:jayrojas423@gmail.com)  
Calle 16 N # 6N-21  
Oficina (401)  
Cali, VC 760045  
Colombia

/s/ Nathan H. Nash  
Attorney for Plaintiff FTC

# EXHIBIT 1

Small Claims Case Docket Sheet as of  
April 4, 2025

*Garcia v. Perez*, Case No. 25-003322-SC

# REGISTER OF ACTIONS

CASE No. 25-003322-SC



Order Documents! [Click Here!](#)

Request Now! Including Certified!

HAMLET GARCIA, JR Vs. JARED J PEREZ

§  
§  
§  
§  
§  
§  
§  
§

Case Type: **SMALL CLAIMS 4 \$2,501 - \$5,000**  
Date Filed: **04/03/2025**  
Location: **North**  
Judicial Officer: **SMALL CLAIMS JUDGE, NORTH**  
UNIFORM CASE NUMBER: **522025SC003322XXSCSC**

## PARTY INFORMATION

Attorneys

**DEFENDANT PEREZ, JARED J**  
301 DRUID RD W  
CLEARWATER, FL 33756

**PLAINTIFF GARCIA, HAMLET, JR**  
101 E ONLEY AVE GENERAL DELIVERY  
UNIT 330  
PHILADELPHIA, PA 19120

## EVENTS & ORDERS OF THE COURT

### OTHER EVENTS AND HEARINGS

- 05/06/2025 **SMALL CLAIMS PRE-TRIAL** (10:00 AM) (Judicial Officer SMALL CLAIMS JUDGE, NORTH)
- 04/03/2025 **CIVIL COVER SHEET - E-FILED** Doc # 1
- 04/03/2025 **STATEMENT OF CLAIM** Doc # 2
- 04/03/2025 **EXHIBIT** Doc # 3  
*A STUDENT SOLUTION SERVICE WARNING ANNOUNCEMENT*
- 04/03/2025 **EXHIBIT** Doc # 4  
*B EMAIL TO PLAINTIFF*
- 04/03/2025 **EXHIBIT** Doc # 5  
*C LETTER TO DEFENDANT*
- 04/03/2025 **EXHIBIT** Doc # 6  
*D COMPLIANCE MEASURES*
- 04/03/2025 **NOTICE OF FILING** Doc # 7  
*DECLARATION OF HAMLET GARCIA II*
- 04/03/2025 **APPLICATION FOR INDIGENT STATUS APPROVED** Doc # 8  
Party: GARCIA, HAMLET, JR



# EXHIBIT 2

Small Claims Case Initial Filings  
*Garcia v. Perez*, Case No. 25-003322-SC

Ref. \_\_\_\_\_

---

---

**at: County Court - Pinellas County  
Florida - Small Claims Division**

PINELLAS COUNTY COURTHOUSE

315 Court St #114, Clearwater, FL 33756

---

***i:* Hamlet [Garcia Jr.]**

**Claimant//△;**

**-[against]-**

**Jared J. Perez**

**Wrongdoer/π.**

Pending at: Pinellas County,  
Florida Small Claims Division  
Depository Case No. \_\_\_\_\_

---

**[STATEMENT OF] CLAIM**

---

***i:* man; Hamlet [Garcia Jr.]  
Lex Scriptor [ID: LEX-333]  
101 E Olney Ave Unit 330  
Philadelphia, P.A. - 19120  
E: HamletGarciaJr@gmail.com**

**Central Office of Reform and Efficiency  
[Lex] Document Preparer / Scriber  
101 E Olney Ave Unit 330  
Philadelphia, P.A. - 19120  
Phone: (856) 438-0010**

*Garcia v. Perez*

No. \_\_\_\_\_

**[STATEMENT OF] CLAIM**

i: a man; claimant, Hamlet Garcia II, 101 E Olney Ave, General Delivery Unit 330, Philadelphia, PA 19120, 856-438-0010, sues Wrongdoer, Jared J. Perez, 301 Druid Rd W, Clearwater, FL 33756, and present claim(s):

- this is an action for damages not exceeding \$8,000 per Fla. SCR 7.010(b);
- said wrongdoer Jared committed defamation (see enclosed evidence);
- the wrong comes by way of false statement;
- the wrong did and does cause harm and/or injury to i: [a] man;
- the commencement of wrong and harm began on or about November 5, 2024;
- the harm continues to this day, April 3, 2025;
- i, require compensation for the initial defamation upon i: [a] man

WHEREFORE, Claimant demands compensation based upon what the court deems just and fair; [and/or \$5,000]

Filed & Duly Entered This 3rd day of April, 2025;

s/ Hamlet Garcia II

*man*

Attachments: - Exhibit A: Libel Statement (November 5, 2024) - Ex. B: Consumer Engagement Email (Jan. 27th, 2025) - Ex. C: Compliance Letter (July 23, 2024) - Ex. D: Notice To Retract Statement (December 22, 2024) - Declaration of Harm



**The Catalyst Accord**  
**Central Office of Reform and Efficiency**  
Philadelphia, P.A. 19120



# **Exhibit Cover Page**

## **Defamatory Statement & Injury Record: Prima Facie Evidence of Defamation**

Re: Unlawful Publication – False & Harmful Assertions in the  
Matter of Hamlet Garcia II v Jared J. Perez (S. Cl, Fla. 2025)

**EXHIBIT NUMBER A**



# Student Solution Service Warning Announcement

November 5, 2024 / in Announcements

## **WARNING: New Scams Targeting USA Student Debt Relief Customers**

The Receiver and his professionals have recently learned that some of the same individuals who perpetrated the USA Student Debt Relief scam are still targeting customers and prospective customers for illegal, misleading, and unnecessary “services” using new corporate names. **Beware any communications from companies called Student Solution Service, Student National Services, National Debt Solutions, LLC, Student Relief AID Corp., and/or Student Relief AID.**

The Receiver and his professionals believe that individuals associated with these companies are working with former telemarketers for USA Student Debt Relief based in Cali, Colombia. They have already contacted dozens of customers or prospective customers of USA Student Debt Relief, using some of the same documents and marketing pitches underlying that scam. Do not rely on any representations from these companies.

**In fact, you do not need to pay ANY company to obtain student loan debt relief for which you might qualify.** The United States government makes these programs and applications FREE to consumers. Please carefully review the information in the articles listed below and work with your student loan servicer. Consumers who do not know their loan servicer can find this information by logging in to their account on [studentaid.gov](http://studentaid.gov).

- [How To Avoid Student Loan Forgiveness Scams](#)
- [Student Loan Borrowers: Take Actions to Protect Yourself from Student Loan Forgiveness and Debt Relief Scams!](#)
- [Protect Yourself from Student Loan Debt Relief Scams](#)

If you have been solicited by any of these companies, please contact the Receiver at [Contact@USASDR-Receivership.com](mailto:Contact@USASDR-Receivership.com). Please also report the contact through the Federal Trade Commission’s fraud website.

## LATEST ANNOUNCEMENTS



**Receiver's Second Interim Report**  
March 13, 2025 - 11:08 AM



**Student Solution Service Warning Announcement**  
November 5, 2024 - 3:27 PM



**How to Avoid Student Loan Forgiveness Scams**  
August 23, 2024 - 2:48 PM



**Protect Yourself from Cyber Scammers and Identity Thieves!**  
August 23, 2024 - 1:04 PM



**Student Loan Borrowers: Take Actions to Protect Yourself from Student Loan Forgiveness and Debt Relief Scams!**  
August 23, 2024 - 11:58 AM

## CATEGORIES

- Announcements
- Receiver Reports



**The Catalyst Accord**  
**Central Office of Reform and Efficiency**  
Philadelphia, P.A. 19120



# **Exhibit Cover Page**

## **Verifiable Business Engagement: Refuting Defamatory Allegations**

Re: Lawful Operations – Evidence of Compliance & Activity in the  
Matter of Hamlet Garcia II v Jared J. Perez (S. Cl, Fla. 2025)

**EXHIBIT NUMBER B**

# Student Solution Program



Student Solutions <edu@studentsolutionser... Sat, Jan 27, 2024, 1:12 AM to me



# STUDENT LOAN AWARENESS

Student loan scams can have dire consequences, including financial loss and the compromise of personal information. Beware of these schemes that prey on individuals seeking relief.

[LEARN MORE](#)

## What To Know

Beware of the dangers associated with student loan scams, which include potential financial devastation and the exposure of sensitive personal information to fraudulent entities. These scams exploit the urgency of borrowers seeking relief and can lead to long-lasting negative consequences.



SECURE YOUR IDENTITY



CHOOSE STRONG PASSWORD



VISIT ONLY TRUSTED WEBSITES



AVOIDING PHISHING AND SPAM EMAILS

## Secure Your Data Through Increased Awareness

Don't miss this chance to arm yourself with knowledge and stay ahead of scams. Visit our website or contact us to get started.



Identity



Financial



Passwords



Money

## Unlock Insider Secrets: Outsmart Student Loan Scams

Use our DIY guide to achieve student loan debt relief through forgiveness programs. Gain essential knowledge to save money and find peace of mind. Secure your access today to outsmart scammers!



LIVE CHAT & CUSTOMER SUPPORT AVAILABLE



PROTECT ALL IDENTITY & PERSONAL INFO

**SIGN UP TODAY**

[MEMBERS ONLY](#)

[Unsubscribe](#) | [Change Email Preference](#)



We are contacting you to notify you of a potential security issue with your student loan account. Our monitoring has detected some unusual activities which suggest a possible security concern, raising the possibility of your account being targeted by a student loan scam.

### Immediate Actions:

- **Check Your Account:** Log in to your account to verify your recent activities and personal details.
- **Report Unusual Findings:** If something doesn't look right, please contact us directly at [Your Contact Number] or [Your Email Address].
- **Remain Alert:** Be cautious of unexpected requests for your personal or financial information.

**We're Here to Support:** Your account safety is our top priority. If you have any questions or need assistance, our team is ready to help.

Best regards,

**Student Loan Watcher**

[LEARN MORE](#)





3635

# PROTECT YOURSELF FROM STUDENT LOAN SCAMS



Learn the warning signs at  
**My.StudentConnections.com**

Discover the Secrets Student Loan  
Scammers Hope You'll Never Learn

LEARN MORE

CALL NOW

[Unsubscribe](#) | [Change Email Preference](#)

Dear Andrew,

Exciting news! We've launched a groundbreaking website packed with insights that student loan scammers desperately want to keep hidden. And guess what? We're offering you exclusive access. For a one-time cost of just \$99, you can unlock:

- **Expert Knowledge:** Learn the strategies and tactics scammers use, so you can stay steps ahead.
- **Protective Measures:** Understand how to safeguard yourself from common scams.
- **Money-Saving Tips:** Get informed on how to manage your student loans effectively without falling prey to frauds

This is your chance to gain crucial knowledge that could save you not just money, but also peace of mind. Secure your access today and outsmart the scammers!

To get started, simply visit our website or contact us for more details.

Best regards,

**Student Loan Watcher**

P.S. Knowledge is power, especially when it comes to protecting your finances. Don't miss out on this exclusive offer!

[LEARN MORE](#)

[Unsubscribe](#) | [Change Email Preference](#)



**The Catalyst Accord**  
**Central Office of Reform and Efficiency**  
Philadelphia, P.A. 19120



# **Exhibit Cover Page**

## **Formal Warning & Notice of Lawful Violations: Failure to Remedy**

Re: Demand for Retraction – Pre-Suit Notice in the Matter  
of Hamlet Garcia II v Jared J. Perez (S. Cl, Fla. 2025)

**EXHIBIT NUMBER C**



101 E Olney Ave - Unit 330  
Philadelphia, PA 19120  
HamletGarciaJr@gmail.com

**December 22, 2024**

Jared J. Perez  
acting; *Receiver*  
301 Druid Rd  
W Clearwater, FL

Re: *Request for Revision of Language on Receivership Website*

Dear Mr. Perez:

On behalf of Student Solution Services, I write in response to the recent statements made on the USA Student Debt Relief Receivership website regarding the ongoing management of Start Connecting.<sup>1</sup> Your assertions, as articulated on the website, states, *inter alia*, that:

*[y]ou; Jared Joseph Perez, a man who; at times acts in the capacity of 'Receiver' for; 'USA Student Debt Relief.' claim, through reasoned belief, that 'Student Solution Services' offer 'illegal, misleading, and unnecessary 'services'.*<sup>2</sup>

The language on the USA Student Debt Relief Receivership website, prejudices the case and violates fundamental legal principles. Statements like “[d]efendants have made material misrepresentations” and the directive to “not rely on representations made by USA Student Debt Relief” prematurely imply guilt, undermining the presumption of innocence and due process.

This premature characterization contradicts the procedural status of the case and risks reputational harm. I respectfully request that you promptly revise the language to reflect that these allegations are unproven and to ensure fairness, impartiality, and adherence to due process principles.

I expect a response by December 31st, 2024 to confirm corrective action.<sup>3</sup>

Sincerely,

*Hamlet Garcia Jr.*

**Student Solution Service**



<sup>1</sup> Cf. Perez, USSDR Receivership, 'Student Solution Service Warning Announcement' (Nov, 5, 2024) <[www.usastudentdebtreliereceivership.com/student-solution-service-warning-announcement](http://www.usastudentdebtreliereceivership.com/student-solution-service-warning-announcement)>

<sup>2</sup> ...if you no longer hold this belief, please inform us of the error.

<sup>3</sup> Failure to address this will compel us to seek legal remedies for defamation under 15 U.S.C. § 1125 (Lanham Act) and related claims.





**The Catalyst Accord**  
**Central Office of Reform and Efficiency**  
Philadelphia, P.A. 19120



# **Exhibit Cover Page**

## **Formal Advisory on Lawful Business Operations**

Re: Official Notice of Business Compliance & Transition  
of Hamlet Garcia II Role in USDR [Start Conencting LLC]

**EXHIBIT NUMBER D**

Jared J. Perez, Receiver  
USA Student Debt Relief  
P.O .Box 60  
Clearwater, FL 33757  
Contact@USASDR-Receivership.com

Hamlet Garcia Jr.  
General Delivery  
Olney Retail Post Office  
101 E Olney Ave, Unit 330  
Philadelphia, PA 19120

**Re: Enhanced Business Model Implementation and Compliance Measures**

Dear Mr. Perez

The Federal Trade Commission’s role in protecting consumers is acknowledged. Following your recent correspondence regarding our practices, a comprehensive review has been conducted. Measures have been implemented to ensure full compliance with 15 U.S.C. § 45(a)(1), along with other applicable regulatory codes, to improve service standards.

**Proposed Business Model Adjustments**

- ❖ **1. Educational Platform Transition:** The platform operates on a monthly subscription model, providing clients with premium educational content, DIY guides, support, account monitoring, and guidance, ensuring transparency in service fees. *Satisfying* 15 U.S.C. § 45(n);
- ❖ **2. FSA Login Remote Viewing:** Remote desktop access will allow clients to control their accounts while receiving support, preventing direct handling of credentials by representatives. *Addressing* 15 U.S.C. § 45(a)(4);
- ❖ **3. Quality Control & Training:** [M]easures have been strengthened, including rigorous representative training to prevent misrepresentation and routine audits to ensure accuracy and compliance. *Abiding by* 16 C.F.R. § 310.3(a)(1);
- ❖ **4. Communication and Documentation:** Marketing materials and service agreements will be updated for clarity. Clients must confirm understanding of service terms and fees, and the company will explicitly state its lack of affiliation with the Department of Education. *Fulfilling* 15 U.S.C. § 45(a)(1);

- ❖ **5. Refund & Cancellation Policies:** Refund and cancellation processes are streamlined for efficiency and client satisfaction, with prompt issue resolution ensured. *Resolving* 15 U.S.C. § 45(k);
- ❖ **6. Spanish Contracts and Documentation:** Contracts and documentation will be available in Spanish, ensuring full understanding for non-English speaking clients. *Conforming to* 15 U.S.C. § 45(c);
- ❖ **7. Limited Power of Attorney and Compliance:** Terms for the limited power of attorney have been revised to ensure compliance with legal standards, addressing FTC concerns directly. *Following* 15 U.S.C. § 45(l);
- ❖ **8. Marketing & Social Media Adjustments:** Marketing and social media practices are being updated to ensure compliance with best practices. Involvement in the messaging framework occurred collaboratively with team members, while content and deployment were managed by others. The department overseeing this function was dissolved in early Nov. 2023, with resources reallocated to Google Ads and compliance-driven strategies. *Meeting* 16 C.F.R. § 310.4(a)(1)(i);

**Detailed Business Plan:** For a complete understanding of the implemented changes, refer to the attached business plan, outlining corrective actions and compliance measures to ensure full compliance with *Id.* § 45(n);

**Conclusion:** Feedback is appreciated, and the commitment to ensuring compliance is maintained. These changes will address all concerns and improve service quality. Should additional recommendations or information be required, dialogue and guidance are welcomed.

Respectfully,

*Hamlet Garcia Jr*

Marketing & Compliance Lead



**Hamlet Garcia II**101 E Olney Ave - Unit 330  
Philadelphia, PA 19120  
HamletGarciaJr@gmail.com**December 23, 2024**Jared J. Perez  
acting; *Receiver*  
301 Druid Rd W  
Clearwater, FLRe: *In the Matter of Federal Trade Commission v. Start Connecting  
LLC, et al., Case No. 8:24-cv-1626-KKM-AAS (M.D. Fla.)*

Dear Mr. Perez:

As a creditor and stakeholder, I am writing to express serious concerns regarding the ongoing actions and omissions by you; the Receiver; in the FTC v. Start Connecting matter. The actions of the Receiver have disrupted lawful business practices and may soon necessitate court intervention to protect the interests of those involved.

I urge you to address these matters promptly to avoid further escalation. The enclosed document outlines my proposed transition steps for payment processing compliance and related actions under the current legal framework. Please review the details and provide confirmation of any required steps to ensure adherence to regulatory standards.

Thank you for your attention to this critical issue.

Sincerely,

*Hamlet Garcia II.*proprietor  
EDUWatcher

Enclosure: Payment Processing Compliance Review

## Overview

**Objective:** To ensure a seamless and legally compliant transition of client payments to a new merchant account, fully aligned with FTC regulations amidst the ongoing FTC investigation.

---

## Compliance Steps

1. **Update Terms of Service:** Conduct a thorough revision of the Terms of Service to reflect the new payment processing arrangements. These revised terms must be clearly published and accessible to all clients.
  2. **Client Notification:** Distribute formal email or written notices to clients outlining the changes. This communication should clearly explain the updates and request formal acknowledgment from each client.
  3. **Implied Consent:** Clients who continue to use the service for 30 days following receipt of the notice will be deemed to have accepted the revised Terms of Service, with a clear opt-out process provided.
- 

## Addressing Non-Responses

1. **Follow-Up:** Implement a structured follow-up strategy to remind clients who have not responded. This should include additional communications at regular intervals.
  2. **Alternative Methods:** Use all available methods to reach clients, including phone calls, postal mail, and secure messaging, to ensure broad coverage.
  3. **Documentation:** Maintain detailed records of all communication attempts, including dates, methods, and responses, for compliance verification.
- 

## Legal Context and Case References

1. **FTC Investigation Status:** The FTC has initiated an asset freeze to prevent deceptive marketing practices. No cease-and-desist order has been issued at this time.
  - **Sealed Order:** "The court's order grants the FTC's motion for a Temporary Restraining Order (TRO) and asset freeze to prevent ongoing deceptive marketing practices" (Sealed Order Granting Motion for TRO, Page 2).

- **FTC Complaint:** "The FTC's complaint details allegations of deceptive practices but does not include a cease-and-desist order" (FTC's Motion to Seal, Page 1).

## 2. Relevant Case Studies:

- **FTC v. Credit Repair Cloud, LLC (2019):** The FTC mandated cessation of deceptive practices but allowed continued operation under revised, transparent terms.
- **FTC Rule on Credit Repair Organizations (16 CFR Part 310):** Requires clear and honest communication about services and charges, with updated information on any changes.
- **FTC v. World Law Group (2013):** The court required transparency and revisions to business practices to ensure adherence to FTC regulations.

---

## Additional Recommendations

1. **Continuous Monitoring:** Regularly review compliance measures to ensure alignment with any updates in FTC regulations and guidance.
2. **Legal Consultation:** Seek ongoing legal counsel to verify compliance and adapt strategies as needed based on regulatory developments.
3. **Client Education:** Consider implementing an educational campaign to inform clients about their rights and the importance of the updated terms.

---

## Confidential and Privileged Communication

This document is intended solely for the use of the recipient(s) named above and may contain privileged or confidential information. If you are not the intended recipient, please notify the sender immediately and delete this document. Unauthorized review, use, disclosure, or distribution is prohibited.

FTC v. Start Connecting LLC et al., Case No. 8:24-cv-1626 (M.D. Fla.);  
Recent Correspondence



**Matthew Mueller** <matt@fmhlegal.com>

Dec 23, 2024, 4:29 PM ☆ 😊 ↶ ⋮

to me, Jared, D'Laney, Nathan ▾

Good afternoon Mr. Garcia,

As you know, I represent Receiver **Jared** Perez in *Federal Trade Commission v. Start Connecting LLC et al.*, Case No. 8:24-cv-1626 (M.D. Fla.) (the "Receivership Action"). Mr. Perez was appointed by the United States District Court for the Middle District of Florida to serve as Receiver. He has diligently and faithfully executed his duties to date in conformity with the Court's Orders.

We are in receipt your recent emails and letters, many of which are listed below:

- Email, 12/18/2024 at 6:04 pm
- Email, 12/19/2024 at 5:55 pm
- Email and letter, Saturday 12/21/2024 at 2:53 pm
- Email and letter, Saturday 12/21/2024 at 3:06 pm
- Email and letter, Saturday, 12/21/2024 at 3:15 pm
- Email and letter, Sunday, 12/22/2024 at 7:39 pm
- Email and letter, Monday, 12/23/2024 at 1:15 pm
- Email and letter, Monday, 12/23/2024 at 2:38 pm
- Email and letter, Monday, 12/23/2024 at 3:12 pm
- Email requesting "Wellness Check", Monday, 12/23/2024 at 3:22 pm
- Email to Tampa Police Department, requesting "Wellness Check", Monday, 12/23/2024 at 3:30 pm

We are in the process of reviewing your correspondence and will respond in due course as appropriate during business hours. Given your unfounded allegations and repeated threats of litigation, please address all communications intended for the Receiver to me. The Receiver is represented by counsel in this matter and should not be contacted directly. In that regard, please be advised that the Preliminary Injunction prohibits improper efforts to interfere with the administration of the Receivership. (See Receivership Action, Doc. 89 at 34).

To help us evaluate and respond to your correspondence, please explain your connection to Start Connecting SAS and/or **Student Solution** Service with specificity and please provide supporting evidence.

Thank you,

**Matt Mueller**  
 Attorney at Law | **Fogarty Mueller Harris, PLLC**  
 501 E. Kennedy Blvd., Suite 1030 | Tampa, FL 33602  
 Office: (813) 549-4490 | Direct: (813) 682-1730  
 Email: [matt@fmhlegal.com](mailto:matt@fmhlegal.com)  
 Website: [www.fmhlegal.com](http://www.fmhlegal.com)

**Confidentiality Statement:** This email contains information that may be confidential and/or privileged. If you are not the intended recipient, or the employee or agent authorized to receive for the intended recipient, you may not copy, disclose or use any contents in this email. If you have received this email in error, please immediately notify the sender at Fogarty Mueller Harris, PLLC by replying to this email and delete the original and reply emails. Thank you.





to Christine, Matthew, Jared, D'Laney, Nathan

Good Afternoon Mr. Mueller,

Thank you for your email.

First, I acknowledge your statement regarding the Preliminary Injunction and the directive that all communications related to the Receivership be directed to you. That instruction has been duly noted.

Regarding your request for clarification on my connection to *Start Connecting* and *Student Solution Service*, I have attached supporting documentation to confirm my role as the registrar of the domain name and creator of the *Student Solution Service* brand. The name and domain are, and always have been, my intellectual property. As further evidence, I have included email correspondence and test emails from our operational marketing templates, which I solely created, implemented, and managed.

Although my involvement in the business has been limited recently due to financial constraints, I still hold a stake in the marketplace, and any implications otherwise are not a true representation of the facts. I remain responsible for the branding, marketing, and operational elements tied to *Student Solution Service*.

As for your reference to the Preliminary Injunction, I will gladly comply with any Order directed at me—whether issued by a judge, magistrate, or otherwise—provided it is accompanied by an identity bond and ensures fair and just compensation for the fulfillment of said Order. To that end, please confirm whether I am subject to the authority of the said [wo]man; Kathryn's Preliminary Injunction order so I may formally issue a bill of particulars outlining the full cost of compliance.

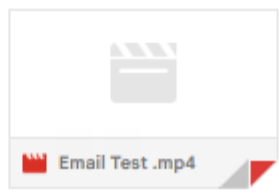
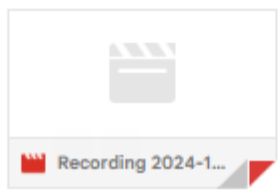
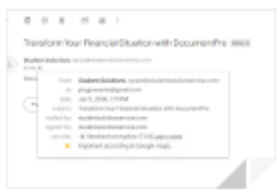
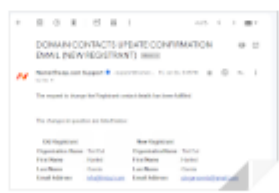
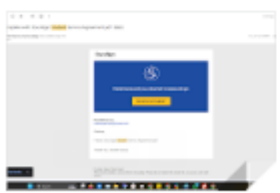
I trust this will resolve any uncertainties and look forward to your forthcoming response.

Sincerely,

Hamlet Garcia Jr.



7 Attachments • Scanned by Gmail





## Transform Your Financial Situation with DocumentPro



Inbox x



**Student Solutions** <grace@studentsolutionservice.com>

to me ▾

This is

from: **Student Solutions** <grace@studentsolutionservice.com>  
to: plugpresents@gmail.com  
date: Jan 5, 2024, 2:19 PM  
subject: Transform Your Financial Situation with DocumentPro  
mailed-by: studentsolutionservice.com  
signed-by: studentsolutionservice.com  
security:  Standard encryption (TLS) [Learn more](#)  
 Important according to Google magic.

# at: County Court - Pinellas County Florida - Small Claims Division

i: [a] man; Hamlet Garcia II  
[‘ Claimant]

-against-

Jared J. Perez  
[‘Wrongdoer’]

Claim Action No.  <hr/> [my] word is [my] bond  <i>(verified)</i>
---

## Declaration of Hamlet Garcia II

i, Hamlet [‘Garcia’] II (man), under penalty of perjury, solemnly declare as follows:

1. i am over eighteen years of age. i have personal knowledge of the facts set forth herein, and can competently testify to their truth. If called upon to testify before this Court, i would do so to the same effect. <sup>1</sup>

2. My name is Hamlet [‘Garcia’] II [of Philadelphia, Pennsylvania].

3. i own; control; and operate Student Solution Service (SSS), a entity providing educational and support services.

4. On November 5, 2024, Jared Perez posted a statement online at [www.usastudentdebtreliefreceivership.com](http://www.usastudentdebtreliefreceivership.com), claiming my Student Solution Service offers “illegal, misleading, and unnecessary” services.

<sup>1</sup> i say here and will verify in open court that all herein be true;

5. This statement is false. My business is lawful and compliant, as shown by my Compliance Letter dated July 23, 2024 (attached to my claim).

6. Jared Perez's false statement caused significant harm to my reputation and business, including: a. Loss of potential clients who saw the statement and chose not to work with me due to doubts about my legitimacy. b. Damage to my professional standing in the community, making it harder to attract new business. c. Emotional distress and time spent addressing the fallout from this public attack.

7. Based on my experience running SSS, I estimate the financial impact of this harm to be at least \$5,000, calculated as: - Lost revenue from approximately 10 potential clients, each worth an average of \$400-\$500 in service fees, totaling \$4,000-\$5,000. - Additional costs and lost opportunities to repair my reputation, valued at a minimum of \$500.

8. This harm began on November 5, 2024, when the statement was posted, and continues to affect me as of today's date, April 3, 2025.

9. I swear that the above statements are true and accurate to the best of my knowledge and belief, this the 3rd day of April, 2025; and I submit this declaration to support my claim for \$5,000 in damages against Jared Perez in Pinellas County Small Claims Court.

10. i: declare under penalty of perjury that the foregoing is true and correct.

DATED: 3<sup>rd</sup> Day of  
April, 2025



*Respectfully submitted,*

By: /s/ Hamlet Garcia II  
(man) [affiant]

**DECLARATION OF  
HAMLET GARCIA II - 2  
Statement of Falsehood**

**Central Office of Reform and Efficiency**  
101 E. Olney Ave Philadelphia, PA 19120  
P: 856-438-0010 E: hamletgarciajr@gmail.com



# EXHIBIT 3

Email Acknowledging Receipt of  
Preliminary Injunction Orders  
November 27, 2024, 13:19 CST

**Nash, Nathan**

---

**From:** Hamlet Garcia <hamletgarciajr@gmail.com>  
**Sent:** Wednesday, November 27, 2024 1:18 PM  
**To:** Nash, Nathan  
**Subject:** Re: Errata Notice of Intent to File Motion for Intervention in FTC v. Start Connecting  
**Attachments:** Business Model Compliance Update.pdf

You don't often get email from hamletgarciajr@gmail.com. [Learn why this is important](#)

Greetings, Mr. Nash and Ms. Gielow,

---

Thank you for your email and the attached preliminary injunction orders. Receipt is acknowledged.

In response to your inquiries:

1. My interest stems from leadership in Start Connecting's consumer engagement strategy, including oversight of marketing, website design, pay-per-click optimization, and partial involvement with social media initiatives. This role informs concerns about the potential mischaracterization of the services provided and their regulatory implications. Therefore, protection of interests related to the company's operations and the regulatory challenges posed in this case is sought
2. No counsel has been retained at this time; notice will be provided should that change.
3. The scope of the injunction under Rule 65(d)(2)(C), including obligations regarding document preservation, cooperation with the Receiver, and adherence to prohibitions, is understood. A letter regarding compliance has been submitted to the Receiver, pending response. Confirmation of receipt and any further instructions would be appreciated (see attached communication).

I remain available for further discussion at your convenience. Kindly advise on a suitable time for your team

Humbly,

**Hamlet Garcia Jr.**