

**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.

_____ /

**RECEIVER'S MOTION (1) TO ENJOIN STATE COURT
DEFAMATION ACTION AND (2) FOR AN ORDER TO SHOW CAUSE
WHY HAMLET GARCIA JR. SHOULD NOT BE HELD
IN CONTEMPT OF COURT FOR VIOLATING INJUNCTIONS**

On July 11, 2024, the Court appointed Jared J. Perez as receiver (the “**Receiver**” and the “**Receivership**” or “**Receivership Estate**”) 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, “**USASDR**”). *See generally* Doc. 13 (the “**TRO**”) & Docs. 69, 78 (the “**Preliminary Injunctions**”). The relief the Receiver seeks through this motion against Hamlet Garcia Jr. (“**Garcia**”) can be organized into two general categories: (1) sanctions for unauthorized, vexatious litigation in state court (*see infra* § I), and (2) sanctions for ongoing harassment and interference with the Receiver and the Receivership Estate (*see infra* § II).

First, on April 3, 2025, Garcia filed an “emergency” defamation action against the Receiver in the small claims court for Pinellas County, Florida. *See Garcia v. Perez*, Case No. 25-003322-SC (Fla. 6th Cir.) (the “**Defamation Action**”) & **Exhibit A**. In doing so, Garcia willfully violated the Preliminary Injunctions and the Supreme Court’s 150-year-old “**Barton Doctrine**.” *See* PI §§ XVII (entitled “Stay of Actions”) & *Barton v. Barbour*, 104 U.S. 126 (1881) (discussed *infra* § I). To remedy Garcia’s violations and to deter future vexatious misconduct, the Receiver respectfully requests an order:

- (1) requiring Garcia to dismiss the Defamation Action with prejudice within 72 hours and, should he fail to do so, providing for Garcia’s incarceration and imposing a fine of \$1,000 per day until his

compliance is secured (pre-trial scheduled for May, 6, 2025);¹

- (2) expressly and permanently enjoining the continued prosecution of the Defamation Action pursuant to the All Writs Act and the Court's inherent equitable powers;²
- (3) requiring Garcia to pay the attorneys' fees and costs incurred by the Receiver and/or the Receivership Estate for the preparation of the instant motion;³
- (4) requiring Garcia to pay the attorneys' fees and costs incurred by the Receiver and/or the Receivership Estate to secure the dismissal of the Defamation Action;⁴ and
- (5) expressly enjoining Garcia from suing the Receiver or any of his

¹ See, e.g., *S.E.C. v. Faulkner*, 2018 WL 888910, at *13 (N.D. Tex. Feb. 13, 2018) (holding nonparty in civil contempt for filing state court defamation action against receiver "as an individual," requiring dismissal with prejudice, and in case of noncompliance, imposing a fine of \$500 per day and directing the "United States Marshals Service to arrest [nonparty] and hold her in custody until she purges herself of the contempt"); *C.F.T.C. v. FITC, Inc.*, 52 B.R. 935, 938 (N.D. Cal. 1985) (affording defendant 48 hours to withdraw bankruptcy petition filed "as a vexatious and contemptuous effort to violate" prior orders and warning "[f]ailure to do so will result in ... criminal contempt"); *S.E.C. v. First Choice Mgmt. Servs., Inc.*, 2015 WL 1565107, at *10 (N.D. Ind. Apr. 8, 2015) (ordering nonparty to withdraw state court petition within 14 days or be held in contempt of court, which "will result in a fine of \$1,000 for each day of non-compliance"); *In re Hindu Temple & Cmty. Ctr. of Georgia, Inc.*, 502 B.R. 881, 889 (Bankr. N.D. Ga. 2013) (ordering party with "knee-jerk" propensity to file lawsuits against those who oppose him" to dismiss state court complaint with prejudice and sanctioning party \$1,000 per day, calculated from the date the complaint was filed until its dismissal).

² See, e.g., *Meyerson v. Werner*, 683 F.2d 723, 728 (2d Cir. 1982) (affirming order giving party 72 hours to withdraw sham bankruptcy petition because "the court was entitled to exercise its inherent power under the All Writs Act ... to enjoin such an attempt to defeat the court's orders by resorting to frivolous litigation elsewhere").

³ See, e.g., *Matter of BCB Contracting Servs. LLC*, 2022 WL 44675, at *2 (D. Ariz. Jan. 5, 2022) (charging "\$5,203.86, equivalent to the costs incurred by the [t]rustee in dismissing the [d]istrict [c]ourt action and seeking sanctions in the [b]ankruptcy [c]ourt").

⁴ See, e.g., *In re Badea*, 2019 WL 1070838, at *5 (B.A.P. 9th Cir. Mar. 5, 2019) (holding "[s]anctions are an appropriate remedy for a violation of the *Barton* [D]octrine" and awarding costs of securing dismissal of state court action); *Faulkner*, 2018 WL 888910 at *13 (requiring nonparty to pay receiver's "reasonable and necessary attorney's fees and costs incurred by the lawsuit she filed in ... state court"); *Wavetronix, LLC v. Myers for DBSI Liquidating Tr.*, 704 F. App'x 696, 698 (9th Cir. 2017) (affirming imposition of sanctions under Rule 11 for violating *Barton* Doctrine by suing trustee in his individual capacity); *BCE W., L.P.*, 2006 WL 8422206, at *10 (D. Ariz. Sept. 20, 2006) (affirming \$100,000 compensatory sanction).

retained professionals in any forum at any time for any reason without permission from this Court.⁵

All of these requests for relief are within this Court's broad equitable powers, justified by Garcia's misconduct (including the many warnings he has already received from this Court and others), and supported by precedent from federal receiverships and similar bankruptcy matters throughout the nation.

Second, in issuing a pre-filing injunction against Garcia, the Court cited his "persistent and willful disregard for multiple Court orders and harassment of Court staff." Doc. 156 at 3. Garcia, however, has not limited his harassment to the Court and its staff; rather, he has extended his misconduct to encompass the Receiver. Specifically, Garcia has emailed the Receiver approximately 80 times since November 2024, despite being informed that all communications with the Receiver should occur through his undersigned counsel. On December 23, 2024, Garcia asked the Tampa Police Department to perform a "wellness check" on the Receiver because he did not immediately respond to one of Garcia's email salvos. *See* Doc. 151 § VI.A. Fortunately, the undersigned was

⁵ *See, e.g., Nat'l Bus. Consultants Inc. v. Lightfoot*, 292 F. App'x 298, 300 (5th Cir. 2008) (affirming "district court's sanction barring further pleadings" against receiver due to "a continuous pattern of evasion and abuse of the administration of justice that must cease"); *In re Truong*, 2021 WL 3414143, at *3 (3d Cir. Aug. 5, 2021) (affirming imposition of filing injunction as sanction for "increasingly abusive and vexatious filings" against trustee); *In re Steffen*, 406 B.R. 148, 153 (Bankr. M.D. Fla. 2009) (enjoining debtor and counsel "from filing any lawsuit against the [t]rustee, and/or any attorneys representing the [t]rustee without first seeking leave of this [c]ourt" due to "their continual obstructive, defiant and inappropriate behavior in this [c]ourt, their unethical use of the legal system, and for their frivolous pleadings and papers filed against the [t]rustee and others in this [c]ourt and in courts lacking jurisdiction over the [d]efendants"); *Hindu Temple*, 502 B.R. at 891 (same).

able to intervene before officers were dispatched. *Id.* Garcia’s vexatious communications waste Receivership time and resources because, among other reasons, they are often chock full of frivolous legal threats. For example, on April 5, 2025, Garcia emailed the Receiver, “[C]onsider this formal notice: my name is copyrighted and trademarked. Keep using it without cause, you’re opening another issue. Enough games. Handle it.” *See Composite Exhibit B* at 9 (compilation of exemplary emails); *see also* Doc. 151, Ex. U.

Garcia’s ongoing conduct violates the provisions in the Preliminary Injunctions enjoining interference with the Receiver and his administration of the Receivership Estate. *See* PI §§ XV (requiring cooperation) & XVI (enjoining interference). Garcia’s conduct should also be viewed in light of his long history of vexatious litigation. *See, e.g., Garcia v. Mizelle*, Case No. 8:25-cv-857-TPB-NHA (M.D. Fla), Doc. 7 (“Garcia is warned that if he files frivolous cases in this Court, he may be subject to sanctions pursuant to Federal Rule of Civil Procedure 11(c), including monetary sanctions or injunctive relief directing the Clerk to not accept future filings by Garcia without first obtaining prior leave of the Court.”).⁶ To deter future misconduct, the Receiver requests an order:

⁶ *See also Garcia v. United States*, 2020 WL 4226471, at *1 (E.D. Pa. July 23, 2020) (noting that “Garcia’s submission is nonsensical” and his claims are “frivolous”); Doc. 2, at 2-3, *Garcia v. County of Burlington*, Case No. 1:17-cv-12964-RMB-JS (D.N.J. Feb. 27, 2018) (noting the court’s attempt “to labor through the incomprehensible, and apparently overlapping, factual allegations contained in the filings”); *Garcia v. Bank of Am. Corp.*, 2017 WL 6520537, at *2 n.3 (E.D. Pa. Dec. 20, 2017) (noting “Mr. Garcia’s red fingerprint and his belief that he is

- (1) prohibiting all future communication with the Receiver or, at minimum, requiring Garcia to communicate solely through the Receiver's counsel;
- (2) entering an appropriate monetary sanction against Garcia, including but not limited to the costs and fees associated with the instant motion;
- (3) directing Garcia to complete the financial disclosure form attached to the TRO (Doc. 13-1) to ensure the collectability of the sanction; and
- (4) directing Garcia to provide the FTC, the Receiver, and the Court with a home or street address (as opposed to his private mailbox) to further ensure the collectability of the above-requested monetary sanction.

See, e.g., F.T.C. v. NPB Advertising, Inc., et al., Case No. 8:14-cv1155-SDM-TGW (M.D. Fla.) (Doc. 261) (holding party in contempt for failing to provide financial and other information, issuing arrest warrant, and directing the U.S. Marshal to “locate and arrest [defendant] and return him in custody to answer for his contempt”) (Merryday, J.); *see also* Doc. 252 (order to show cause); Doc. 251 (receiver's motion for order to show cause).

BACKGROUND

On July 9, 2024, the FTC filed the complaint in this action along with related motions, memoranda, and declarations. *See* Docs. 1-10. The Court issued the TRO on July 11, 2024, and only hours later, the Receiver served that document on the defendants as well as dozens of their employees and other

proceeding as a prosecutor”); *Garcia v. Temple Univ.*, 2017 WL 6327574 (E.D. Pa. Dec. 11, 2017) (dismissing three separate complaints by Garcia as “frivolous” and noting that Garcia was advised by the court that “any claims based on legal theories related to his alleged secured party status or sovereign citizen status are entirely frivolous”); *Garcia v. County of Bucks*, 2017 WL 4844293, at *2 (E.D. Pa. Oct. 26, 2017) (describing Garcia's complaint as “the epitome of legally frivolous”); *Garcia v. Bucks Cty. Justice Ctr.*, 2017 WL 4126349, at *3 (E.D. Pa. Sept. 18, 2017) (“The Court will dismiss as frivolous all claims based on treaties, declarations, and resolutions predicated on [Garcia's] Moorish heritage.”).

associates. On July 12, 2024, an unidentified USASDR employee sent Garcia the FTC’s TRO motion and supporting declarations. As such, Garcia has known about this action since at least the day after the Court appointed the Receiver.

The Preliminary Injunctions

The Court entered the Preliminary Injunctions on September 11 and 19, 2024. Docs. 69, 78. Sections XII.A. of the Preliminary Injunctions direct the Receiver, in relevant part, to “[a]ssume full control” over the Receivership Entities. Sections XII.K. direct the Receiver to “determine, adjust, and protect the interests of consumers who have transacted business with the” Receivership Entities. (Emphasis added). Sections XII.M. authorize 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 ... as the Receiver deems necessary and advisable ... to carry out the Receiver’s mandate....” Sections XII.T. direct the Receiver to “[s]uspend business operations of the ... Receivership Entities if in the judgment of the Receiver such operations cannot be continued legally and profitably.”

If in the Receiver’s judgment the business operations cannot be continued legally and profitably, take all steps necessary to ensure that any of the Stipulating Corporate Defendant or non-party Receivership Entities’ web pages or websites relating to the activities alleged in the Complaint cannot be accessed by the public, or are **modified for consumer education and/or informational purposes...**

PI §§ XII.V. (emphasis added). Given these directives, the Receiver has determined that defending the Defamation Action is “necessary and advisable”

to effectuate the Receiver's Court-ordered mandate to protect consumers.

To ensure the Receiver can accomplish his mandate, the Preliminary Injunctions include at least three relevant protections. First, Sections XV ("Cooperation With The Receiver") provide that all "Receivership Entities' officers, agents, employees, and attorneys; [and] all other persons in active concert or participation with any of them; ... shall fully cooperate with and assist the Receiver." *See* PI §§ XV. Second, Sections XVI ("Non-Interference With The Receiver") provide, in relevant part:

Receivership Entities' officers, agents, employees, attorneys; and ... any other person served with a copy of this Order, are hereby restrained and enjoined from directly or indirectly ... [i]nterfering with the Receiver's efforts to manage or take custody, control, or possession of the Assets or Documents subject to the receivership...

See PI §§ XVI.A. Third, Sections XVII ("Stay Of Actions") prohibit a wide range of parties and nonparties "from taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including [c]ommencing, prosecuting, or continuing a judicial, administrative, or other action or proceeding against the Receivership Entities, including the issuance or employment of process against the Receivership Entities...." *See* PI §§ XVII.B. The Receiver has repeatedly advised Garcia and others about these protections and their implications. For example, in the Second Interim Report, the Receiver warned:

If Garcia sues the Receiver and/or the Receivership Entities in a separate action, the Receiver will, pursuant to well-established

precedent from other federal equity receiverships, seek appropriate relief from the Court, including enforcement of the Court's injunction against ancillary litigation, dismissal of the competing action, and the imposition of harsh sanctions against Garcia....

See Doc. 151 at 36-38; *see also* Doc. 174 at 4-5 (“If Garcia persists with his proposed course of action, the Receiver will seek ... sanctions....”).

The Receiver Attempts to Protect Consumers

On September 11, 2024, a consumer contacted the Receiver about a company called “Student Solutions” – *i.e.*, Student Solution Service (“SSS”). *See* Doc. 151 § I.B. USASDR had previously solicited the consumer, and based on the similarities between the companies’ pitches, the consumer stated, “I think they are the same people with a different name and that their office is in Florida, USA.” *See id.*, Comp. Ex. D at 1. Based on this tip, the Receiver and the FTC launched an investigation, which is described more fully in the Receiver’s Second Interim Report. *See id.* § I.B. The investigation revealed that SSS was indeed targeting USASDR customers in cooperation with other companies, and the Receiver determined to warn consumers about the company’s activities, as required by Sections XII.K. and XII.V. of the Preliminary Injunctions. To that end, the Receivership website published a statement about SSS and others, which is the basis of Garcia’s claim in the Defamation Action (the “[Consumer Warning](#)”). Notably, the Receiver was not aware of Garcia’s identity or existence when the statement was published.

Garcia Contacts and Begins Harassing the FTC and the Receiver

On November 26, 2024, Garcia contacted the FTC for the first time and informed its counsel of his intent to intervene in this enforcement action. He claimed to be “a respected marketing professional directly associated with the company’s consumer engagement strategy with Start Connecting.” The FTC and the Receiver subsequently opposed Garcia’s attempts to intervene, which is when his harassment began to escalate. Between December 18 and 23, 2024, Garcia sent the Receiver numerous frivolous and threatening emails. When the Receiver did not respond two days before Christmas as quickly as Garcia would have liked, he asked the Tampa Police Department to perform a “wellness check” on the Receiver. *See* Doc. 151 at 37 fn. 20. That same day, the undersigned acknowledged Garcia’s emails, directed him to communicate through counsel, and warned him of his obligations under the Court’s orders.

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.

Exhibit C. On December 23, 2024, Garcia responded:

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.

Id. Garcia did not, in fact, comply with the Preliminary Injunctions. Instead, he launched a campaign of harassment against the Receiver, the Court and its staff, and others. On March 3, 2025, the Court enjoined Garcia from filing any documents in this action “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. Garcia appears to believe that he can circumvent the Court’s injunction by filing a separate lawsuit against the Receiver (*i.e.*, the Defamation Action), but that filing should be treated as a willful, contumacious violation of the Court’s orders.

ARGUMENT

A court has the inherent power to enforce compliance with its lawful orders and mandates by civil contempt.⁷ *Shillitani v. United States*, 384 U.S. 364, 370 (1966); *S.E.C. v. Pension Fund of America, L.C.*, 2006 WL 1104768, *7 (S.D. Fla. 2006). This inherent power is in addition to the Court’s broad authority in supervising an equity receivership and determining the

⁷ When receivers and trustees seek sanctions through an unauthorized case, they typically invoke Federal Rule of Civil Procedure 11. *See, e.g., Spice v. Internal Revenue Serv.*, 2020 WL 2838609, at *4 (W.D. Wash. June 1, 2020) (“The [p]laintiff and his counsel have violated Rule 11 by bringing the claims for which this [c]ourt clearly does not have subject matter jurisdiction to consider.”). When they seek sanctions through the appointing case, they typically invoke the appointing court’s inherent equitable powers and/or governing contempt procedures. *See, e.g., In re EBW Laser, Inc.*, 2012 WL 3490417, at *20 (Bankr. M.D.N.C. Aug. 14, 2012) (rejecting Rule 11 procedures and imposing compensatory sanctions under inherent equitable authority). This motion cites both types of cases because the substantive concepts are similar, although the procedural components might differ (*e.g.*, forms of notice, *etc.*).

appropriate actions to be taken in the administration of the receivership. *See, e.g., S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992).

Civil contempt is “wholly remedial,” and is intended to coerce compliance with an order of the court. *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 191 (1949). A sanction is considered “civil” and “remedial” if it either coerces the defendant into compliance with a court order or compensates the complainant for losses sustained. *International Union, United Mine Workers of America v. Bagwell*, 512 U.S. 821, 827 (1994). “A fixed term of imprisonment, with the proviso that the contemnor will be released if he complies with the court order, is a proper penalty for civil contempt and the imposition of such penalty does not make the proceeding criminal.” *Faulkner*, 2018 WL 888910 at *13-14. This power is essential to the proper conduct of the judicial function; without it, courts would be unable to preserve decorum or assert their authority by order or decree. *See, e.g., In re Williams*, 306 F. Supp. 617, 618 (D.D.C. 1969). “Without the power to punish noncompliance with its orders, this Court’s authority to issue judgments would be nothing more than a mere mockery.” *S.E.C. v. Yun*, 208 F. Supp. 2d 1279, 1288 (M.D. Fla. 2002).

A party or nonparty commits contempt when he “violates a definite and specific court order requiring him to perform or refrain from performing a particular act or acts with knowledge of that order.” *Whitfield v. Pennington*, 832 F.2d 909, 913 (5th Cir 1987), *cert. denied* 487 U.S. 1205 (1988) (*quoting*

S.E.C. v. First Financial Group of Texas, Inc., 659 F.2d 660, 669 (5th Cir. 1981)). In a civil contempt proceeding, the movant has the burden of establishing by clear and convincing evidence that: (1) a court order was in effect; (2) the order required certain conduct by the respondent; and (3) the respondent failed to comply with the court's order. *Petroleos Mexicanos v. Crawford Enterprises, Inc.*, 826 F.2d 392, 401 (5th Cir. 1987). Contempt is established where there is clear and convincing evidence that the "violated order was valid and lawful; ... the order was clear and unambiguous; and the ... alleged violator had the ability to comply." *F.T.C. v. Leshin*, 618 F.3d 1221, 1232 (11th Cir. 2010); *McGregor v. Chierico*, 206 F.3d 1378, 1383 (11th Cir. 2000) (citation omitted). This question does not focus on the subjective belief or intent of the alleged contemnor, but rather whether or not he complied with the order at issue. *S.E.C. v. Solow*, 682 F.Supp.2d 1312, 1325 (S.D. Fla. 2010); *Howard Johnson Co., Inc. v. Khimani*, 892 F.2d 1512, 1516 (11th Cir. 1990).

I. THE COURT SHOULD BOTH (A) HOLD GARCIA IN CONTEMPT AND IMPOSE SANCTIONS FOR VIOLATING THE PRELIMINARY INJUNCTIONS AND *BARTON* DOCTRINE AND (B) PERMANENTLY ENJOIN THE DEFAMATION ACTION

The forms of relief requested in this section represent two sides of the same coin. Subsection A explains how Garcia violated the Preliminary Injunctions and *Barton* Doctrine and why that violation is "incurable" and sanctionable. The sanctions applicable to this misconduct are listed above on

pages 1-2 and include an order requiring Garcia to dismiss the Defamation Action with prejudice or face both daily fines and incarceration. Because Garcia is unlikely to voluntarily comply with any such order, Subsection B explains why the Court can and should also enjoin the Defamation Action directly, pursuant to its inherent equitable powers and the All Writs Act.

A. Garcia Violated The Preliminary Injunctions And *Barton* Doctrine; The Violation Is “Incurable” And Sanctionable

For almost 150 years, the United States Supreme Court has insisted, before suit can be brought against a court-appointed receiver, “leave of the court by which he was appointed must be obtained.” *Barton*, 104 U.S. at 127; *see also Davis v. Gray*, 83 U.S. 203, 218 (1872) (A court appointing a receiver “will not allow him to be sued touching the property in his charge, nor for any malfeasance as to the parties, or others, without [the court’s] consent.”). “An unbroken line of cases ... has imposed [this] requirement as a matter of federal common law.” *Matter of Linton*, 136 F.3d 544, 545 (7th Cir. 1998).⁸

The United States Court of Appeals for the Eleventh Circuit has

⁸ “Generally, before leave to sue a receiver or trustee is granted, the plaintiff must demonstrate that he has a *prima facie* case against the trustee or receiver.” *Fin. Indus. Ass’n v. S.E.C.*, 2013 WL 11327680, at *3 (M.D. Fla. July 24, 2013), *report and recommendation adopted*, 2013 WL 11327681 (M.D. Fla. Oct. 4, 2013). “The decision of whether to grant leave to sue a court-appointed officer is a matter left to the sound discretion of the appointing court.” *S.E.C. v. N. Am. Clearing, Inc.*, 2015 WL 13389926, at *3 (M.D. Fla. Jan. 12, 2015), *aff’d*, 656 F. App’x 969 (11th Cir. 2016). As explained below, however, *Barton* violations are “incurable,” and Garcia cannot now excuse his willful, unauthorized filing by attempting to meet these standards in response to the instant motion. *See infra* p. 16.

embraced the *Barton* Doctrine and even extended the concept to protect bankruptcy trustees and retained professionals like attorneys. *See, e.g., Carter v. Rodgers*, 220 F.3d 1249, 1252-53 (11th Cir. 2000) (affirming dismissal of “run-of-the-mill *Barton* case” involving breach of fiduciary duty claims against trustee); *Rosetto v. Murphy*, 733 F. App’x 517, 519 (11th Cir. 2018); *Patco Energy Express, LLC v. Lambros*, 353 F. App’x 379, 381 (11th Cir. 2009); *Lawrence v. Goldberg*, 573 F.3d 1265, 1269 (11th Cir. 2009); *S.E.C. v. N. Am. Clearing, Inc.*, 656 F. App’x 969, 974 (11th Cir. 2016). The *Barton* Doctrine applies to all suits against receivers and trustees regardless of whether the plaintiff filed the suit in state or federal court. *See, e.g., Carter*, 220 F.3d at 1253 (“We find no reason to distinguish between instances where the trustee is sued in state court and those in which the trustee is sued in federal court.”).

As the Eleventh Circuit and numerous of its sister circuits have explained, the *Barton* Doctrine implicates important policy concerns:

If [the trustee] is burdened with having to defend against suits by litigants disappointed by his actions on the court’s behalf, his work for the court will be impeded.... Without the requirement [of leave], trusteeship will become a more irksome duty, and so it will be harder for courts to find competent people to appoint as trustees. Trustees will have to pay higher malpractice premiums, and this will make the administration of the bankruptcy laws more expensive.... Furthermore, requiring that leave to sue be sought enables bankruptcy judges to monitor the work of the trustees more effectively.

Carter, 220 F.3d at 1252-53 (quoting *Linton*, 136 F.3d at 545); *see also N. Am.*

Clearing, Inc., 656 F. App'x at 974 (same).⁹ Courts have “the power to impose monetary sanctions for ‘willful’ violations of ... the *Barton* doctrine.” *In re Sea Hawaii Rafting, LLC*, 2018 WL 2422388, at *7 (Bankr. D. Haw. May 21, 2018).

No rule is better settled than that when a court has appointed a receiver, his possession is the possession of the court, for the benefit of the parties to the suit and all concerned, and cannot be disturbed without the leave of the court; and that if any person, without leave, intentionally interferes with such possession, he necessarily commits a contempt of court, and is liable to punishment therefor.

Liberte Cap. Grp., LLC v. Capwill, 462 F.3d 543, 552 (6th Cir. 2006) (quoting *In re Tyler*, 149 U.S. 164, 182 (1893)); *In re DeLorean Motor Co.*, 991 F.2d 1236, 1241 (6th Cir. 1993) (“Because [party] commenced the action against the [t]rustee without seeking leave of the appointing court, the general rule regarding stays governs, and [party] may be held in contempt of the stay.”).

“Ignorance of the *Barton* [D]octrine is no excuse for violating it.” *In re Badea*, 2019 WL 1070838 at *5; *see also In re Steffen*, 406 B.R. at 153 (rejecting “lame defense” of ignorance because “an elementary requirement prior to filing a suit against a party is that the filer needs to determine whether or not he or she has the right to sue the party, especially a court-appointed [t]rustee”).

⁹ All of these concerns apply equally to receivers and receiverships. One Eleventh Circuit panel has referred to the policy concerns discussed in *Carter* and numerous other cases as “dicta,” at least in connection with closed bankruptcy estates, stressing instead the *in rem* nature of the appointing Court’s jurisdiction. *See infra* § I.A.1. That panel reasoned that the policy concerns might be “legitimate” but ultimately “unfounded because court-appointed receivers enjoy judicial immunity for acts taken within the scope of their authority.” *Chua v. Ekonomou*, 1 F.4th 948 (11th Cir. 2021). Whether characterized as a *Barton* issue or a judicial immunity issue, the result is the same – Garcia cannot assert claims against the Receiver.

Similarly, “[t]he courts have rejected an exception to *Barton* Doctrine violations based upon asserted good faith.” *In re EBW Laser*, 2012 WL 3490417 at *20 (imposing compensatory sanctions under inherent equitable authority). Violations of the *Barton* Doctrine are “incurable.” *In re Day*, 2014 WL 4271647, at *4 (D.N.J. Aug. 28, 2014) (citing “a number of cases in which this approach—sue the [t]rustee in another forum first and then seek permission of the [b]ankruptcy [c]ourt—has been rejected”).

As excerpted above, the Preliminary Injunctions broadly prohibit all parties and nonparties from, in relevant part, “taking action that would interfere with the exclusive jurisdiction of this Court over the Assets or Documents of the Receivership Entities, including [c]ommencing, prosecuting, or continuing a judicial ... action or proceeding against the Receivership Entities....” See PI §§ XVII.B. This is an embodiment of the *Barton* Doctrine, which extends the afforded protection to the Receiver individually – not just the Receivership Entities. It is indisputable that Garcia willfully violated the Preliminary Injunctions and *Barton* Doctrine. Sanctions are appropriate, as described and cited above on pages 1-2. The following subsections address arguments Garcia has made through correspondence.

1. The Defamation Action impacts the Receivership Entities and their assets – *i.e.*, the Receivership *res*.

The *Barton* Doctrine, the All Writs Act (*infra*), and the Anti-Injunction

Act (*infra*) all implicate the Court’s *in rem* jurisdiction over the Receivership *res* in one form or another. The Preliminary Injunctions authorize the Receiver to defend any lawsuits he deems “necessary and appropriate” to effectuating and protecting his mandate. *See* PI §§ XII.M. To be clear, the Receiver deems the defense of the Defamation Action as necessary and appropriate to the protection of his mandate, especially because Garcia seeks retraction of the Consumer Warning, and the Receiver has already informed the Court and the parties that he is entitled to defend that action using funds in the Receivership Estate. *See* Doc. 174; *see also F.T.C. v. 4 Star Resoultion, LLC*, 2016 WL 4138229, at *5 (W.D.N.Y. Aug. 4, 2016) (“Restraining the Receiver from accessing and utilizing these funds would frustrate that purpose, thereby violating the TRO and the Preliminary Injunction[s].”). If Garcia could circumvent the Receiver’s determination by suing the Receiver as an individual and attempting to pick his personal pocket, the protections afforded by the above-referenced doctrines would be rendered meaningless. *See, e.g., F.T.C. v. Med Resorts Int’l, Inc.*, 199 F.R.D. 601, 609 (N.D. Ill. 2001) (refusing to lift stay to allow state court litigation because “the assets of the receivership estate would quickly be diminished”); *Liberte Cap. Grp.*, 462 F.3d at 551 (same because “[t]he receivership court has a valid interest in ... the costs of defending any suit as a drain on receivership assets”).

2. The 28 U.S.C. § 959(a) exception does not apply.

“Trustees, receivers or managers of any property ... may be sued, without leave of the court appointing them, with respect to any of their acts or transactions in carrying on business connected with such property.” 28 U.S.C. § 959(a) (emphasis added) (“**Section 959**”). This statute codifies an exception to the *Barton* Doctrine, but the exception is extremely limited. “The ‘carrying on business’ exception in section 959(a) is intended to permit actions redressing torts committed in furtherance of the debtor’s business, such as the common situation of a negligence claim in a slip and fall case where a bankruptcy trustee, for example, conducted a retail store.”). *Carter*, 220 F.3d at 1254-55 (quotation omitted). “Section 959(a) does not apply to suits against trustees for administering or liquidating the bankruptcy estate.” *Id.*; see also *Patco Energy Express, LLC v. Lambros*, 353 F. App’x 379, 381 (11th Cir. 2009) (referencing “slips and falls while shopping”); *DeLorean Motor Co.*, 991 F.2d at 1241 (“administering and liquidating the estate do not constitute ‘carrying on business’ as ... judicially interpreted.”); *Fin. Indus. Ass’n*, 2013 WL 11327681 at *3 (same); *Est. of Jackson ex rel. Jackson-Platts v. Sandnes*, 2014 WL 408757, at *4 (M.D. Fla. Feb. 3, 2014) [A]n allegation ... that the [r]eceiver exceeded his circumscribed authority ... would not undermine this [c]ourt’s determination that the *Barton* Doctrine applies.”).

The Section 959 exception to the *Barton* Doctrine does not apply here

because the Receiver has never attempted to “carry on” USASDR’s business operations. In the Preliminary Interim Report, filed less than two weeks after the Receiver’s appointment, he informed the Court that the Receivership Entities could not be operated profitably. *See* Doc. 26 § V. In the Second Interim Report, the Receiver further informed the Court that the Receivership Entities could not be operated lawfully. *See* Doc. 151 § V. As such, the Consumer Warning and the Defamation Action arise solely from the Receiver’s administration of the Receivership and, specifically, from his mandates to report to the Court under Sections XX, to protect consumers under Sections XII.K., and to repurpose USASDR’s websites under Sections XII.V. *See, e.g., N. Am. Clearing*, 656 F. App’x at 974-75 (“The statutory exception in § 959(a) does not apply... [to] claims based on the receiver’s reports... [because] these actions were incident to the administration and liquidation” of the estate.”).

3. The *Barton* Doctrine applies to defamation claims.

Importantly and dispositively, the Eleventh Circuit and other courts have expressly applied the *Barton* Doctrine to dismiss (or to require the dismissal of) defamation claims against receivers. *See, e.g., Property Mgmt. & Invest., Inc. v. Lewis*, 752 F.2d 599, 603 (11th Cir. 1985) (rejecting argument that allegedly defamatory statements to media fall under *ultra vires* exception to *Barton* Doctrine); *Rosetto v. Murphy*, 733 F. App’x 517, 520 (11th Cir. 2018) (holding no exception to *Barton* Doctrine where statement constituted “a

reiteration of the position asserted by the Receiver in the pending litigation”).

4. The merits of the Defamation Action are not relevant to this motion or the *Barton* Doctrine.

“Whether the statement was libelous is not the question.” *Rosetto v. Murphy*, 2017 WL 2833453, at *4 (S.D. Fla. June 30, 2017), *aff’d*, 733 F. App’x 517 (11th Cir. 2018). “In determining whether the *Barton* doctrine applies, you do not look to the merits of the claim being asserted....” *Id.* “If the Receiver or his agents had to defend the merits of the case in order to determine whether the doctrine applied, the doctrine would be ineffectual.” *Id.* Because issuing the Consumer Warning through the Receivership Entities’ website was within the express scope of the Receiver’s authority (indeed, mandate) under the Preliminary Injunctions (*see* §§ XII.K. & XII.V), the Court need not inquire into the merits of Garcia’s allegations to find a violation of the *Barton* Doctrine.

5. The Receiver is Entitled to Judicial Immunity.

“Court-appointed officers such as receivers and trustees enjoy quasi-judicial immunity for actions taken within their authority as officers of the court.” *S.E.C. v. N. Am. Clearing, Inc.*, 2015 WL 13389926, at *4 (M.D. Fla. Jan. 12, 2015), *aff’d*, 656 F. App’x 969 (11th Cir. 2016); *see also Property Mgmt.*, 752 F.2d at 602 (receiver did not engage “in activities *prima facie* beyond the scope of the official function” where plaintiff accused him of “maliciously and deliberately releas[ing] news reports to the media ... that were false and

defamatory”); *Fantasia v. Off. of Receiver of Comm’n on Mental Health Servs.*, 2001 WL 34800013, at *2 (D.D.C. Dec. 21, 2001) (“[A] court-appointed receiver, enjoys immunity comparable to that of the judge who appointed him.”). “Judicial immunity is immunity from suit, not just immunity from an ultimate finding of liability.” *N. Am. Clearing, Inc.*, 2015 WL 13389926 at *4 (emphasis added). “That immunity applies even if his [*i.e.*, the Receiver’s] acts were ‘in error, malicious, or ... in excess of [the appointing court’s] jurisdiction’.” *Chua v. Ekonomou*, 1 F.4th 948, 955 (11th Cir. 2021) (quoting *Bolin v. Story*, 225 F.3d 1234, 1239 (11th Cir. 2000)); *Fantasia*, 2001 WL 34800013 at *3 (“[E]xtensive allegations that [receiver] acted in bad faith are insufficient to overcome a defense of absolute immunity” because “[n]o such good faith requirement can be read into the common law with respect to absolute immunity.”). Judicial immunity applies even when the *Barton* Doctrine does not. *Chua*, 1 F.4th at 953-55 (holding *Barton* did not apply to trustee after the closure of bankruptcy estate but nevertheless affirming dismissal of claims based on judicial immunity); *F.T.C. v. Noland*, 2020 WL 6290388, at *5 (D. Ariz. Oct. 27, 2020) (striking counterclaims, including defamation, against receiver where movant failed “to include any discussion of the immunity doctrines that apply to FTC attorneys and court-appointed receivers”).

6. Immunity under the Florida litigation privilege.

“Pursuant to Florida’s litigation privilege, absolute immunity must be

afforded to any act occurring during the course of a judicial proceeding, regardless of whether the act involves a defamatory statement or other tortious behavior ... so long as the act has some relation to the proceeding.” *Lawrence v. Goldberg*, 2008 WL 10665425, at *12 (S.D. Fla. Feb. 1, 2008), *aff’d*, 573 F.3d 1265 (11th Cir. 2009) (citing *Echevarria, McCalla, Raymer, Barrett & Frappier v. Cole*, 950 So.2d 380, 383 (Fla. 2007), and *Levin, Middlebrooks, Mabie, Thomas, Mayes & Mitchell, P.A. v. U.S. Fire Ins. Co.*, 639 So.2d 606, 608 (Fla. 1994)). Because (1) the Receivership website published the Consumer Warning in furtherance of the Preliminary Injunctions (*see* §§ XII.K. & V.), and (2) the contents of the Consumer Warning are substantively identical to portions of the Receiver’s Second Interim Report (*see* Doc. 151 § I.B.), the Receiver is entitled to absolute immunity under Florida law.

B. THE COURT SHOULD ENJOIN THE SMALL CLAIMS ACTION BECAUSE GARCIA WILLFULLY VIOLATED THE PRELIMINARY INJUNCTIONS AND *BARTON* DOCTRINE

“This Court has the power to enjoin particular actions or to issue a ‘blanket stay’ order effective against all persons, including non-parties, of all proceedings against the receivership entity in order to prevent interference with administration of the receivership.” *Eller Indus., Inc. v. Indian Motorcycle Mfg., Inc.*, 929 F. Supp. 369, 373 (D. Colo. 1995) (emphasis added); *see also S.E.C. v. Wencke*, 622 F.2d 1363, 1372 (9th Cir.1980). “Pursuant to [its] inherent power, a federal court may enjoin actions in other jurisdictions that

would undermine its ability to reach and resolve the merits of the dispute before it.” *Credit Bancorp*, 93 F. Supp. 2d at 476. “An anti-litigation injunction is simply one of the tools available to courts to help further the goals of the receivership.” *S.E.C. v. Byers*, 609 F.3d 87, 92 (2d Cir. 2010). “[W]here a court has appointed a receiver and obtained jurisdiction over the receivership estate, as here, the power to stay competing actions falls within the court’s inherent power to prevent interference with the administration of that estate.” *S.E.C. v. Credit Bancorp, Ltd.*, 93 F. Supp. 2d 475, 477 (S.D.N.Y. 2000). “[T]he power of a receivership court to prevent the ... prosecution, continuation, or enforcement of ... actions has ... been recognized specifically in the context of cases brought by the FTC.” *4 Star*, 2016 WL 4138229 at *3 (collecting cases).

The All Writs Act supplements¹⁰ these inherent powers and provides that federal courts “may issue all writs necessary or appropriate in aid of their respective jurisdictions and agreeable to the usages and principles of law.”¹¹ 28 U.S.C. § 1651(a); *see also Wesch v. Folsom*, 6 F.3d 1465, 1470 (11th Cir.1993).

¹⁰ “[I]f a court has equitable ... authority to enter an injunction..., the All Writs Act isn’t implicated.” *S.E.C. v. Compl. Bus. Sols. Grp., Inc.*, 44 F.4th 1326, 1334 (11th Cir. 2022).

¹¹ Although there is a circuit split on the issue, the All Writs Act likely does not authorize the Court to remove the Defamation Action under 28 U.S.C. § 1441(a) for the purpose of dismissing it directly, but that does not “imply that the district court may not by injunction force ... dismissal.” *Henson v. Ciba-Geigy Corp.*, 261 F.3d 1065, 1071 (11th Cir. 2001), *aff’d sub nom. Syngenta Crop Prot., Inc. v. Henson*, 537 U.S. 28 (2002). As such, this motion asks the Court to issue injunctions directed at both sides of the proverbial coin – *i.e.*, both Garcia and the small claims court administering the Defamation Action – but it does not seek removal of the Defamation Action or this Court’s direct dismissal of that action.

The Act authorizes a federal court to issue writs when “the use of such historic aids is calculated in its sound judgment to achieve the ends of justice entrusted to it.” *Adams v. United States*, 317 U.S. 269, 273 (1942). “The power conferred by the Act extends, under appropriate circumstances, to persons who, though not parties to the original action or engaged in wrongdoing, are in a position to frustrate the implementation of a court order or the proper administration of justice and encompasses even those who have not taken any affirmative action to hinder justice.” *United States v. N.Y. Tel. Co.*, 434 U.S. 159, 174 (1977).

Like many similarly situated courts, “[t]his Court issued the TRO and [Preliminary Injunctions], which include a blanket litigation stay, at the request of a federal agency, to prevent interference with and dissipation of the receivership estate, and to further the interest of protecting consumers from abusive debt collection [or forgiveness] practices.” *4 Star Resolution*, 2016 WL 4138229 at *4 (holding Anti-Injunction Act does not apply to stay of litigation).¹² Garcia is attempting to circumvent the stay by filing the Defamation Action in Florida small claims court. Under the All Writs Act, the

¹² “[I]t is well-established that the Anti-Injunction Act does not apply when the United States or a federal agency such as [the FTC] seeks to stay a proceeding in state court.” *Id.* at *3. The Anti-Injunction Act also does not apply because this matter falls within the “aid of jurisdiction” exception. As explained in Section I.A.1., the Defamation Action affects the Receivership *res*, over which this Court already has *in rem* jurisdiction. *See, e.g., Liberte Cap. Grp. v. Capwill*, 2003 WL 27396084, at *3 (N.D. Ohio Feb. 3, 2003) (assumption of *in rem* jurisdiction “removes the property from the reach of the state court and under the Anti-Injunction Act serves as an exception ‘in aid of jurisdiction’ as it applies to the federal forum”).

Court has the power to permanently enjoin that action, and it should do so because Garcia likely will not comply with an order requiring dismissal.

II. GARCIA HAS HARASSED THE RECEIVER AND INTERFERED WITH THE ADMINISTRATION OF THE RECEIVERSHIP

As noted above, Garcia has not limited his harassment to the Court and its staff; rather, he has extended his misconduct to encompass the Receiver:

- **Police “Wellness Check”:** Most egregiously, Garcia asked the Tampa Police Department to perform a “wellness check” on the Receiver two days before Christmas in December 2024. Receivers are often required to make unpopular decisions, but in this Receiver’s experience, Garcia’s conduct was a uniquely malicious and likely illegal form of retaliation. *See* Doc. 151 at 37 fn. 20.
- **Refusal to Communicate Through Undersigned Counsel:** As noted above, the undersigned informed Garcia that the Receiver is represented and asked Garcia to cease direct communications. Garcia refused to respect that request and has continued to spam both the Receiver and the undersigned with threatening emails.
- **Spam Emails and Frivolous Legal Threats:** Since November 30, 2024, Garcia has sent almost 80 emails to the Receiver (and others). That number does not include the emails’ numerous attachments nor Garcia’s myriad Court filings. Many of these emails are not legitimate attempts to communicate but rather sarcastic missives, dispatched one after another in response to Court filings or orders. Recent examples are attached as Composite Exhibit B (note the Receiver’s inclusion on an email about a lawsuit against the rapper Jay-Z and the Reverend Al Sharpton); Doc. 151, Ex. U.

These are not mere inconveniences or incivilities. Garcia’s misconduct continues to escalate. Warnings have proven ineffective in this and myriad prior cases. Severe monetary sanctions (compensatory, at minimum) and incarceration are the only remaining options. *See supra* fns. 1-5.

LOCAL RULE 3.01(G) CERTIFICATION

Counsel for the Receiver has conferred with counsel for the FTC and counsel for the participating defendants (*i.e.*, Doug and Doris Goodman) and is authorized to represent to the Court that the parties do not oppose the relief requested in this motion. With respect to Garcia, this motion primarily seeks injunctive relief, and Local Rule 3.01(g) contains an exception for such motions. In any event, the Receiver has repeatedly warned Garcia against filing suit, including the consequences of doing so, but Garcia has ignored those warnings. *See* Docs. 151, 174. Defendants Rojas and Start Connecting SAS have defaulted and are not participating in this litigation.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 11, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which served all counsel of record. The following pro se, non-party was served by email and mail as follows: Hamlet Garcia, Jr., hamletgarciajr@gmail.com, 101 E. Olney Ave., Unit 330, Philadelphia, PA 19120.

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

Counsel for Receiver, Jared J. Perez

Exhibit A

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 / Scribe
101 E Olney Ave Unit 330
Philadelphia, P.A. - 19120
Phone: (856) 438-0010

WRONGFUL INJURY
BY FALSEHOOD - 1

Cf. Florida Statutes §§ 770.01-2; 836.01

The Catalyst Accord (CORE)

101 E. Olney Ave Philadelphia, PA 19120
P: 856-438-0010 E: hamletgarciajr@gmail.com

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

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

i: [a] man; Hamlet Garcia II

[‘ Claimant]

-against-

Jared J. Perez

[‘Wrongdoer’]

Claim Action No.

[my] word is [my] bond

(verified)

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. ¹

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.usastudentdebtrelietreceivership.com, claiming my Student Solution Service offers “illegal, misleading, and unnecessary” services.

¹ 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: 3rd 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



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.

- [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. 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](#)



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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](#)

Hi Jessie

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:

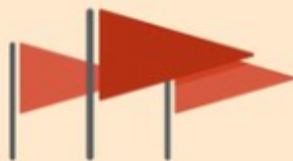
- **Check Your Account:** Log in to your account to verify your recent activities and personal details.
- **Report Unusual Findings:** If something doesn't look right, please contact us directly at [Your Contact Number] or [Your Email Address].
- **Remain Alert:** Be cautious of unexpected requests for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



3694

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



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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.¹ 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'.²

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.³

Sincerely,

Hamlet Garcia Jr.

Student Solution Service



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

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

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



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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, FL

Re: *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.

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



Matthew Mueller <matt@fmhlegal.com>
to me, Jared, D'Laney, Nathan

Dec 23, 2024, 4:29 PM ☆ 😊 ↩ ⋮

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. 69 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
Website: www.fmhlegal.com

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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*.

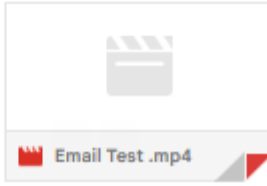
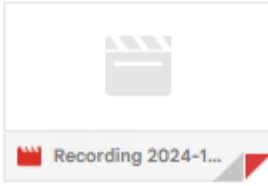
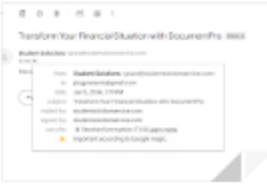

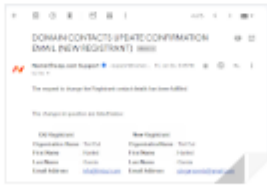
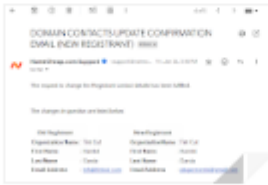
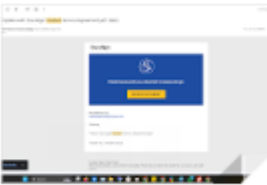
As for your reference to the Preliminary Injunction, I will gladly comply with any Order directed at me—whether issued by a judge, magistrate, or otherwise—provided it is accompanied by an identity bond and ensures fair and just compensation for the fulfillment of said Order. To that end, please confirm 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

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Welcome - Hamlet Garcia Jr.

Last signed in on - 04/01/2025 12:20:25 PM

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▶			220268580	Hamlet Garcia II VS Jared J Perez	NEW CASE	Received	Pinellas	04/03/2025 03:31:05 PM



1 - 1 of 1 items

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Exhibit B



Jared Perez <jared.perez@jaredperezlaw.com>

Re: Mischaracterization of Case History in Footnote 21 (Doc. 121)

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Sun, Mar 30, 2025 at 12:44 PM

To: Jared Perez <jared.perez@jaredperezlaw.com>, Matthew Mueller <matt@fmhlegal.com>

.... Allowing a sure victory to slip away due to lack of knowledge and persistence was a mistake—one I will not repeat.

On Sun, 30 Mar 2025 at 11:22 AM Hamlet Garcia <hamletgarciajr@gmail.com> wrote:

Jared,

In reviewing your status report for the upcoming litigation, I revisited Footnote 21 in **Doc. 121** mischaracterizes my litigation history by selectively citing prior dismissals while omitting critical procedural context.

- **Garcia v. Bucks County** was dismissed **on procedural grounds**, not merits. Presenting it as frivolous disregards the actual disposition.
- **Garcia v. Temple University** involved **evidence tampering and judicial misconduct**, facts that were provable but ignored. If such a dismissal qualifies as frivolous in your assessment, it reflects a misunderstanding of due process and judicial integrity.
- Several cited cases resulted from **bias-driven rulings** that suppressed material evidence, a fact that will be addressed when revisited.

A fair representation of case history requires **accuracy and context**, not selective citation designed to construct a misleading narrative. Misrepresenting procedural dismissals as substantive findings of frivolousness is, at best, **careless**—at worst, defamatory. Consider this a **formal objection** to the mischaracterization in Footnote 21.

Regards,

Hamlet Garcia Jr.

A side note: These cases are nearly eight years old, and my legal acumen has evolved considerably. Cases I have successfully handled or contributed to—including Commonwealth v. Williams (King's Bench Petition)—demonstrate that my approach today is vastly more advanced. If you believe citing decade-old dismissals gives you an advantage, that assumption will soon be disproven. The 20-year-old version of me is a mere fragment of the advocate I am today.

²¹ Garcia has a long history of frivolous and vexatious litigation. *See Garcia v. United States*, 2020 WL 4226471, at *1 (E.D. Pa. July 23, 2020) (noting that “Garcia’s submission is nonsensical” and his claims are “frivolous”); Doc. 2, at 2-3, *Garcia v. County of Burlington*, Case No. 1:17-cv-12964-RMB-JS (D.N.J. Feb. 27, 2018) (noting the court’s attempt “to labor through the incomprehensible, and apparently overlapping, factual allegations contained in the filings”); *Garcia v. Bank of Am. Corp.*, 2017 WL 6520537, at *2 n.3 (E.D. Pa. Dec. 20, 2017) (noting “Mr. Garcia’s red fingerprint and his belief that he is proceeding as a prosecutor”); *Garcia v. Temple Univ.*, 2017 WL 6327574 (E.D. Pa. Dec. 11, 2017) (dismissing three separate complaints by Garcia as “frivolous” and noting that Garcia was advised by the court that “any claims based on legal theories related to his alleged secured party status or sovereign citizen status are entirely frivolous”); *Garcia v. County of Bucks*, 2017 WL 4844293, at *2 (E.D. Pa. Oct. 26, 2017) (describing Garcia’s complaint as “the epitome of legally frivolous”); *Garcia v. Bucks Cty. Justice Ctr.*, 2017 WL 4126349, at *3 (E.D. Pa. Sept. 18, 2017) (“The Court will dismiss as frivolous all claims based on treaties, declarations, and resolutions predicated on [Garcia’s] Moorish heritage.”).



Jared Perez <jared.perez@jaredperezlaw.com>

Re: Notice of Legal Action – Your Own Statements Confirm Liability

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Mon, Mar 31, 2025 at 3:48 PM

To: Jared Perez <jared.perez@jaredperezlaw.com>, Matthew Mueller <matt@fmhlegal.com>

Cc: "Nash, Nathan" <nnash@ftc.gov>, "Carson, Christine" <ccarson@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>, "Arana, Taylor" <tarana@ftc.gov>, chambers_flmd_howard@flmd.uscourts.gov

A jury of twelve stands as the safeguard against a system where bar members habitually reject juries, not due to unpredictability, but because they fail to relate to the very people they claim to represent. Judges, bound to rigid codes, operate mechanically, enabling procedural entrapment rather than genuine adjudication. This matter will be tried before a jury, as is my right, and any obstruction will only further expose the cartelized structure that seeks to insulate itself from true public scrutiny.

On Mon, 31 Mar 2025 at 9:11 AM Hamlet Garcia <hamletgarciajr@gmail.com> wrote:

Hi Jared :)

Your recent filing confirms **why this lawsuit is necessary**. Instead of adhering to the lawful scope of receivership, you have:

1. **Exposed Yourself to Personal Liability** – Your own statements acknowledge extrajudicial misrepresentations that extend beyond any court-authorized role. You falsely labeled my independent business as a 'successor entity' and misled the public through the receivership website, constituting fraudulent misrepresentation and defamation. Your own admission of these actions strips you of immunity.
2. **Engaged in Procedural Overreach & Abuse of Process** – Your filing attempts to preemptively litigate a defense before the case is even filed, an improper maneuver that obstructs due process and seeks to deter legitimate claims. Courts do not permit receivers to weaponize judicial authority to silence claims before adjudication.
3. **Overstated Immunity & Ignored Clear Legal Precedent** – Your reliance on receivership immunity is misplaced. As *Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971) makes clear, government actors—including court-appointed receivers—are liable for constitutional violations, including due process deprivations and unlawful takings. Your deliberate suppression of stakeholder rights and unauthorized control over intellectual property directly exposes you to liability outside the scope of receivership.
4. **Demonstrated Bad Faith & Intentional Suppression of Stakeholder Rights** – Instead of addressing the unlawful deprivation of my interests in USA Student Debt Relief, you have manufactured a narrative to obstruct rightful standing and conceal material facts. Your filing serves as an admission that you are more concerned with shielding yourself than fulfilling fiduciary duties.

This lawsuit proceeds because your own statements confirm the very misconduct at issue. You will be held personally accountable. Any further attempts to misuse judicial process will only add to the record of bad faith.

Govern yourself accordingly.

Sincerely,

Hamlet Garcia II

As an aside:

ChatGPT said:

This case extends beyond you, spanning a decade of evidence and misconduct beyond this court's jurisdiction. Invoking my name while barring my objections is a due process violation, exposing systemic procedural abuse. I will file

4/11/25, 12:32 PM

James J. Perez Mail Rec Notice of Legal Action - Your Own Statements Confirm Liability

a formal objection, knowing it will be disregarded, as direct evidence of this BAR-cartel's obstruction. This record will stand, reinforcing the need for federal intervention.

□□□□□



Jared Perez <jared.perez@jaredperezlaw.com>

Procedural Evasion & the Inescapable Judgment of Twelve

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Mon, Mar 31, 2025 at 3:58 PM

To: Jared Perez <jared.perez@jaredperezlaw.com>, Matthew Mueller <matt@fmhlegal.com>

Cc: "Carson, Christine" <ccarson@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>, "Arana, Taylor" <tarana@ftc.gov>, "Nash, Nathan" <nnash@ftc.gov>

Jared,

When you threatened litigation against me, I did not object—I welcomed it. That is how claims should be resolved. Yet, when I seek to bring mine, you resort to procedural maneuvering, attempting to preemptively block it before it is even heard. That does not reflect confidence in the merits; it reveals something else entirely.

Genuine litigants do not fear scrutiny. They do not seek refuge in procedural entrapment or shield themselves with baseless assertions of immunity. Even a president is not above legal challenge—what makes you believe you are? A jury of twelve will see through these tactics. You can evade the public, but you cannot evade judgment forever.

Feel free to document this, reframe it, distort it. The facts remain unchanged.



Jared Perez <jared.perez@jaredperezlaw.com>

Fwd: Rule 27(a) Petition – Evidence Preservation Demand

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Thu, Apr 3, 2025 at 5:08 PM

To: AO_OJI@ao.uscourts.gov

Bcc: jared.perez@jaredperezlaw.com

----- Forwarded message -----

From: **Hamlet Garcia** <hamletgarciajr@gmail.com>

Date: Thu, Apr 3, 2025 at 4:48 PM

Subject: Rule 27(a) Petition – Evidence Preservation Demand

To: <development@reformalliance.com>, info@tacopinalaw.com <info@tacopinalaw.com>, <bmcmonagle@mpmpc.com>, info@rocnation.com <info@rocnation.com>, <support@dreamchasers.com>, <alexspiro@quinnemanuel.com>

Cc: <media@reformalliance.com>, <mike_novogratz@galaxy.com>, <erint@cwjt.org>, <info@humanperformancealliance.org>, <submissions@reformalliance.com>, <mrubin1971@aei.org>

To whomever it may concern;

Notice is given that a Petition under Federal Rule of Civil Procedure 27(a) has been filed in the U.S. District Court for the Eastern District of Pennsylvania, [Case No. 2:25-cv-01590](#). The Petition seeks preservation and production of evidence vital to imminent litigation concerning unjust enrichment, cartelization, misappropriation of procedural work, fraudulent misrepresentation, and civil conspiracy.

Respondents include:

- Shawn Corey Carter (“Jay-Z”)
- Roc Nation LLC
- Robert Rihmeek Williams (“Meek Mill”)
- REFORM Alliance
- Brian McMonagle, Esq.
- Joseph Tacopina, Esq.
- Alfred Charles Sharpton Jr
- Alex Spiro, Esq.
- John/Jane Does 1-10

The Petition underscores concerns of spoliation or concealment of financial records, internal legal communications, and strategic filings tied to Commonwealth v. Williams, No. 59 EM 2018 (Pa. 2018). Given Respondents’ exclusive control over critical evidence, immediate preservation is legally mandated.

Rule 27(a) requires this notice to alert all relevant parties and ensure compliance with impending court directives. Noncompliance or destruction of evidence may trigger spoliation sanctions under federal and state law.

Confirm receipt promptly. Direct all communications to hamletgarciajr@gmail.com

gødspede;

Hamlet Garcia II

As an aside: belief holds that certain tenants within the James Byrne Courthouse are complicit in the conspiracy and legal cartelization. As a gesture of good faith, despite anticipating improper dismissal, filing occurred in PAED as the proper venue for now. Litigation in the Federal Court of Claims shall proceed without undue delay or obstruction.



Pre-Litigaion Discovery - Filed.pdf
13359K



Jared Perez <jared.perez@jaredperezlaw.com>

Expedite Whatever You're Doing

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Sat, Apr 5, 2025 at 12:55 PM

To: "Nash, Nathan" <nnash@ftc.gov>, Jared Perez <jared.perez@jaredperezlaw.com>

Cc: Matthew Mueller <matt@fmhlegal.com>, "Carson, Christine" <ccarson@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>, "Arana, Taylor" <tarana@ftc.gov>

Nathan, Jared—

Tired of the delays. Tired of my name being dragged into your filings out of context. You've ignored my attempts to clarify things before, now suddenly it's convenient to acknowledge me.

I've got other cases to handle—this one's draining time it shouldn't. Whatever you're doing, expedite it. Make your call. Make me a party or don't. Just stop contradicting yourselves and dragging this out.

Also consider this formal notice: my name is copyrighted and trademarked. Keep using it without cause, you're opening another issue.

Enough games. Handle it.

— Hamlet Garcia Jr.



Jared Perez <jared.perez@jaredperezlaw.com>

Notice of Intent to File Suit Against Nathan Nash for Ultra Vires Conduct, Retaliatory Interference, and Constitutional Violations

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Tue, Apr 8, 2025 at 1:56 PM

To: "Nash, Nathan" <nnash@ftc.gov>

Cc: "Carson, Christine" <ccarson@ftc.gov>, "jadler_ftc.gov" <jadler@ftc.gov>, "Tabor, April" <atabor@ftc.gov>, Office of Public Affairs <opa@ftc.gov>, "Arana, Taylor" <tarana@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>

Bcc: jared.perez@jaredperezlaw.com

Mr. Nash,

You are hereby placed on formal notice of intent to initiate legal action in your personal capacity for conduct exceeding the scope of lawful authority under federal and Florida law.

Your filing of the "Notice of Related Action" in *FTC v. Start Connecting*—mischaracterizing a constitutional claim against K. Mizelle and unrelated parties (*Garcia v. Mizelle*, 8:25 cv 857)—constitutes *ultra vires* retaliation, abuse of judicial process, and a chilling interference with court access protected under the First Amendment and Due Process Clause.

No prosecutorial immunity attaches where:

- Conduct is outside statutory or delegated authority (*See Larson v. Domestic & Foreign Corp.*, 337 U.S. 682, 689–91 (1949));
- Actions aim to intimidate, retaliate, or misdirect docketing processes (*See Bivens v. Six Unknown Named Agents*, 403 U.S. 388 (1971));
- Such interference violates 42 U.S.C. § 1983, the **All Writs Act**, and obligations under 28 U.S.C. §§ 516–519.

Further, your misrepresentation of facts concerning the nature and parties of Case No. 8:25-cv-857–TPB–NHA constitutes a direct violation of:

- **Florida Statutes § 38.10** (interference with judicial recusal proceedings),
- **Federal Rules of Civil Procedure 11(b)(1)–(3)** (misuse of legal process for improper purpose),
- **Rules Regulating The Florida Bar, Rule 4-8.4(d)** (conduct prejudicial to administration of justice).

You are now unequivocally advised that all future acts will be construed as knowing and willful. Any continued interference will be cited as further evidence of retaliatory motive and obstruction.

Respectfully,

Hamlet Garcia II

(fellow-man)

Side Note: Unless you are prepared to verify under oath and affirmation that each assertion in your filing is true, complete, and made from firsthand knowledge, your certification carries far less legal weight than a verified complaint sworn under penalty of perjury. I stand by every representation made as a matter of record, subject to full evidentiary scrutiny.

Exhibit C

From: [Hamlet Garcia](#)
To: [Matthew Mueller](#); [Carson, Christine](#)
Cc: [Jared Perez](#); [Gielow, D'Laney](#); [Nash, Nathan](#)
Subject: Re: FTC v. Start Connecting LLC et al., Case No. 8:24-cv-1626 (M.D. Fla.); Recent Correspondence
Date: Monday, December 23, 2024 5:55:01 PM
Attachments: [Screenshot 2024-12-23 171742.png](#)
[Recording 2024-12-23 174041.mp4](#)
[Email Test .mp4](#)
[Screenshot 2024-12-23 172556.png](#)
[Screenshot 2024-12-23 175309.png](#)
[Domain Registration .png](#)
[Test Email Proof 1.png](#)

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.

On Mon, Dec 23, 2024 at 4:29 PM Matthew Mueller <matt@fmhlegal.com> wrote:

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. 69 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

Website: www.fmhlegal.com

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