

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

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

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

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

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

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

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

Defendants.

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

**PLAINTIFF'S THIRD AMENDED NOTICE OF RELATED ACTIONS**

In accordance with Local Rule 1.07(c) and the Case Initiation Order, *see* (Doc. 11 at 1, 5), I certify that there are now three related civil cases, all of which were filed *pro se* by Hamlet Garcia, Jr.: (1) a defamation suit pending

in Pinellas County's Small Claims Court that was filed on April 3, 2025, against the Court-appointed Receiver, Jared J. Perez, *see Garcia v. Perez*, Case No. 25-003322-SC (Fla. Pinellas Cty. Ct. filed Apr. 3, 2025); (Docs. 177-1, 177-2); (2) a case filed in the U.S. District Court for the Middle District of Florida that has been dismissed with prejudice, *Garcia v. Mizelle*, 2025 WL 1069270 (M.D. Fla. Apr. 8, 2025); and (3) an emergency petition in Florida's Sixth Judicial Circuit seeking a declaration that his small claims defamation suit may proceed, *see Garcia v. Judicial Threats to Interstate Access to Florida Courts*, Case No. 25-001864-CI (Fla. Cir. Ct. filed Apr. 12, 2025) (Docket Sheet attached as Exhibit 1).

### **1. Pinellas County Small Claims Defamation Case**

As previously discussed in the FTC's First Amended Notice of Related Action, Mr. Garcia's small claims lawsuit claiming defamation from a post on the Receivership website is related to this case as an improper challenge to actions taken by the Receiver pursuant to his appointment by this Court, *see* (Docs. 13, 69, 78); an unlawful end-run around this Court's filing restriction, *see* (Doc. 156); and a clear violation of multiple provisions of the preliminary injunction orders, *see* (Doc. 69 at 34-35); (Doc. 78 at 35-36). *See generally* (Doc. 177) (explaining that this Court may enjoin the small claims lawsuit).

### **2. Dismissed Middle District of Florida Case**

Mr. Garcia's federal lawsuit against the Clerk of Court and the

presiding judge for alleged issues related to his ability to file into this case was dismissed with prejudice on April 8, 2025. *See Garcia*, 2025 WL 1069270, at \*2. Mr. Garcia has since moved for reconsideration of the dismissal under Rules 59(e) and 60(b). *See* Movant’s Motion for [Re]Consideration, Dkt. 10, *Garcia v. Mizelle*, Case No. 8:25-cv-857-TPB-NHA (M.D. Fla. Apr. 11, 2025).

### **3. New Emergency Petition in Florida’s Sixth Judicial Circuit**

On April 12, 2025, Mr. Garcia filed an emergency petition in Florida’s Sixth Judicial Circuit against unnamed “Federal Officers or Receivers.” *See* Emergency Petition for Declaratory Relief, *Garcia v. Judicial Threats to Interstate Access to Florida Courts*, Case No. 25-001864-CI (Fla. Cir. Ct. filed Apr. 12, 2025) (petition attached as Exhibit 2).<sup>1</sup> Mr. Garcia’s petition seeks a declaration from a Florida state court that “any attempt by the federal court or receiver to interfere” with his state court litigation against the Receiver “constitutes unconstitutional and unlawful overreach.” Ex. 2 at 5. Put another way, Mr. Garcia’s emergency petition asks a state court to limit this Court’s preliminary injunction orders prohibiting separate suits against and interference with the Court-appointed Receiver, *see* (Doc. 69 at 34–35); (Doc. 78 at 35–36); *see generally Barton v. Barbour*, 104 U.S. 126, 128 (1881), and to short-circuit this Court’s consideration of the Receiver’s pending

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<sup>1</sup> Although no defendant is named in Mr. Garcia’s Sixth Judicial Circuit case, he included the Receiver, the Receiver’s counsel, and the FTC’s lead counsel on the service list.

motion for an order to show cause, (Doc. 179). Mr. Garcia's petition also marks another clear attempt to evade this Court's filing bar, *see* (Doc. 156), and find another forum to relitigate issues already decided by this Court.

\* \* \*

Mr. Garcia has now filed three separate related cases in less than two weeks seeking to interfere with this Court's jurisdiction and the Receiver's execution of his appointed duties. Based on Mr. Garcia's communications to counsel, it appears this pace of multiplying litigation may continue unless he is further deterred by this Court. *See, e.g.*, (Doc. 179-2 at 10) (Mr. Garcia threatening legal action against the undersigned based on the FTC's Second Amended Notice of Related Actions); (Doc. 174-3 at 2–3) (Mr. Garcia threatening a sprawling antitrust lawsuit against counsel and judicial officers); Email from Hamlet Garcia, Jr., to Matthew Mueller (Apr. 12, 2025, 05:09 CDT) (attached as Exhibit 3) (Mr. Garcia threatening a “formal attorney misconduct complaint,” along with claims for “abuse of process” and “malicious prosecution,” following the filing of the Receiver's motion for an order to show cause). Even if Mr. Garcia's multiplying lawsuits are ultimately all dismissed, any suits that require the Receiver to appear and mount a defense will divert Receivership funds from injured consumers, and the ongoing threat of suit would likely prevent the Receiver from winding up the Receivership, thereby interfering with final resolution of this case.



Dated: April 14, 2025

Respectfully submitted,

/s/ Nathan H. Nash

Nathan Nash

D'Laney Gielow

Federal Trade Commission

Midwest Region

230 S. Dearborn, Suite 3030

Chicago, Illinois 60604

Phone: (312) 960-5624

E-mail: nnash@ftc.gov

dgielow@ftc.gov

Attorneys for Plaintiff

FEDERAL TRADE COMMISSION

**CERTIFICATE OF SERVICE**

I certify that, on or about April 14, 2025, I filed this notice using the Court's electronic filing system, which will deliver a copy of this filing to all counsel of record. I further certify that I am causing a copy of this notice to be sent via email to the following *pro se* defaulted Defendant:

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

/s/ Nathan H. Nash  
Attorney for Plaintiff FTC

# EXHIBIT 1

Sixth Judicial Circuit Case Docket Sheet  
as of April 14, 2025

*Garcia v. Judicial Threats to Interstate  
Access to Florida Courts, Case  
No. 25-001864-CI*



**KEN BURKE, CPA**

CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
PINELLAS COUNTY, FLORIDA

25-001864-CI : HAMLET GARCIA , II Vs. JUDICIAL THREATS TO INTERSTATE ACCESS TO FL COURTS

Case Type:	DECLARATORY - CIRCUIT	Date Filed:	04/12/2025
Status:	OPEN	Court:	Section 11
Judicial Officer:	AMY M WILLIAMS	UCN:	522025CA001864XXCICI
Citation Number:			

Parties		
Name	Type	Attorney
HAMLET GARCIA II	PLAINTIFF	
JUDICIAL THREATS TO INTERSTATE ACCESS TO FL COURTS	DEFENDANT	

Events & Documents				
Date	Event	Comments	Docket Number	Pages
04/12/2025	APPLICATION FOR INDIGENT STATUS APPROVED		12	1
	Party: GARCIA , HAMLET			
04/12/2025	EXHIBIT	H SUMMARY OF LEGAL DEFENSES TO ACTORS CONTEMPT MOTION	11	2
04/12/2025	EXHIBIT	G RECEIVERS MOTION TO ENJOIN AND SANCTION STATE COURT ACTION	10	28
04/12/2025	EXHIBIT	F EMAIL CORRESPONDENCE WITH FEDERAL ACTORS	9	11
04/12/2025	EXHIBIT	E ACTIVE CLAIM AGAINST JARED	8	6
04/12/2025	EXHIBIT	D FORMAL ADVISORY ON LAWFUL BUSINESS OPERATIONS	7	9
04/12/2025	EXHIBIT	C FORMAL WARNING AND NOTICE OF LAWFUL VIOLATIONS	6	3
04/12/2025	EXHIBIT	B EMAIL ON STUDENT LOAN AWARENESS	5	8
04/12/2025	EXHIBIT	A STUDENT SOLUTION SERVICE WARNING	4	2
04/12/2025	PETITION	EMERGENCY PETITION FOR DECLARATORY RELIEF	3	5

Date	Event	Comments	Docket Number	Pages
04/12/2025	CIVIL COVER SHEET - E-FILED		2	3
04/12/2025	APPLICATION FOR INDIGENT STATUS (FEE WAIVER)		1	1

Date	Description	Doc	Pages

# EXHIBIT 2

Emergency Petition and Exhibits

*Garcia v. Judicial Threats to Interstate  
Access to Florida Courts, Case  
No. 25-001864-CI*

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

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at: The Circuit Court of the Sixth Judicial Circuit  
at; and/or; for Pinellas County, Florida

PINELLAS COUNTY JUSTICE CENTER  
14250 49th Street North, Clearwater, FL 33762

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**i: Hamlet [Garcia II]**

**Claimant//man/△;**

**-[against]-**

**Judicial Threats to Interstate Access to Florida Courts**

**by Federal Officers or Receivers in Case**

**8:24-cv-01626-KKM-AAS (M.D. Fla.) <sup>1</sup>**

**Respondent/π.**

Pending at: Pinellas County, Circuit  
Court of the Sixth Judicial Circuit  
Depository Case No. \_\_\_\_\_

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**Emergency Petition for Declaratory Relief to  
Protect Constitutional Right of Access to Court  
and Prevent Unlawful Federal Interference**

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<sup>1</sup> Fla. Stat. § 86.021, which permits suit against:

“any person... whose rights, status, or other equitable or legal relations are affected  
by a statute, order, regulation, contract, or franchise...”

*Garcia v. Federal Actors*

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

## **PRELIMINARY STATEMENT**

Comes now Hamlet Garcia II, a [Pennsylvanian] man and claimant in an active Florida defamation suit, seeking a judicial declaration that he may lawfully proceed in state court without interference, sanction, or contempt threats from a federal receivership action in which he is neither a party nor a recipient of service.

## **FACTS**

- Claimant resides in Pennsylvania and filed a Florida small claims action (*Garcia v. Perez*) on April 3, 2025, for defamation under Fla. Stat. §§ 770.01–.02, 836.01.
- The case arises from a November 5, 2024, public consumer “warning” posted by a man, Jared J. Perez, misidentifying Claimant’s independent business as a successor entity without proof. [*See* 25-003322-SC]
- On or about March 30, 2025, Jared and his counsel filed federal notices and motions (Docs. 174, 179) seeking to enjoin Claimant’s Florida action, impose contempt, daily fines, and potential incarceration. [*Cf.* 28 U.S.C. § 2283 – *Anti-Injunction Act* ]
- Claimant is not a party to the federal case (8:24-cv-01626-KKM-AAS), was not properly served, and is barred from responding due to an unconstitutional judicial order preventing filings unless through Florida counsel, which he cannot afford.

## **EMERGENCY DEMAND FOR DECLARATORY RELIEF - 2**

*Cf.* Fla Const. Art. I § 21 | § 86.011, Fla. Stat.

**The Catalyst Accord (CORE)**

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



*Garcia v. Federal Actors*

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

- The filing ban and contempt motion target protected petitioning activity (filing a defamation suit), which threatens Claimant’s constitutional right to access court.

### **LEGAL BASIS FOR DECLARATORY RELIEF** <sup>2</sup>

Claimant invokes:

- **Fla. Const. art. I, § 21** – “The courts shall be open to every person for redress of any injury...”
- **28 U.S.C. § 2283** – Prohibits federal courts from enjoining state court proceedings except under narrow exceptions, none of which apply.
- **Anti-Injunction Act** and Florida doctrine of comity – Protect state proceedings from unwarranted federal intrusion.

### **RELIEF SOUGHT**

Claimant demands a declaration that:

- He has a right to pursue his defamation claim in Florida court without federal interference;

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<sup>2</sup> The federal actors attempt—via contempt threats and injunctive demands—to interfere with this nonresident Claimant’s pursuit of a personal tort claim in a Florida court not only disrupts state adjudicative authority, it constitutes an affront to Florida’s constitutional sovereignty. Florida courts are not enforcement arms of federal equity receiverships. They are independent constitutional tribunals. Any effort to criminalize, enjoin, or penalize state court access by extrajudicial means demands firm repudiation—not compliance.

*Garcia v. Federal Actors*

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

- Any contempt or sanction arising from this state action would violate state constitutional protections;
- No lawful grounds exist under current federal law or equity doctrine (including *Barton* and *Rule 65(d)(2)*) to enjoin or punish this filing;
- Florida courts retain sovereign authority to adjudicate local tort claims by out-of-state residents.

**PRAYER FOR RELIEF**

**WHEREFORE**, Claimant respectfully prays for:

- An emergency hearing,
- A declaratory ruling protecting Claimant's right to proceed,
- A finding that any attempt by the federal court or receiver to interfere constitutes unconstitutional and unlawful overreach.

Respectfully submitted,

/s/ Hamlet Garcia II

101 E Olney Ave., Unit 330

Philadelphia, PA 19120

HamletGarciaJr@gmail.com | (856) 438-0010

Date: April 12th, 2025

*Garcia v. Federal Actors*

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

**CERTIFICATE AND VERIFICATION OF GOOD FAITH**

Consistent with: Fla. R. Civ. P. 1.010, Fla. R. Jud. Admin. 2.515, and Local Rule 2.514, the undersigned certifies the following in connection with the Emergency Petition for Declaratory Relief filed in the above-captioned matter: (i) **Good Faith Basis** — This submission is made with a well-founded belief that material legal and factual errors were committed in the Court’s prior actions, and that reconsideration is warranted to preserve judicial integrity, procedural fairness, and adherence to controlling precedent. The filing is not interposed for delay, harassment, or any improper purpose; (ii) **Substantive Merit** — The issues raised are non-frivolous and grounded in a genuine dispute over access to courts and federal interference, warranting corrective review under the applicable procedural rules; and (iii) **Procedural Compliance** — The undersigned affirms familiarity with, and intent to comply with, the Florida Rules of Civil Procedure and the Local Rules of the Sixth Judicial Circuit Court, including Fla. R. Civ. P. 1.100, 1.510, and 1.140.

i; declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct; executed on this 12<sup>th</sup> day of April, 2025.

/s/ Hamlet Garcia II

Hamlet Garcia II (man)  
Real Party in Interest  
101 E. Olney Ave, Unit 330  
Philadelphia, PA 19120  
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](https://studentaid.gov).

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

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



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



# **Exhibit Cover Page**

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

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

**EXHIBIT NUMBER B**



## Student Solution Program



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



# STUDENT LOAN

## AWARENESS



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](#)



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.

3744

# 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](#)

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:

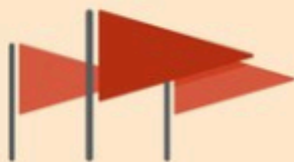
- **Check Your Account:** Log in to your account to verify your recent activities and personal details.
- **Report Unusual Findings:** If something doesn't look right, please contact us directly at [Your Contact Number] or [Your Email Address].
- **Remain Alert:** Be cautious of unexpected requests for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



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

Hi Hamlet,

As of January 1, 2014, the Internet Corporation for Assigned Names and Numbers (ICANN) has mandated that all ICANN-accredited registrars verify WHOIS contact information for all new domain registrations and Registrant contact modifications.

The following change has been made to the Registrant contact information for one or more of your domains and requires verification:

Name	Hamlet Garcia
Address 1	5220 N Mascher St, Philadelphia, PA 19120
Address 2	1st Floor
City	PHILADELPHIA
State Province	PA
Postal Code	19120
Country	US
Email Address	<a href="mailto:plugpresents@gmail.com">plugpresents@gmail.com</a>

As a Registrant with Namecheap, you must agree to Namecheap's [Registration Agreement](#). Please click the link below to verify the Registrant email address and explicitly consent to the terms of our Registration Agreement. You have until 02/02/2024 to verify this email address and agree to the Registration Agreement. After this date, the request will be canceled and no changes to the Registrant contact details will be processed.

[Click here to verify your email address](#) and agree to the Registration Agreement.

If the above link does not work, please copy and paste the following URL into an open web browser to complete the verification process:

<https://raa.namecheap.com/ConfirmProfile.aspx?VerificationKey=6f924b0d-d881-433d-9782-8c42fa8f2e95>

Once you click the link, your Registrant email address will be instantly verified for the following domain(s):



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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.<sup>1</sup> Your assertions, as articulated on the website, states, *inter alia*, that:

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

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

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

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

Sincerely,

*Hamlet Garcia Jr.*

**Student Solution Service**



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

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

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







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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.

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## Compliance Steps

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

## Addressing Non-Responses

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

## Legal Context and Case References

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

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

## 2. Relevant Case Studies:

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

---

## Additional Recommendations

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

---

## Confidential and Privileged Communication

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

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



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

Dec 23, 2024, 4:29 PM

to me, Jared, D'Laney, Nathan

Good afternoon Mr. Garcia,

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

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

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

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

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

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*.

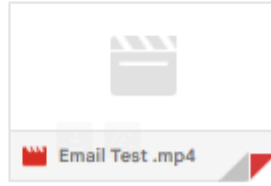
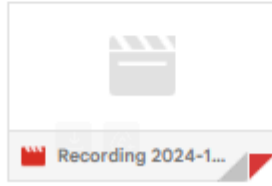
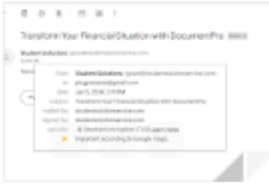

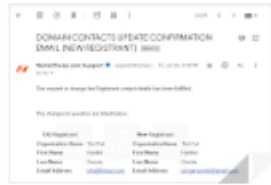
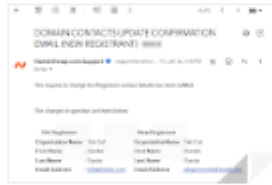
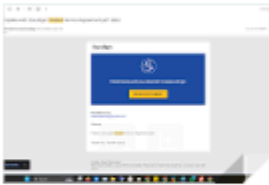
As for your reference to the Preliminary Injunction, I will gladly comply with any Order directed at me—whether issued by a judge, magistrate, or otherwise—provided it is accompanied by an identity bond and ensures fair and just compensation for the fulfillment of said Order. To that end, please confirm 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, 2:19PM

subject: Transform Your Financial Situation with DocumentPro

mailed-by: studentsolutionservice.com

signed-by: studentsolutionservice.com

security: Standard encryption (TLS) [Learn more](#)

: Important according to Google magic.



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



# **Exhibit Cover Page**

## **ACTIVE CLAIM AGAINST THE MAN JARED (25-003322-SC)**

Re: DOCKET AND FILINGS IN 25-003322-SC

**EXHIBIT NUMBER E**



- View NEF My Cases My Submissions Sign Out  
 Pleading on Existing Case Case Initiation  
 Filings Access Workbench My Alerts E-Filing Map  
 DIY Documents CCIS

My Account ▼ Filing Options ▼

Welcome - Hamlet Garcia Jr.  
Last signed in on - 04/01/2025 12:20:25 PM

- **06/23/2014** Non Attorney and Self Represented filers are encouraged to review the online training manual for instructions on how to eFile. A training video is also available on the main ePortal website under Help -> Training Videos - Training for the Self Represented Litigant Filer.
- **04/14/2014** Please be advised when filing in traffic cases you must use the UCN number to populate the Sequence# field. Example: For 522014TR"00000"XXXXXX – the numbers between the quotes should be used for the Sequence #.

## Filing Received Confirmation

Help

**8 documents are successfully submitted for filing to Trial Court for Pinellas County, Florida County Civil Division**  
**Court Case # you have provided is NEW CASE**  
**Reference # for this filing is 220268580**

**Important: If you should contact the court about any document in this filing, please provide this Submission # to help us locate this filing.**

You may want to print this page for your records. [Print](#)

### Recent Filings

Refresh

	Pleading	Proposed Document	Submission/NEF	Case Style/Docket	Court Case #	Status	Court	Submission Date
▶			220268580	Hamlet Garcia II VS Jared J Perez	NEW CASE	Received	Pinellas	04/03/2025 03:31:05 PM

◀ ◁ 1 ▷ ▶

1 - 1 of 1 items

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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. <sup>1</sup>

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

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

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

---

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

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

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

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

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

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

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

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



*Respectfully submitted,*

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

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

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



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



# **Exhibit Cover Page**

## **Email Correspondence with Federal Actors & Jared: Lack of Jurisdiction & Ultra Vires Acts**

Re: Disavowal of Relatedness Between Garcia v. Perez and FTC v.  
Start Connecting, Case No. 8:24-cv-01626-KKM-AAS

## **EXHIBIT NUMBER F**



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



Inbox x



Hamlet Garcia <hamletgarciajr@gmail.com>

Tue, Apr 8, 1:56 PM (4 days ago)



to Nathan, Christine, jadler\_ftc.gov, April, Office, Taylor, D'Laney, bcc: Matthew, bcc: Jared, bcc: jayrojas423, bcc: me

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.

Reply

Reply all

Forward



## Notice of Response – Procedural Irregularity and Anticipated Filing



**Hamlet Garcia** <hamletgarciajr@g...> Sat, Apr 5, 11:10 AM (7 days ago) ☆ 😊 ↩ ⋮  
to Nathan, Jared, Matthew, D'LANey, Christine, Taylor, John, jadler\_ftc.gov, jayrojas423, AO\_OJI, rot

Counsel,

Acknowledged—I received your recent filing and noted, upon initial review, the intent to assert joinder against me in the federal matter.

The irony isn't lost. Months ago, i explicitly asked whether i was bound by the injunction and received no clear answer. A simple "yes" would have materially supported my standing to intervene under Rule 24. Only now—after a status report improperly accuses me of violating that same injunction—does your office seek to retroactively tether me to the case via joinder. That's not strategy; it's procedural gamesmanship, bordering on a Catch-22.

You cannot disavow my standing while simultaneously invoking it for removal and immunity. Either i was covered from the outset, triggering due process rights and access to defense without court-appointed counsel—or i wasn't, which undermines the present pivot to federal removal.

Also noted: the timing of the federal removal effort appears tailored to secure litigation immunity under color of authority, while previously dismissing my filings on jurisdictional grounds. If federal removal/joinder is your objective, stop posturing and file. Otherwise, prepare for motion to remand.

Enough with the innuendo.

Accordingly, enclosed is a formal rebuttal to the Notice, submitted for the record;

Hamlet Garcia II

One attachment • Scanned by Gmail





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

VIA: REGISTERED MAIL; or; EMAIL

Office of the Registrar

**April 5<sup>th</sup>, 2025**



**Nathan Nash; [wo]man**  
Federal Trade Commission  
Midwest Region 230 S.  
Dearborn, Suite 3030  
Chicago, Illinois 60604



**Jared J. Perez; [wo]man**  
301 DRUID ROAD WEST  
CLEARWATER, FL 33756  
[www.jaredperezlaw.com](http://www.jaredperezlaw.com)  
Tel: 727-641-6562

**RE: Retroactive Invocation of Injunction: Pretextual Joinder Strategy Noted**

## **I. INTRODUCTION**

Comes now, Hamlet Garcia Jr., a real party in interest in an independent small claims action pending in Pinellas County, Florida, and provides this formal rebuttal to factual and legal misstatements contained in the Receiver and Federal Trade Commission's joint filing dated April 4, 2025 (ECF No. 177). This notice seeks to preserve a clear record, assert fundamental rights, and rebut improper implications regarding conduct, jurisdiction, and the application of Rule 65(d)(2).

## **II. REBUTTAL INDEX**

### **A. RULE 65(d)(2) AND ALLEGED "CONCERT" WITH DEFENDANTS**

**FTC/Receiver Claim:** Mr. Garcia allegedly "served as a strategic marketer for Start Connecting SAS" and had "actual notice of the preliminary injunction orders." (ECF No. 177 at ¶2)

**RESPONSE TO  
JOINDER – 1**  
Cf. § 48.193, Fla. Stat.

**The Catalyst Accord (CORE)**  
101 E. Olney Ave Philadelphia, PA 19120  
P: 856-438-0010 E: [hamletgarciajr@gmail.com](mailto:hamletgarciajr@gmail.com)

**Response:**

Past independent consulting does not constitute “active concert or participation” under Rule 65(d)(2). The Supreme Court strictly limits injunctive reach. See *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945). Courts require post-injunction acts aiding or abetting defendants. See *Thompson v. Freeman*, 648 F.2d 1144, 1147 (8th Cir. 1981). Garcia severed ties in 2023. No post-injunction participation, direction, or control exists. Strategic input, terminated well before judicial intervention, cannot be retroactively weaponized to expand the order’s scope.

**B. ATTEMPTED INVOCATION OF THE ALL WRITS ACT**

**FTC/Receiver Claim:** “The Court may enjoin Mr. Garcia’s small claims lawsuit under the All Writs Act, 28 U.S.C. § 1651.” (ECF No. 177 at ¶1)

**Response:**

The All Writs Act does not override the Anti-Injunction Act without narrow justification. See *Klay v. United Healthgroup, Inc.*, 376 F.3d 1092, 1100–01 (11th Cir. 2004). The Act does not allow federal interference with state jurisdiction absent clear necessity “in aid of its jurisdiction” or to protect existing orders. See *Atl. Coast Line R.R. Co. v. Bhd. of Locomotive Eng’rs*, 398 U.S. 281, 295 (1970). No such necessity exists here.

The state lawsuit does not seek receivership assets, nor challenge court orders. It targets independent torts—namely defamation and personal injury—by Jared Perez, a man acting outside judicial scope.

**C. GUILT BY AFFILIATION**

**FTC/Receiver Claim:** *Hamlet* was affiliated with “an organization that was the architect of Defendants’ consumer strategy.” (ECF No. 177 at ¶2)

**Response:**

Affiliation alone is not a basis for injunctive extension. See *NLRB v. Cushion, Inc.*, 395 F.2d 631, 637 (2d Cir. 1968). Rule 65(d)(2) only binds those who act in concert during the period after an injunction issues. Garcia’s ties were severed before any judicial restraint. His name does not appear in the operative complaint, order, or asset freeze.

**D. EMAIL CORRESPONDENCE AS PROOF OF LIABILITY**

**FTC/Receiver Claim:** Mr. Garcia sent an email acknowledging awareness of FTC proceedings. (ECF No. 177 at ¶2, Ex. A)

**Response:**

Awareness of litigation does not confer legal duty or liability. See *Eli Lilly & Co. v. Gottstein*, 617 F.3d 186, 195 (2d Cir. 2010). Rule 65(d)(2) demands active interference or facilitation, not mere observation. The email in question contains no admission of wrongdoing. It reflects an attempt to clarify jurisdiction and safeguard due process, not an effort to undermine judicial orders.

**E. EMAIL CORRESPONDENCE AS PROOF OF LIABILITY**

**FTC/Receiver Claim:** Defending the state claim “will drain the receivership and impede consumer restitution.” (ECF No. 177 at ¶3)

**Response:**

Receivers are personally liable for torts committed outside judicial authority. See *Mosser v. Darrow*, 341 U.S. 267, 271 (1951). The claim seeks no receivership assets. It targets Perez in his individual capacity for reputational and procedural misconduct. The Court has no authority to preclude such claims under pretense of administrative cost.

**F. ANTICIPATION OF FUTURE MOTION TO ENJOIN**

**FTC/Receiver Claim:** “The Receiver may soon file a motion to enjoin Mr. Garcia’s lawsuit.” (ECF No. 177 at ¶1)

**Response:**

Speculative threats are not legal orders. See *Sampson v. Murray*, 415 U.S. 61, 88 (1974). Until such motion is filed and served, no judicial controversy exists. Garcia’s state suit remains legally autonomous, procedurally proper, and fully within jurisdiction.

### III. PRESERVATION OF RIGHTS AND RECORD CLARITY

1. No asset demand, no conspiracy, and no post-injunction conduct can be linked to Garcia.
2. No claim has been made against the Receivership Estate or subject entities.
3. FTC and Receiver declined to notify Garcia of any supposed restraint for nearly a year.
4. Current filings attempting to bind him now, without joinder or process, violate due process.
5. If the Court finds Garcia is bound by the injunction, then due process demands he be granted standing for protective intervention.

### IV. CONCLUSION

The Receiver and FTC cannot have it both ways. They cannot disclaim Garcia's involvement to avoid formal joinder, yet assert his liability to silence an independent state action. Either Garcia is outside the order's reach, or he is entitled to full procedural protection under *Taylor v. Sturgell*, 553 U.S. 880, 895 (2008). Said Court must decline any informal attempt to broaden the preliminary injunction against a nonparty asserting lawful, personal claims in a separate jurisdiction.

Signed and Executed on this 5th day of April 2025;

/s/ Hamlet Garcia II

i: [a] man



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

VIA: REGISTERED MAIL; or; EMAIL

Office of the Registrar

**April 8<sup>th</sup>, 2025**



**Nathan Nash; [wo]man**  
Federal Trade Commission  
Midwest Region 230 S.  
Dearborn, Suite 3030  
Chicago, Illinois 60604



**Elizabeth Warren; [wo]man**  
801 North Florida Avenue,  
Tampa, Florida 33602  
[www.flmd.uscourts.gov](http://www.flmd.uscourts.gov)  
Tel: (813) 301-5400

**RE: NOTICE TO CLARIFY UNRELATED ACTION AND FORMAL OBJECTION  
TO MISCHARACTERIZATION OF SEPARATE PROCEEDINGS**

COMES NOW the undersigned real party in interest and submits this formal Notice for the purposes of preserving judicial economy, clarifying the scope of an independently filed civil rights and access-to-court action, and ensuring this Honorable Court is duly advised of relevant, non-duplicative litigation.

**I. IDENTIFICATION OF NEWLY FILED FEDERAL ACTION**

1. On April 7, 2025, a new civil action was filed in the U.S. District Court for the Middle District of Florida under Case No. 8:25-cv-857-TPB-NHA, captioned Garcia v. Mizelle, et al.
2. Named defendants in that action include Kathryn Kimball Mizelle, Elizabeth Warren (in her official and administrative capacities), and DOES 1–10,



consisting of Clerk's Office personnel and unknown actors engaged in unconstitutional conduct affecting the judicial process.

3. That lawsuit seeks prospective declaratory relief, nominal damages, and institutional correction for systemic procedural violations under:

- 42 U.S.C. § 1983;
- Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131–12134);
- Rehabilitation Act (29 U.S.C. § 794);
- First, Fifth, and Fourteenth Amendments to the U.S. Constitution;
- 28 U.S.C. §§ 1331, 1343(a)(3), 2201.

## **II. BASIS FOR FEDERAL ACTION: SYSTEMIC ACCESS FAILURES**

4. The Garcia v. Mizelle matter stems from a March 3, 2025 CM/ECF system outage that prevented the undersigned from timely filing and serving emergency motions, despite prior notice of such filings.
5. The Clerk's Office and assigned chambers personnel allegedly failed to remedy or even acknowledge the access deprivation, which prejudiced the undersigned's ability to secure judicial protection, particularly given pro se status and ADA-protected learning impairments.
6. These facts mirror assertions made in Case Docket of the instant matter, previously titled Notice Regarding Portal Failure, which documented CM/ECF inaccessibility and efforts to mitigate related prejudice.



### III. NON-INTERFERENCE WITH FTC ENFORCEMENT OR RECEIVERSHIP

7. The newly filed action does not seek to enjoin, challenge, or interfere with:
- any provision of the Court's Preliminary Injunction Order;
  - the enforcement authority of the Federal Trade Commission;
  - the court-appointed Receiver, Jared J. Perez; or
  - any lawful aspect of the Start Connecting receivership estate.
8. No equitable relief is sought that would overlap with or frustrate enforcement objectives in Case No. 8:24-cv-01626-KKM-AAS.
9. Receiver Perez is **not a named party** in Garcia v. Mizelle, and no allegations in the federal rights case purport to undermine his authority or prior court orders in the instant FTC proceeding.

### IV. JUDICIAL IMPARTIALITY AND MANDATORY DISQUALIFICATION

10. Given Mizelle is a named defendant in the new civil action, 28 U.S.C. § 455(a) mandates disqualification from presiding over any matter requiring discretionary evaluation of filings or allegations that reference her own conduct.
11. The disqualification provision exists “to promote confidence in the judiciary by avoiding even the appearance of impropriety,” *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 865 (1988).
12. Any filing touching upon misconduct by court officials logically invokes the disqualification statute, regardless of the merits, to preserve impartiality and ensure no chilling effect on civil rights assertion.

## V. PRAYER FOR NOTICE AND PRESERVATION OF RIGHTS <sup>1</sup>

13. The undersigned respectfully demands that this filing be treated as a non-motion Notice intended to:

- Inform the Court and all parties of distinct litigation concerning systemic violations.
- Confirm that the new matter is not duplicative, obstructive, or in contempt of prior orders.
- Preserve the undersigned's constitutional rights to seek redress for government misconduct under controlling federal law.

14. A Certificate of Service is attached hereto, affirming service upon all known counsel of record via CM/ECF where permitted.

Respectfully submitted on this 8th day of April, 2025

/s/ Hamlet Garcia Jr.

Real Party in Interest

Email: Hamlet.GarciaJr@gmail.com

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<sup>1</sup> No claim in *Garcia v. Perez*, Case No. 25-003322-SC (Fla. Pinellas Cty.), or *Garcia v. Mizelle*, Case No. 8:25-cv-857-TPB-NHA (M.D. Fla.), challenges, impairs, or seeks to enjoin any order, injunction, or receivership duty issued in *FTC v. Start Connecting LLC*, Case No. 8:24-cv-1626-KKM-AAS. The state claim concerns reputational and tort-based harm caused personally by Mr. Perez, not acts within judicial immunity or receiver scope. The federal action targets constitutional violations, ADA misconduct, and systemic barriers to court access—none of which arise from the FTC enforcement record. Attempting to collapse these grievances into a single enforcement proceeding subverts judicial economy and undermines core due process protections. Cf., *Trbovich v. United Mine Workers*, 404 U.S. 528, 538 (1972) (“[T]he interests at stake must be protected independently where the existing parties cannot fully represent them.”).



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



# **Exhibit Cover Page**

## **FEDERAL ACTOR Receiver's Motion to Enjoin and Sanction State Court Action**

Re: Doc. 179 – Motion to Enjoin and Sanction State Filing in Garcia v.  
Perez, Filed in FTC v. Start Connecting, No. 8:24-cv-01626-KKM-AAS

### **EXHIBIT NUMBER G**

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);<sup>1</sup>

- (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;<sup>2</sup>
- (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;<sup>3</sup>
- (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;<sup>4</sup> and
- (5) expressly enjoining Garcia from suing the Receiver or any of his

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<sup>1</sup> 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).

<sup>2</sup> 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").

<sup>3</sup> 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").

<sup>4</sup> 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.<sup>5</sup>

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

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<sup>5</sup> *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.”).<sup>6</sup> To deter future misconduct, the Receiver requests an order:

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<sup>6</sup> *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

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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.<sup>7</sup> *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

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<sup>7</sup> 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).<sup>8</sup>

The United States Court of Appeals for the Eleventh Circuit has

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<sup>8</sup> “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).<sup>9</sup> 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”).

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<sup>9</sup> 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 supplements<sup>10</sup> 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.”<sup>11</sup> 28 U.S.C. § 1651(a); *see also Wesch v. Folsom*, 6 F.3d 1465, 1470 (11th Cir.1993).

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<sup>10</sup> “[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).

<sup>11</sup> 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).<sup>12</sup> Garcia is attempting to circumvent the stay by filing the Defamation Action in Florida small claims court. Under the All Writs Act, the

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<sup>12</sup> “[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](mailto: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

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Email: [matt@fmhlegal.com](mailto:matt@fmhlegal.com)

*Counsel for Receiver, Jared J. Perez*



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



# **Exhibit Cover Page**

## **Summary of Legal Defenses to Actor's Contempt Motion and Jurisdictional Overreach**

Re: Legal insufficiency of contempt demand under Rule 65(d),  
absence of service, lack of privity or interference, improper invocation  
of Barton, and due process violations resulting from judicial conflict  
and filing bar.

## **EXHIBIT NUMBER H**



Comprehensive Legal Defense Chart – My Position vs. Their  
 Failures

My Statement	Their Legal Failure or Overreach	Supporting Authority
I was never served with the injunction.	No service = no contempt power over me.	<i>Regal Knitwear Co. v. NLRB</i> , 324 U.S. 9 (1945); Rule 65(d)
I am not a party or legal agent.	They never moved to join me or proved privity.	<i>Zenith Radio</i> , 395 U.S. at 112
I'm not acting in concert with any defendant.	They presented no proof of coordination, only assumptions.	<i>Thompson v. Freeman</i> , 648 F.2d 1144 (8th Cir. 1981)
My lawsuit is a personal tort, unrelated to the estate.	Barton doesn't apply to personal defamation claims.	<i>Chua v. Ekonomou</i> , 1 F.4th 948 (11th Cir. 2021)
I had no clear directive from any court, only threats from the Receiver.	No contempt without a "clear and unambiguous" court order.	<i>Taggart v. Lorenzen</i> , 139 S. Ct. 1795, 1802 (2019)
I didn't interfere with receivership property or operations.	They show no link between my suit and the Receiver's duties.	<i>FTC v. Med Resorts</i> , 199 F.R.D. 601 (N.D. Ill. 2001)
I've been barred from even filing my own defense.	Due process violated if I can't respond to sanctions.	<i>Mathews v. Eldridge</i> , 424 U.S. 319, 333 (1976)
I'm under no obligation to ask federal permission to sue for defamation.	Barton doesn't extend to unrelated personal torts.	<i>Rosetto v. Murphy</i> , 733 F. App'x 517 (11th Cir. 2018)
Judge Mizelle is under reconsideration or appeal by me.	She cannot rule on a contempt motion involving someone challenging her impartiality.	<i>Caperton v. A.T. Massey</i> , 556 U.S. 868, 885 (2009); 28 U.S.C. § 455(a)
My communications were lawful, not harassment.	Criticism and legal notice ≠ contempt or harassment.	<i>Ryland v. Shapiro</i> , 708 F.2d 967 (5th Cir. 1983); First Amendment
I never obstructed the Receiver's duties.	Filing a lawsuit ≠ obstruction unless it targets the estate.	<i>Windsor v. Martindale</i> , 175 F.R.D. 665 (D. Colo. 1997)
The Receiver defamed me personally, outside his duties.	Receiver not immune from ultra vires torts.	<i>Lawrence v. Goldberg</i> , 573 F.3d 1265 (11th Cir. 2009)
Their motion is retaliatory, not protective.	Misusing injunction powers to silence legal claims is an abuse of process.	<i>SEC v. Northshore Asset Mgmt.</i> , 2005 WL 8155324



# EXHIBIT 3

Email to Receiver's Counsel

April 12, 2025, 05:25 CDT

**Nash, Nathan**

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**From:** Hamlet Garcia <hamletgarciajr@gmail.com>  
**Sent:** Saturday, April 12, 2025 5:25 AM  
**To:** Matthew Mueller  
**Cc:** Jared Perez; Carson, Christine; Nash, Nathan  
**Subject:** Re: FW: Activity in Case 8:24-cv-01626-KKM-AAS Federal Trade Commission v. Start Connecting LLC et al Motion for Order to Show Cause

Matt,

Your contempt motion fails on its face. No service, no standing, no evidence of active concert, no jurisdiction under Rule 65(d)(2). The burden is yours. You haven't met it.

If Dishonorable Mizelle issues a show cause order, i will assert my Fifth Amendment rights and move to quash based on lack of notice, improper reach, and retaliatory misuse of receivership powers.

You've now exposed yourself to a new tort: defamation—alongside abuse of process and malicious prosecution. More will follow.

—Hamlet Garcia Jr.

On Sat, 12 Apr 2025 at 5:09 AM Hamlet Garcia <[hamletgarciajr@gmail.com](mailto:hamletgarciajr@gmail.com)> wrote:

Matt,

I intend to file a civil action and formal attorney misconduct complaint based on your recent contempt filing.

You stretched the Court's equitable powers far beyond legal bounds—misstating jurisdiction, invoking an injunction that was never served, and falsely painting lawful, protected conduct as “malicious” and “likely illegal.” In doing so, you've exposed yourself, not just your client, to new tort liability—defamation, abuse of process, and malicious prosecution among them.

Weaponizing judicial authority for personal retaliation, under color of federal receivership, is not advocacy. It's misconduct.

More will follow.

—Hamlet Garcia Jr.

On Fri, 11 Apr 2025 at 4:38 PM Matthew Mueller <[matt@fmhlegal.com](mailto:matt@fmhlegal.com)> wrote:

Please see attached, filed today in the above-captioned case.

**Matt Mueller | Fogarty Mueller Harris, PLLC**

Direct: (813) 682-1730 | [fmhlegal.com](http://fmhlegal.com)

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

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**From:** [cmecf\\_flmd\\_notification@flmd.uscourts.gov](mailto:cmecf_flmd_notification@flmd.uscourts.gov) <[cmecf\\_flmd\\_notification@flmd.uscourts.gov](mailto:cmecf_flmd_notification@flmd.uscourts.gov)>

**Sent:** Friday, April 11, 2025 5:12 PM

**To:** [cmecf\\_flmd\\_notices@flmd.uscourts.gov](mailto:cmecf_flmd_notices@flmd.uscourts.gov)

**Subject:** Activity in Case 8:24-cv-01626-KKM-AAS Federal Trade Commission v. Start Connecting LLC et al Motion for Order to Show Cause

**This is an automatic e-mail message generated by the CM/ECF system. Please DO NOT RESPOND to this e-mail because the mail box is unattended.**

**\*\*\*NOTE TO PUBLIC ACCESS USERS\*\*\*** Judicial Conference of the United States policy permits attorneys of record and parties in a case (including pro se litigants) to receive one free electronic copy of all documents filed electronically, if receipt is required by law or directed by the filer. PACER access fees apply to all other users. To avoid later charges, download a copy of each document during this first viewing. However, if the referenced document is a transcript, the free copy and 30 page limit do not apply.

**U.S. District Court**

**Middle District of Florida**

### **Notice of Electronic Filing**

The following transaction was entered by Mueller, Matthew on 4/11/2025 at 5:11 PM EDT and filed on 4/11/2025

**Case Name:** Federal Trade Commission v. Start Connecting LLC et al

**Case Number:** [8:24-cv-01626-KKM-AAS](https://ecf.flmd.uscourts.gov/caselist/8:24-cv-01626-KKM-AAS)

**Filer:** Jared J. Perez

**Document Number:** [179](#)

**Docket Text:**

**MOTION for Order to Show Cause to *Hamlet Garcia, Jr.* by Jared J. Perez. (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C)(Mueller, Matthew)**

**8:24-cv-01626-KKM-AAS Notice has been electronically mailed to:**

D'Laney Gielow [dgielow@ftc.gov](mailto:dgielow@ftc.gov)

Gregory Lathrop Pierson [gpierson@gunster.com](mailto:gpierson@gunster.com), [cwarder@gunster.com](mailto:cwarder@gunster.com)

John A. Schifino [jschifino@gunster.com](mailto:jschifino@gunster.com), [gmurphy@gunster.com](mailto:gmurphy@gunster.com)

Karen Diane Dodge [kdodge@ftc.gov](mailto:kdodge@ftc.gov)

Matthew J. Mueller [matt@fmhlegal.com](mailto:matt@fmhlegal.com), [dominic@fmhlegal.com](mailto:dominic@fmhlegal.com), [hannah@fmhlegal.com](mailto:hannah@fmhlegal.com),  
[jared.perez@jaredperezlaw.com](mailto:jared.perez@jaredperezlaw.com)

Matthieu Sellier Goddeyne [mgoddeyne@gunster.com](mailto:mgoddeyne@gunster.com), [dkovalchek@gunster.com](mailto:dkovalchek@gunster.com)

Melanie Britt Senosiain [msenosiain@gunster.com](mailto:msenosiain@gunster.com), [cwarder@gunster.com](mailto:cwarder@gunster.com)

Nathan Nash [nnash@ftc.gov](mailto:nnash@ftc.gov), [ccarson@ftc.gov](mailto:ccarson@ftc.gov), [ECFChicago@ftc.gov](mailto:ECFChicago@ftc.gov), [jmejiaportillo@ftc.gov](mailto:jmejiaportillo@ftc.gov)

Taylor Arana [tarana@ftc.gov](mailto:tarana@ftc.gov)

**8:24-cv-01626-KKM-AAS Notice has been delivered by other means to:**

Start Connecting SAS  
[Calle 16 N # 6N-21](#) Oficina (401)  
Cali, VC 760042  
Colombia

Hamlet Garcia, Jr  
[101 E Olney Ave.](#)  
[Unit 330](#)  
[Philadelphia, PA 19120](#)

Juan S. Rojas  
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The following document(s) are associated with this transaction:

**Document description:**Main Document

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[STAMP dcecfStamp\_ID=1069447731 [Date=4/11/2025] [FileNumber=25558416-0] [53de80cfb892149a9f07f5a9ae00df6289d44bf838034c2b965fe5f58ae0ae48c0c560fd9775184639680cf9b1ac38cff7c4115aea66f6b1ae8a289447f594e0]]

**Document description:**Exhibit A

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[STAMP dcecfStamp\_ID=1069447731 [Date=4/11/2025] [FileNumber=25558416-1] [331c70b106e93188a8ba1e516b75e424803a086b157d4bd72f1cda4aab67907ad85a2bfa7e0603f3ea0f4d69190af77e02decaacf83a7dc394c048aacdcd1435]]

**Document description:**Exhibit B

**Original filename:**n/a

**Electronic document Stamp:**

[STAMP dcecfStamp\_ID=1069447731 [Date=4/11/2025] [FileNumber=25558416-2] [28b716280e8ccc561e8cb9bf674a915e9d7b48b2dd17c9f817d954c866300bb7120fddcf4d36342bb0ecd67ab1220f7fc1e0881164aa13ac9a834507a5863dbf]]

**Document description:**Exhibit C

**Original filename:**n/a

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