

at: the United States District Court  
for the Middle District of Florida  
Tampa Division

Federal Trade Commission

[‘ Plaintiff’]

-against-

Start Connecting, SAS., et al,

[‘Defendant’]

Civil No. 8:24-cv-01626

[my] word is [my] bond

**VERIFIED RESPONSE TO MOTION**

*(verified)*

**COURT-ORDERED RESPONSE TO RECEIVER’S MOTION (DOC. 179),  
FILED PURSUANT TO COURT ORDER (DOC. 182)**

**INTRODUCTION**

Jared Perez has returned to this Court attempting to expand the scope of federal authority and revive jurisdictional claims over a remanded, wholly state-based dispute. See ECF No. 179. Plaintiff, acting in good faith and in direct compliance with both this Court’s remand order and established constitutional boundaries, rejects the accusations raised. Perez seeks to transform a personal civil claim against him—regarding his own conduct—into a collateral challenge to the Receivership itself, without lawful basis.

**RESPONSE - OPPOSITION  
TO [RECEIVER] MOTION - 1  
[Cf. Fla. Stat. §§ 38.23; 768.295]**

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

- As many courts have already determined, Hamlet’s state-filed claim is not subject to federal jurisdiction. [*Cf.* *Morse v. Ozark County*, No. 14-03348-CV-S-GAF, 2014 U.S. Dist. LEXIS 151381 (W.D. Mo. Oct. 24, 2014)] The precedent remains binding, unchallenged, and properly executed by the state court. Jared now circumvents that outcome by filing a Motion to Show Cause grounded in the same rejected premise: that his federal appointment somehow immunizes him from state accountability. Yet no order from this Court has conferred him blanket immunity for actions taken in his personal capacity or outside the scope of the restraining order.
- Contrary to *Jared* insinuations, *Hamlet* has not violated any federal injunction or court directive. The state cause of action does not challenge any receivership asset, nor does it interfere with the FTC enforcement action. Rather, it targets Perez’s alleged personal misconduct, including deceptive representations made outside the purview of his court-authorized role. See Garcia Decl. ¶¶ 4–9 (attached). Such allegations—verbal misconduct, fraud, and harm—are not cloaked in immunity under *Nastasi v. Hochberg*, 68 F.4th 512, 518 (2023) (holding that quasi-judicial immunity does not protect “nonjudicial acts,” including personal deception).
- Defendant’s reference to “interference” is misleading. No federal asset has been seized, restrained, or even mentioned in the state claim. The

relief sought—a damages award for independent torts—is rooted in personal accountability. See *Pulliam v. Allen*, 466 U.S. 522, 543 (1984) (“There is no immunity for injunctive or declaratory relief against judicial officers acting in violation of constitutional rights.”). The Florida state court possesses the jurisdiction and competence to adjudicate these matters without federal obstruction. See Exhibit A, B, and C

- To the extent *Perez* invokes the Receivership Order as a shield, he misapplies its scope. The Injunction Order authorizes asset preservation—not sweeping immunity. Nowhere does it nullify a citizen’s right to file a personal grievance against a man acting in a personal or deceptive capacity. *Perez* fails to cite any binding case law expanding judicial deference to include personal torts disguised as federal interference. See Exhibit A
- *Finally*, Hamlet’s efforts reflect diligence, not defiance. After remand, all filings were confined to the state docket. There has been no action in the federal record violating the injunction or any subsequent order. *Perez*’s motion represents a strategic misuse of judicial process, attempting to chill a lawful claim through federal overreach. Such conduct warrants caution. *Chambers v. NASCO, Inc.*, 501 U.S. 32, 45 (1991) (recognizing “inherent power” of courts to address abuses of process).

- For these reasons, the Court should reject Jared’s Motion to Show Cause in its entirety. *Hamlet* remains in compliance with all law(s) of the land and respectfully submits that *Jared’s* motion constitutes an impermissible attempt to expand federal jurisdiction where none exists.

### **FACTUAL BACKGROUND**

1. I am not a party to this case, not an officer, agent, or employee of Start Connecting LLC or Start Connecting SAS, and have only a past marketing affiliation with the latter, unrelated to this action (Doc. 179, p. 9).

2. On April 3, 2025, I filed a defamation action against Perez in Pinellas County Small Claims Court because his Consumer Warning, published on the Receivership website, falsely implicated me in fraudulent activities, damaging my reputation as a marketing professional (Exhibit A). The action targets Perez individually for personal, ultra vires acts, not the Receivership Estate.

3. I was never formally served with the Temporary Restraining Order (TRO, Doc. 13) or Preliminary Injunctions (Docs. 69, 78). The Receiver’s claim that an unidentified USASDR employee emailed me the TRO on July 12, 2024 (Doc. 179, p. 6), is not valid service under Fed. R. Civ. P. 65(d)(2). No court order names or binds me.

4. My approximately 80 emails to Jared since November 2024 were good-faith efforts to address the defamatory Consumer Warning and protect my reputation, not harassment (Exhibit B). The “wellness check” requested on December 23, 2024, was

due to concern over Perez's unresponsiveness during a holiday period, not malice or retaliation.

5. The Court's prefiling injunction (Doc. 156) bars me from filing documents without counsel, denying fair access to defend myself. I was not served with Doc. 182, discovering it independently via PACER, further violating due process. 6. I have an active appeal or reconsideration motion against Judge Mizelle, raising concerns about her impartiality in adjudicating this Motion.

### **PRELIMINARY STATEMENT**

On April 15, 2025, Court Mizzle directed Hamlet to "respond to the Receiver's motion, (Doc. 179)' Dkt 182, at 7. That directive refers to ----- from ----- pursuant to the April 11, 2025 "Motion for Order to Show Cause"

Receiver's Motion for Contempt (Doc. 179) lacks legal foundation, evidentiary support, and jurisdictional authority. Federal Rule of Civil Procedure 65(d)(2) does not extend injunctive reach to a nonparty absent actual notice and active concert with an enjoined party. Movant neither received lawful service of any injunction nor participated with any bound party. No conduct alleged supports contempt; rather, the disputed action involves a personal-capacity defamation claim initiated in state court, rooted in tortious injury and entirely divorced from any receivership authority.

### **I. LEGAL ARGUMENTS OPPOSING CONTEMPT AND SANCTIONS**

*Perez's* Motion fails to establish grounds for contempt or sanctions, as I am not bound by the Preliminary Injunctions, did not violate the Barton Doctrine, and caused no interference with Receivership duties.

**1. No Jurisdiction or Binding Injunction Under Rule 65(d)**

- a. Contempt requires clear and convincing evidence of a willful violation of a specific court order with actual notice (*F.T.C. v. Leshin*, 618 F.3d 1221, 1232 (11th Cir. 2010)). Rule 65(d)(2) binds only: (A) parties; (B) their officers, agents, servants, employees, or attorneys; or (C) non-parties in “active concert or participation” with them who receive actual notice by personal service or otherwise. *Jared* fails to show I am bound: 1. I am not a party, agent, or employee of the defendants, nor was I joined (*Zenith Radio Corp. v. Hazeltine Research*, 395 U.S. 100, 112 (1969)).
- b. The Receiver provides no evidence I acted in concert with defendants to violate the injunctions (e.g., shielding assets or evading orders). My defamation action is a personal tort claim, not a coordinated effort (*Thompson v. Freeman*, 648 F.2d 1144, 1147 (8th Cir. 1981); *Additive Controls v. Flowdata*, 154 F.3d 1345, 1353 (Fed. Cir. 1998)).

- c. The Preliminary Injunctions do not name me or prohibit filing a state court defamation action. No clear order was violated (*Taggart v. Lorenzen*, 139 S. Ct. 1795, 1802 (2019)).

## **2. No Service, Violating Due Process**

I was never served with the TRO, Preliminary Injunctions, or Doc. 182. The Receiver's claim of an emailed TRO (Doc. 179, p. 6) is insufficient, as email is not valid service unless court-ordered or consented to (*Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945)). Lack of service violates:

- a. Due process, requiring notice and opportunity to be heard (*Mathews v. Eldridge*, 424 U.S. 319, 333 (1976)).
- b. FRCP 5(b)(2) and Local Rule 1.10(c), mandating service of orders.
- c. Fundamental fairness, as I discovered Doc. 182 independently via PACER (*Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314–15 (1950)).

Without service, I am not bound, and contempt cannot lie (*Gaines v. City of Orlando*, 2021 WL 6752195, at \*5 (M.D. Fla. 2021)).

## **3. Harassment Allegations Are Baseless**

Mr. Perez alleges my emails and “wellness check” constitute harassment (Doc. 179, pp. 25–26). This is a mischaracterization:

- Email communications constituted lawful attempts to assert creditor rights, address unresolved claims and balances, challenge defamatory consumer alerts, and seek clarification regarding intellectual property—each protected under the First Amendment. *Ryland v. Shapiro*, 708 F.2d 967, 971 (5th Cir. 1983).
- The “wellness check” arose from Perez’s prolonged unresponsiveness amid the dismantling of ongoing legal efforts, not from malice. Accusations of “malicious and likely illegal” conduct (Doc. 179, p. 25) are unsupported, inflammatory, and themselves defamatory.
- Imposing communication restrictions would chill my petitioning rights (*BE&K Constr. Co. v. NLRB*, 536 U.S. 516, 524 (2002)).

## II. LEGAL ARGUMENTS OPPOSING INJUNCTIVE RELIEF

Mr. Perez seeks to enjoin my state court action and future filings, which is improper:

1. **\*\*State Court Action Protected\*\***: My defamation action is a legitimate exercise of state court jurisdiction, protected by the Anti-Injunction Act (28 U.S.C. § 2283; *Mitchum v. Foster*, 407 U.S. 225, 242 (1972)). No exception (e.g., express authorization) applies.

2. **\*\*Receiver’s Overreach\*\***: Using Receivership resources to suppress personal criticism exceeds Perez’s mandate (*SEC v. Northshore Asset Mgmt.*, 2005 WL 8155324, at \*3 (S.D.N.Y. 2005)). Counsel’s filing lacks legal basis, risking FRCP 11(b)(2) violations.
3. **\*\*Florida’s Jurisdiction\*\***: The state court has authority over personal torts, and federal interference is unwarranted (Florida Const., Art. I, § 21).

### III. **RULE 65(d)(2) DOES NOT APPLY TO *HAMLET***

Rule 65(d)(2) limits the binding scope of injunctions to:

- (A) parties;
- (B) their officers, agents, servants, employees, and attorneys;
- (C) others “in active concert or participation” with the foregoing, provided actual notice is established.<sup>1</sup>

Contempt requires two essential elements: (1) actual notice, and (2) active concert or participation. See *NLRB v. Teamsters*, 249 F.3d 354, 356 (5th Cir. 2001); *In re Zyprexa Injunction*, 474 F. Supp. 2d 385, 421 (E.D.N.Y. 2007).

No evidence indicates *Hamlet* acted in concert with enjoined defendants. An unsolicited email with a TRO—unaccompanied by court-ordered service—fails to

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<sup>1</sup> See *Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14 (1945).

satisfy notice requirements. *Nor* does mere disapproval by Perez of a state tort claim suffice to establish an active concert. *Additive Controls & Measurement Sys., Inc. v. Flowdata, Inc.*, 154 F.3d 1345, 1353 (Fed. Cir. 1998).

#### **IV. STATE COURT ACTION IS PERSONAL, NOT INTERFERENCE**

Mr. Perez mischaracterizes a defamation lawsuit filed in Pinellas County as interference with the federal receivership. The complaint asserts reputational harm caused by statements issued in personal capacity, disconnected from judicial duties, receivership assets, or estate administration.

No assistance was rendered to any party violating the injunction; thus, no contempt can lie under Rule 65(d). *Thompson v. Freeman*, 648 F.2d 1144, 1147 (8th Cir. 1981).

#### **V. BARTON DOCTRINE IS INAPPLICABLE**

*Perez* alleges my defamation action violates the Barton Doctrine, requiring court leave to sue a receiver (*Barton v. Barbour*, 104 U.S. 126 (1881)). This is incorrect:

##### **A. Barton Doctrine Inapplicable to Personal-Capacity Claim**

*Barton v. Barbour*, 104 U.S. 126 (1881), prohibits suits against receivers only when acts arise within the scope of judicial appointment. Suits based on conduct *ultra vires* or personal in nature fall outside Barton's bar. See *Carter v. Rodgers*, 220 F.3d 1249, 1253–54 (11th Cir. 2000).

1. My action targets Perez for ultra vires acts—publishing a Consumer Warning that recklessly named me without evidence, outside his mandate (Doc. 179, p. 9). Barton does not protect personal torts (*Chua v. Ekonomou*, 1 F.4th 948, 953–55 (11th Cir. 2021); *Lawrence v. Goldberg*, 573 F.3d 1265, 1270 (11th Cir. 2009)).
2. The action seeks damages from Perez individually, not Receivership assets, and does not interfere with estate control (*F.T.C. v. Med Resorts Int’l*, 199 F.R.D. 601, 609 (N.D. Ill. 2001)).
3. Jared; and Nathan’s claim that Barton bars all claims misrepresents precedent (*Property Mgmt. & Invest., Inc. v. Lewis*, 752 F.2d 599, 603 (11th Cir. 1985)).

Defamation alleged in the state action stems from a man’s personal conduct, not authorized by any court order or receivership mandate. No leave was required where judicial authority was neither invoked nor implicated.

## **B. No Interference with Receivership Duties**

The Preliminary Injunctions prohibit interference with the Receiver’s control over assets or duties (Doc. 179, pp. 7–8). My defamation action:

- Targets Perez’s personal conduct, not Receivership operations.
- Does not seek estate assets or disrupt consumer protection efforts.

- Is protected petitioning, not obstruction <sup>2</sup>

Perez's claim of interference is speculative and unsupported (Doc. 179, pp. 1–2).

## **VI. ANTI-INJUNCTION ACT BARS REQUESTED RELIEF**

Relief sought by *Jared* is foreclosed by the Anti-Injunction Act, 28 U.S.C. § 2283, which prohibits federal courts from enjoining state proceedings except where:

1. expressly authorized by Congress;
2. necessary in aid of jurisdiction; or
3. required to protect or effectuate a judgment.

None apply here. As confirmed in *Atl. Coast Line R.R. Co. v. Bhd. of Locomotive Eng'rs*, 398 U.S. 281, 297 (1970), “[a]ny doubts as to the propriety of a federal injunction against state court proceedings should be resolved in favor of permitting the state courts to proceed.”

## **VII. RETALIATORY USE OF CONTEMPT & DUE PROCESS CONCERNS**

Matthew's Motion labels *Hamlet's* conduct “malicious and likely illegal,” referencing a benign wellness check initiated during a communication blackout. Such inflammatory language reflects *retaliatory* motive rather than legitimate enforcement.

Judicial authority may not be weaponized against nonparties pursuing tort relief in state court. *Ryland v. Shapiro*, 708 F.2d 967, 971 (5th Cir. 1983) (“Access to courts

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<sup>2</sup> *Cf.* Windsor v. Martindale, 175 F.R.D. 665, 670 (D. Colo. 1997).

is a fundamental constitutional right." ). Attempting to chill this right through contempt power implicates both the First and Fourteenth Amendments.

## **VIII. RULE 11 VIOLATIONS & ETHICAL MISCONDUCT**

*Jared's* counsel advances contempt allegations without factual basis, legal authority, or Rule 65(d)(2) applicability. No Rule 11(b)(2) "formed after an inquiry reasonable under the circumstances" supports the filing.

Florida Bar Rule 4-3.1 forbids legal action "unless there is a basis in law and fact for doing so that is not frivolous." Misrepresenting Movant's legal posture to this Court—where no service, no privity, and no violation exists—warrants professional review and possible sanction.

### **A. OBJECTION TO JUDICIAL IMPARTIALITY**

An active appeal and pending motion for reconsideration concerning Judge Mizelle's impartiality present a substantial question under 28 U.S.C. § 455(a), warranting caution in adjudicating this Motion. See *Caperton v. A.T. Massey*, 556 U.S. 868, 885 (2009). The prefiling injunction (Doc. 156) and restricted docket access further exacerbate the appearance of bias. *Liljeberg v. Health Servs. Acquisition Corp.*, 486 U.S. 847, 864 (1988). No formal relief is sought here—only recognition of these concerns in the interest of fairness.

## **IX. RESPONSE TO CONTEMPT THREAT AS PROCEDURALLY VOID**

Matt; and; Mr Perez's contempt threat and the April 25 deadline are invalid due to:

- A. Lack of jurisdiction and service (*Taggart*, 139 S. Ct. at 1802).
- B. No notice of Doc. 182 (*Mullane*, 339 U.S. at 314–15).
- C. Denial of a hearing, violating fundamental fairness <sup>3</sup>

The contempt request should be rejected as procedurally and constitutionally defective.

## **X. CONCLUSION RELIEF REQUESTED <sup>4</sup>**

Relief sought by Receiver is foreclosed by the Anti-Injunction Act, 28 U.S.C. § 2283, which prohibits federal courts from enjoining state proceedings except where:

1. Deny the Receiver's Motion (Doc. 179) in its entirety.
2. Reject all requests for contempt, sanctions, and injunctive relief.
3. Entry of a finding that the Motion constitutes bad-faith litigation conduct;
4. Issuance of a protective order prohibiting further filings by Receiver targeting Movant absent prior leave of Court;

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<sup>3</sup> *In re Oliver*, 333 U.S. 257, 275 (1948)).

<sup>4</sup> Matt; and; Jared's Motion (Doc. 179) rests on no valid legal or factual foundation. No service of the Preliminary Injunctions occurred; no party status or concerted conduct exists. The state defamation action constitutes protected petitioning under the First Amendment and Florida Constitution. Allegations of interference and harassment lack support and reflect misuse of Receivership authority to chill lawful redress. The contempt threat and imposed deadline are void for want of jurisdiction and notice. Judicial impartiality concerns further compel restraint and scrutiny.

5. Recognize my jurisdictional, procedural, and constitutional objections as stated herein.
6. Referral of Receiver's counsel for disciplinary investigation under Rule 11, Florida Bar standards, and applicable local rules.
7. Ensure fairness in light of impartiality concerns.

This Response is timely and compliant with Doc. 182, submitted in good faith to protect my rights.

### **CERTIFICATION AND DECLARATION**

**Local Rule 3.01(g) Certification:** Undersigned affirms that meaningful conferral with Receiver's counsel was not possible due to the Motion's injunctive character and filing restrictions imposed upon Respondent.

**Declaration:** Pursuant to 28 U.S.C. § 1746, i, Hamlet Garcia Jr., declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

**Certificate of Service:** i certify that on April 25, 2025, a true and correct copy of the foregoing was served via email and U.S. Mail upon: Matthew J. Mueller, Fogarty Mueller Harris, PLLC, 501 E. Kennedy Blvd., Suite 1030, Tampa, FL 33602 (matt@fmhlegal.com), and upon counsel for the Federal Trade Commission and Council of Doug and Doris Goodman via CM/ECF or E-Mail, as listed in the docket.

/s/ Hamlet Garcia, Jr.

Dated: 04/25/2025 before 5PM Est.

101 E Olney Ave Philadelphia PA 19120  
United States Postal Service  
Unit 330 (General Delivery)

T: 856-438-0010  
E: HamletGarciaJr@gmail.com

**RESPONSE - OPPOSITION**  
**TO [RECEIVER] MOTION - 15**  
**[Cf. Fla. Stat. §§ 38.23; 768.295]**

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

at: the United States District Court  
for the Middle District of Florida  
Tampa Division

Federal Trade Commission

[‘ Plaintiff’]

-against-

Start Connecting, SAS., et al,

[‘Defendant’]

Civil No. 8:24-cv-01626

[my] word is [my] bond

**DECLARATION**

*(verified)*

i; Hamlet Garcia II, being duly sworn according to law and being over the age of 18, upon my oath depose hereby make this affidavit in support of fee waiver, and in doing so, assert the following under penalty of perjury pursuant to 28 U.S.C. § 1746 and Fla. Stat. § 92.525 as follows:

**PRELIMINARY STATEMENT**

This is a one-time compelled response submitted under duress and without waiving any rights. I preserve all procedural, constitutional, and jurisdictional defenses, including challenges to improper service, lack of standing, and denial of access. I do not consent to this Court’s exercise of jurisdiction over my person or property.

The following offers a full and good-faith response.

## **I. OBJECTION TO DEFECTIVE SERVICE AND CM/ECF DENIAL**

I was never personally served with any injunction or order as required under Rule 65(d)(1). The Receiver merely claims I “knew” about the injunction or received it through forwarded emails. Knowledge ≠ lawful service.<sup>1</sup>

I was barred from CM/ECF participation and had no electronic notice of the April 14, 2025 order or related filings.<sup>2</sup> No docketing notice, no paper service, no opportunity to respond. → *Mathews v. Eldridge*, 424 U.S. 319 (1976): Due process requires notice and meaningful opportunity to be heard.

## **II. NO PERSONAL JURISDICTION UNDER RULE 65(d)**

I am not a party to the case,<sup>3</sup> not a corporate officer, nor am I acting in “active concert or participation” with any defendant. I have no current involvement with Start Connecting, nor did I take any action to assist or coordinate with its principals → *Zenith Radio Corp. v. Hazeltine Research*, 395 U.S. 100, 112 (1969); *Thompson v. Freeman*, 648 F.2d 1144, 1147 (8th Cir. 1981)

Nothing in the injunction names me, serves me, or imposes duties upon me. No order was directed at my conduct, much less served with the clarity required to

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<sup>1</sup> Dkt. 182 was never served—neither by mail nor email. Awareness came solely via a self-built web alert tool, not proper service. Response follows in good faith despite 12 hours' notice .

<sup>2</sup> *Cf. Regal Knitwear Co. v. NLRB*, 324 U.S. 9, 14: Injunctions bind only those properly served.

<sup>3</sup> *Cf. Dkt No. 156*

support contempt → *Taggart v. Lorenzen*, 139 S. Ct. 1795, 1802 (2019):  
Ambiguous orders cannot be the basis for contempt.

### **III. BARTON DOCTRINE DOES NOT APPLY TO PERSONAL DEFAMATION CLAIM**

The claim I filed in Florida state court is a personal defamation suit. It does not involve receivership property, does not interfere with the Receiver's duties, and does not require leave under *Barton*. *Jared* never sought leave to quash the state court action before attacking me here → *Chua v. Ekonomou*, 1 F.4th 948 (11th Cir. 2021); *Rosetto v. Murphy*, 733 F. App'x 517 (11th Cir. 2018).<sup>4</sup>

Perez's alleged injury arose from his own publication of a "consumer alert" that did not name me but later implicated me falsely.<sup>5</sup> That act is *ultra vires*, not protected by Barton or judicial immunity → *Lawrence v. Goldberg*, 573 F.3d 1265, 1270 (11th Cir. 2009)

### **IV. VIOLATION OF FIRST AMENDMENT AND DUE PROCESS**

Threatening contempt over a defamation suit filed in state court—especially while imposing a filing ban against me in federal court—amounts to unconstitutional

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<sup>4</sup> [Judge] Mizzle herself stated that "...his claims are better suited for a separate challenge of the regulations." Dkt. 126, 6.

<sup>5</sup> The statement of "belief" pertains solely to the cognitive realm of the individual—only a sentient being, not a legal actor, possesses belief. As recognized in *United States v. Smith*, 958 F.2d 928, 934 (11th Cir. 1992), belief is a personal, mental process, not a function of legal role. By neglecting to respond to the Letter dated December 24th, 2025, he tacitly affirms his actions were in his individual capacity. See Exhibit A, B, and C

prior restraint. I've been barred from defending myself, silenced in violation of the First Amendment and Article I, § 21 of the Florida Constitution → *Capitol Square Review & Advisory Bd. v. Pinette*, 515 U.S. 753, 760 (1995); *Peters v. Pine Meadow Ranch Home Ass'n*, 151 P.3d 962, 967 (Utah 2007): Courts cannot block speech through litigation gag tactics.

## **V. JUDICIAL DISQUALIFICATION IS MANDATORY**

*Mizelle* is the subject of a pending appeal and reconsideration motion based on allegations of bias, [witness of] improper docketing, and ADA violations. She may not lawfully preside over proceedings affecting my rights during active challenge to her impartiality → *Caperton v. A.T. Massey Coal Co.*, 556 U.S. 868 (2009).<sup>6</sup>

## **VI. PEREZ ABUSED ESTATE RESOURCES TO TARGET ME**

The man: *Jared*; used receivership funds to file a federal contempt motion against me personally—over criticism unrelated to the estate's assets or obligations. This is an improper use of court-appointed authority → *SEC v. Northshore Asset Mgmt., Inc.*, No. 05-cv-2192, 2005 WL 8155324 (S.D.N.Y. 2005): Receivership resources must protect estate, not attack critics.

## **VII. BURDEN SHIFT: THEY NEVER SHOWED CAUSE**

The Receiver failed to establish:

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<sup>6</sup> 28 U.S.C. § 455(a): Recusal required where impartiality might reasonably be questioned.

- That I was served
- That I acted in concert
- That my conduct violated a clear order
- That my state case affects receivership property
- That Barton applies
- That I had intent to violate any lawful order
- That jurisdiction over me exists

They never met the burden. Yet they demand *I* show cause.<sup>7</sup>

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

Sworn to and subscribed before *i* this 25<sup>th</sup> day of April, 2025



/s/ Hamlet Garcia Jr.      EXECUTED: 04/25/2025

101 E Olney Ave Philadelphia PA 19120

United States Postal Service

Unit 330 (General Delivery)

T: 856-438-0010

E: HamletGarciaJr@gmail.com

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<sup>7</sup> → *McComb v. Jacksonville Paper Co.*, 336 U.S. 187, 191 (1949): Contempt requires willful disobedience; *Additive Controls v. Flowdata*, 154 F.3d 1345, 1353 (Fed. Cir. 1998): “Concert” requires active, proven coordination

at: the United States District Court  
for the Middle District of Florida  
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['Defendant']

Civil No. 8:24-cv-01626

[my] word is [my] bond

## EXHIBIT INDEX

(verified)

## INDEX OF EXHIBITS

[illegible]



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



# **Exhibit Cover Page**

## **EMAIL CORRESPONDENCE RESPONSE TO ALLEGED INTERFERENCE <sup>1</sup>**

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<sup>1</sup> No Response Was Provided

**EXHIBIT NUMBER A**

## Clarification of Alleged Interference



Inbox x



**Hamlet Garcia** <ha...> Tue, Dec 24, 2024, 1:28 PM ☆ 😊 ↶ ⋮  
to Matthew, Dominic@fmhlegal.com, Micah, Brian, Nathan, D'Laney, contact@us ▾

Mr. Mueller,

The letter attached serves as a **response** to your recent correspondence regarding alleged interference with the receivership. Specifically, I request clarification of the precise actions or proceedings by Mr. Perez that I am purportedly obstructing.

If engagement with stakeholders and claimants is deemed too challenging, it may be necessary to reassess Mr. Perez's ability to effectively carry out his duties. The administration of this matter must prioritize balanced fairness to all involved, not a singular focus on one side.

I await your **response**.

Regards,

Hamlet Garcia II

One attachment • Scanned by Gmail ⓘ



Response to Mueller  
Claims.pdf

1.1 MB



↶ Reply

↶ Reply all

➦ Forward





Office of the Registrar

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

December 23, 2024

Matthew J. Mueller (47366)  
Fogarty Mueller Harris, PLLC  
501 E. Kennedy Blvd, Suite 1030  
Tampa, FL 33602  
Email: Matt@FMHlegal.com

Re: Demand Regarding Receiver's Correspondence Procedures;  
*In the Matter of Federal Trade Commission v. Start Connecting  
LLC, et al., Case No. 8:24-cv-1626-KKM-AAS (M.D. Fla.),*

Mr. Mueller,

Your email dated December 23, 2024 has been reviewed. The assertion that I must direct all communications to you and refrain from contacting the Receiver directly lacks any explicit support in the Preliminary Injunction (Doc. 69). Upon review, no provision mandates such restrictions on me as a stakeholder and creditor.

Your characterization of my role as akin to a defendant in this matter is both inaccurate and misleading.<sup>1</sup> I am not subject to the court's order, and any attempt to impose unwarranted obligations on me under the guise of judicial authority is wholly inappropriate. Misrepresenting the injunction to intimidate or obstruct my inquiries reflects bad faith and undermines the Receiver's fiduciary obligations.

I demand immediate clarification of the legal basis for your statements, specifically identifying where within the injunction it explicitly prohibits my communications with the Receiver. Failure to do so will be taken as further evidence of bad faith, and I will pursue all available legal remedies, including sanctions.<sup>2</sup>

Consider this your formal notice to cease mischaracterizing the scope of the court's order and my position in this matter. Any further efforts to obstruct or interfere with my lawful rights will be met with appropriate action.



Best Regards,

Hamlet Garcia Jr.

Hamlet; aggrieved

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<sup>1</sup> The First Amendment protects the right to express legitimate grievances and seek redress, including holding legal professionals accountable for potential misconduct. Any attempt to suppress or mischaracterize such communications under the guise of judicial authority is both unethical and subject to scrutiny.

<sup>2</sup> The court expects fiduciaries, including Receivers, to act in good faith and with transparency in addressing legitimate stakeholder concerns. See *SEC v. Am. Bd. of Trade, Inc.*, 830 F.2d 431, 436 (2d Cir. 1987) (emphasizing fiduciary duty to protect and act fairly towards all affected parties).

**Hamlet Garcia II**

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

**December 24, 2024**

Matthew J. Mueller (0047366)  
Fogarty Mueller Harris, PLLC  
501 E. Kennedy Blvd, Suite 1030  
Tampa, FL 33602

Re: Final Communication Regarding Alleged Obstruction:  
*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. Mueller:

Following your prior assertion that my actions may have caused obstruction, I wish to address the matter with respect and clarity. While maintaining my position, I acknowledge the importance of professionalism and the perspectives involved.

To resolve this amicably and honorably, I am prepared to compensate for any substantiated impact attributed to my conduct. If such costs exist, please forward a detailed invoice, signed and dated, and I will ensure expeditious settlement through your preferred method.

This correspondence is intended as a final effort to bring closure to the issue, and I trust it will be treated accordingly.<sup>1</sup>

cc: Jared J. Perez



Hamlet Garcia Jr  
man

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<sup>1</sup> This correspondence does not challenge Jared's belief in the propriety of their actions, a belief that warrants due respect. If it is maintained in good faith that my conduct caused impediment, I am prepared to address any substantiated claim promptly and equitably. Upon receipt of a detailed and signed bill of particulars, I will satisfy any fair obligation forthwith, reflecting respect for their position and unwavering commitment to resolution over discord.



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



# **Exhibit Cover Page**

**EMAIL CORRESPONDENCE**  
**MISINTERPRETATION OF**  
**PRELIMINARY INJUNCTION <sup>1</sup>**

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<sup>1</sup> No Response Was Provided

**EXHIBIT NUMBER B**

## Response to Your Misinterpretation of the Preliminary Injunction



**Hamlet Garcia** <ha... Mon, Dec 23, 2024, 6:58 PM  
to Matthew, Jared, contact, Christine, Nathan, D'Laney, FLMD\_Local\_Rules



Dear Mr. Muller,

Attached is my formal response addressing your recent email.

It must be unequivocally stated: I will not tolerate misinterpretations of the law or judicial orders, particularly those seeking to impose obligations that do not exist. The duty to properly interpret and apply legal standards lies solely with you as an officer of the court. Mischaracterizing the authority or intent of Judge Mizelle not only undermines the integrity of the judiciary but also constitutes a grave affront to her esteemed reputation and the impartiality she has demonstrated in this matter.

For causing unnecessary expenditure of my limited time and resources in addressing unsupported assertions. Thus, i shall recognize any directive from you as formal or binding absent explicit legal basis. Compensation for such undue burdens will be sought as warranted.

Before asserting further representations on behalf of the court, I strongly recommend you consult legal counsel to ensure your statements are both accurate and grounded in the law. Should this issue persist, I will have no choice but to escalate the matter to the court to rectify these misrepresentations.

I trust this serves as fair notice on my position.

Respectfully,

**Hamlet Garcia Jr.**

One attachment • Scanned by Gmail





Office of the Registrar

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

December 23, 2024

Matthew J. Mueller (47366)  
Fogarty Mueller Harris, PLLC  
501 E. Kennedy Blvd, Suite 1030  
Tampa, FL 33602  
Email: Matt@FMHlegal.com

Re: Demand Regarding Receiver's Correspondence Procedures;  
*In the Matter of Federal Trade Commission v. Start Connecting  
LLC, et al., Case No. 8:24-cv-1626-KKM-AAS (M.D. Fla.),*

Mr. Mueller,

Your email dated December 23, 2024 has been reviewed. The assertion that I must direct all communications to you and refrain from contacting the Receiver directly lacks any explicit support in the Preliminary Injunction (Doc. 69). Upon review, no provision mandates such restrictions on me as a stakeholder and creditor.

Your characterization of my role as akin to a defendant in this matter is both inaccurate and misleading.<sup>1</sup> I am not subject to the court's order, and any attempt to impose unwarranted obligations on me under the guise of judicial authority is wholly inappropriate. Misrepresenting the injunction to intimidate or obstruct my inquiries reflects bad faith and undermines the Receiver's fiduciary obligations.

I demand immediate clarification of the legal basis for your statements, specifically identifying where within the injunction it explicitly prohibits my communications with the Receiver. Failure to do so will be taken as further evidence of bad faith, and I will pursue all available legal remedies, including sanctions.<sup>2</sup>

Consider this your formal notice to cease mischaracterizing the scope of the court's order and my position in this matter. Any further efforts to obstruct or interfere with my lawful rights will be met with appropriate action.



Best Regards,

Hamlet Garcia Jr.

Hamlet; aggrieved

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<sup>1</sup> The First Amendment protects the right to express legitimate grievances and seek redress, including holding legal professionals accountable for potential misconduct. Any attempt to suppress or mischaracterize such communications under the guise of judicial authority is both unethical and subject to scrutiny.

<sup>2</sup> The court expects fiduciaries, including Receivers, to act in good faith and with transparency in addressing legitimate stakeholder concerns. See *SEC v. Am. Bd. of Trade, Inc.*, 830 F.2d 431, 436 (2d Cir. 1987) (emphasizing fiduciary duty to protect and act fairly towards all affected parties).



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, claim, *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**

**EMAIL CORRESPONDENCE**  
**PROOF OF CLAIM**

**EXHIBIT NUMBER C**



18 of many



## Urgent: Outstanding Claim and Request for Prompt Response



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

Thu, Dec 19, 2024, 5:55 PM



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

Dear Mr. Perez,

I trust this message finds you in good spirits.

I am following up regarding the outstanding claim related to the services provided to USA Student Debt Relief, currently under your receivership. As you demonstrated remarkable efficiency when the issue surrounding LeadTrac arose—where your swift action ensured immediate communication with the software provider— I hope you will exhibit a similar sense of urgency in addressing this matter.

A prompt response to this claim is greatly appreciated, especially given the prior quick resolution on other matters.

I look forward to your timely attention to this issue.

Best regards,

Hamlet Garcia Jr.  
creditor

**Confidentiality Disclaimer:** This communication, including any attachments, is confidential and intended exclusively for the named recipient(s). If you are not the intended recipient, you are hereby notified that any review, dissemination, or unauthorized use of this communication is strictly prohibited. Please promptly notify the sender and permanently delete this message from your system. Unauthorized disclosure or distribution of its contents may result in legal action.

3 Attachments • Scanned by Gmail



Reply

Reply all

Forward



**PRESENTMENT | FIRST PROOF OF CLAIM AGAINST ESTATE IN GENERAL**

IN THE MATTER OF:

**Start Connecting SAS d/b/a USA Student Debt Relief**

Case No.: 8:24-cv-01626

Court: United State District Court of Middle Florida | Tampa Division

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**CREDITOR INFORMATION:**

**Creditor Name:** Hamlet Garcia Jr.

**Creditor Address:** 101 E Olney Ave Unit 330, Philadelphia PA 19120

**Contact Information:** Phon: 856-438-0010 Email: [HamletGarciaJr@gmail.com](mailto:HamletGarciaJr@gmail.com)

**Tax Identification Number (TIN):** Last 4 Digit of Social 5271

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**CLAIM INFORMATION:**

**Claim Amount:** \$902.00 due posthaste

(Principal: \$902.00; Plugins and Services: \$150.00; Interest: \$45.10; Late Fees: \$50.00)

**Nature of the Claim:**

This claim arises from the professional services duly rendered by Hamlet Garcia Jr. to Start Connecting LLC, a business currently under the receivership of Jared Perez. The services provided encompassed the comprehensive development, customization, and integration of essential website components, including the integration of specialized plugins and accompanying technical support services. The total claim includes the principal development fees, costs for the aforementioned plugins and integrations, as well as any accrued interest and late fees due under the terms of the contract executed on April 3, 2024. This claim is asserted in accordance with the binding agreement between the parties, which stipulates specific payment terms that remain unpaid as of the filing of this proof of claim.

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**DETAILS OF CLAIM:**

**Date the Debt Was Incurred:** [05/04/2024]

**Description of the Debt:**

On or around February 2023, USA Student Debt Relief, a business currently under the receivership of Jared Perez, contracted Hamlet Garcia Jr. for the full-scale development, design, and launch of a fully functional website. This engagement included the comprehensive integration of specialized plugins and related technical services, all as per the terms outlined in the executed agreement. The agreed-upon fees for these services, as well as the associated costs for plugin licenses and integration, were due on April 3, 2024. Despite multiple requests for payment, the outstanding balance remains unpaid, as of the filing of this proof of claim.

1. **Website Development:** Full-scale development of a responsive website with an integrated content management system (CMS), user-facing functionalities, and backend systems optimized for client use.
2. **Plugin Integration:** Professional integration of [list specific plugins, e.g., WooCommerce, SEO tools, payment gateways, security plugins], to enhance website operations, ensuring functionality and seamless user experience.
3. **Customization and Optimization:** Extensive customization of the plugins, which included tasks such as [customized coding, UI/UX design adjustments, database optimizations, etc.], alongside the configuration of backend processes critical for operational efficiency.
4. **Post-Launch Support:** Comprehensive post-launch support, including the rectification of any functional anomalies, technical troubleshooting, and continual enhancements, as requested by the business.

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#### **SUPPORTING DOCUMENTATION:**

Attached hereto are the following documents in support of this claim:

1. **Invoice #1085, dated April 3rd, 2024,** detailing the full scope of the work performed and associated costs, totaling \$902.00
2. **Website Development Agreement,** executed on [Feb. 2023], specifying the terms of the contract, including payment schedules and work deliverables, shall be provided upon court order.
3. **Proof of Completion:** Screenshots or documentation verifying the website's delivery and full functionality as per the contract, including live URL and access credentials.
4. **Plugin Licensing Fees:** Invoices confirming the purchase and licensing of plugins, amounting to \$902.00
5. **Email Correspondence:** Chain of communications between the parties evidencing the completion of services and efforts made to resolve the outstanding debt, shall be provided upon court order.

#### **Interest, Fees, or Penalties (If Applicable):**

- **Interest:** Interest on the unpaid balance has accrued at a rate of 10% per annum, in accordance with the terms of the contract. The total interest as of is \$90.20/yr
- **Late Fees:** A late fee of \$75 per month is applied in accordance with the contractual agreement. As of 12/19/24, the total late fees amount to \$600.00

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**CLAIMANT'S STATEMENT:**

I, Hamlet Garcia Jr, hereby verify that the information provided in this Proof of Claim is complete, true, and accurate to the best of my knowledge. All supporting documents have been attached and are provided for verification. I understand that the Receiver or Court may request additional evidence to substantiate this claim.

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**SIGNATURE:**

Signature: *Hamlet Garcia Jr.*

(Your Signature or Authorized Representative's Signature)

Printed Name: Hamlet Garcia Jr.

Date: 12/19/2024

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(856) 438 0010

hamletgarciajr@gmail.com

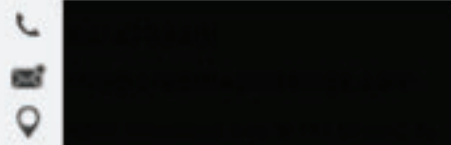
www.HumbleCenter.com

1800 Market St Phila PA 19103

## INVOICE

Invoice No. 1085 (Inactive Until Further Notice)

## INVOICE TO

**Start Connecting LLC**  
**USA Student Debt Relief**

## INVOICE DATE

April 3rd 2024

## ISSUED DATE

April 3rd 2024

## AMOUNT DUE

**\$902.00**

DESCRIPTION (WEBSITE COST)	Qty	Price	TOTAL
SEOPress (SEO Optimization)	1	\$50	\$50
WPForm + Addons	1	\$299/yr	\$299/yr
CDN Provider	1	\$10/m	\$10/m
Make (CRM Form Integration)	1	\$11/m	\$11/m
iTheme Security Plugin	1	\$199	\$199
Slider Revolution	1	\$99	\$99
Others: Elementor Pro (\$99) - The Plus Addon (\$35) - Astra Theme (\$50) - WPFunnel (\$50)	1	\$234/yr	\$234/yr

SEOPress - SEO Tool To Rank Higher on Google Ad

WP Form - Main form plugin for leads

CDN Provider - Faster Website + Rank Higher

iTheme - Security Plugin For Website (Cheaper Available)

Slider Revolution - Graphic Maker For Website

WordAI - Rewriter used to Optimize Landing Page

Setup Fee Waived, Assured by Good Faith.

**TOTAL****\$902.00****THANK YOU!**

INVOICE

10-April-2023  
#100423D

BILLED FROM

33Catalusy  
1800 Market Street  
Philadelphia PA 19120  
hamletgarciajr@gmail.com

BILLED TO

USA Student Debt Relif  
1412 Pine Bay Drive  
Sarasota Fl 34231  
941 479 9401

**PPC Marketing Package Includes :** Google Ad Setup + Maintance & Upkeep | Weekly  
Reporting | CRM Impemanation | Email - SMS Marketing | Social Media Marketing |  
Conversion Tracking | SEO Marketing | 3 Landing Pages

Google Ads (PPC )	\$50,000	15%	3%	\$1,500/m
Google Ad Upkeep	1	\$1,500/m   \$190/hr	\$500	\$500/m
SEO Marketing	1	150/hr   \$3,500/m	\$2,500	\$2,500
Landing Page (Web Design)	3	\$4,200   \$180/hr	\$1,750	\$5,250
Google Ad Initial Setup Fee	1	\$7,500	\$1,500	\$1,500
Email - SMS Marketing Set Up	1	\$450/m	\$500	\$500
CRM Implementation	1	\$2,500	\$850	\$850
Weekly Report	1	\$250/week	FREE	0

**Payment Structure : Roughly 18 Months Payment**  
**Arrangment at \$500/week**

Average Cost	\$22,600 + \$13,200/m
Your Cost	\$10,600 + \$2,000/m
Total Payment	N/A

