

**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 REPLY TO HAMLET GARCIA JR.'S
COURT-ORDERED RESPONSE TO RECEIVER'S MOTION
(DOC. 179), FILED PURSUANT TO COURT ORDER (DOC. 182)**

On July 11, 2024, the Court appointed Jared J. Perez as receiver (the “**Receiver**” and the “**Receivership**”) 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**” or the “**Receivership Entities**”). *See generally* Doc. 13 (the “**TRO**”) & Docs. 69, 78 (the “**Preliminary Injunctions**”). In evaluating the verified opposition (Doc. 184) (the “**Opposition**”) filed by Hamlet Garcia Jr. (“**Garcia**”) to the Receiver’s motion for an order to show cause (Doc. 179) (the “**Motion**”), the Court should focus on Garcia’s admissions (as cited, attached, and/or excerpted below) because those communications belie and expressly contradict every misleading, self-serving claim in the Opposition.¹

I. GARCIA ADMITS THAT FORMAL SERVICE OF PROCESS IS NOT REQUIRED; NOTICE BY EMAIL IS SUFFICIENT

Garcia admits that service by email is valid and sufficient if “consented to” or “court-ordered.” Opp. at 7. Here, the Court expressly authorized the FTC and the Receiver to serve the Preliminary Injunctions by email:

Copies of this Order may be served by any means—including facsimile transmission, **electronic mail** or other electronic messaging ... by agents and employees of Plaintiff, [or] by the Receiver ... — upon any Defendant or any person (including any financial institution) that may

¹ After the Receiver filed the Motion, Garcia immediately filed another state court action seeking a declaratory judgment limiting this Court’s jurisdiction. *See* Doc. 180 (related case notice). Because all the arguments applicable to the Defamation Action also relate to this second, newly-filed action, the Receiver requests that the Court include the second action in its order on the Motion. If the Court deems that inappropriate, the Receiver will file another motion for an order to show cause and injunction directed at the declaratory action.

have possession, custody, or control of any Asset or Document of any Colombian Defendant, or that may be subject to any provision of this Order pursuant to Federal Rule of Civil Procedure 65(d)(2).

Doc. 69 § XXIII (emphasis added); *see also* Docs. 78 § XXIII & 13 (TRO) § XXIV.

Garcia claims that “[n]o service of the Preliminary Injunctions occurred” (Opp. at 14 fn. 4), but this is untrue.² On November 27, 2024, the FTC served Garcia with copies of the Preliminary Injunctions. *See* Doc. 177-3. Garcia responded, “Thank you for your email and the attached preliminary injunction orders. Receipt is acknowledged.” *Id.* (emphasis added). Garcia also wrote, “The scope of the injunction under Rule 65(d)(2)(C), including obligations regarding document preservation, cooperation with the Receiver, and adherence to prohibitions, is understood.” *Id.* (emphasis added). In other words, the FTC indisputably served the Preliminary Injunctions on Garcia more than five months ago by email (*i.e.*, “court-ordered”), and he accepted service both through his acknowledgement of the communication and his agreement to abide by the Court’s orders, which he expressly recognized as binding upon him pursuant to Rule 65(d)(2)(c) (*i.e.*, “consented to”). Indeed, contemporaneous communications reveal that Garcia’s current arguments are disingenuous; he knows and has always known that he was properly served with copies of the Preliminary Injunctions and is thus bound by their terms:

- **Dec. 18, 2024, Acknowledgment:** “In compliance with the Court’s orders, I

² Garcia verified his statements in the Opposition under “penalty of perjury.” *See* Opp. at 15.

am reaching out to notify you of the steps I have taken in response to the injunction.... I have developed a new entity ... to continue my stake in the market and ensure business continuity. In light of the Court’s directives, I acknowledge that any actions pertaining to this new entity are now subject to your oversight as Receiver.” **Comp. Exhibit A** at 10 (emphasis added).³

- **Dec. 23, 2024, “Gladly Comply”:** “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....”⁴ Doc. 151, Ex. U at 27.
- **Dec. 23, 2024, Admitting Violations:** “As I stand before this esteemed Court, I do so with the deepest humility and contrition, for in the matter of *Student Solution Service*, it appears that, in my earnest endeavors, I have, perchance, trespassed upon the Court’s solemn order.” *See id.* at 38 (describing Preliminary Injunctions as “clear and just”); *see also* Doc. 151 § I.B. (reporting violations by USASDR and Student Solution Service).
- **Feb. 19, 2025, Anticipating Sanctions:** “As for sanctions, should they be imposed, at least they will necessitate a definitive legal conclusion.... In fact, i [*sic*] contacted the Clerk’s Office to inquire about pre-paying the sanction to preempt any unnecessary delays.” Comp. Ex. A at 20 (emphasis added).

The FTC put Garcia on notice of his obligations via email, as expressly authorized by this Court. His contemporaneous communications confirm that fact and demonstrate that he understood those obligations and the possibility of sanctions. The Court should not allow him to shrink from his own words.

II. RULE 65(D)(2)(C) APPLIES TO GARCIA

Garcia often casts the parties’ dispute in epic terms, but now that he

³ Almost all of the documents relevant to this dispute are admissible pursuant to Fed. R. Evid. 803(b)(3) or 801(d)(2). If necessary, the Receiver can authenticate the documents, but there does not seem to be a dispute that the emails in question were sent and received.

⁴ Garcia demands an “identity bond,” but the Court has since determined that Garcia is not entitled to compensation for complying with its orders. *See* Doc. 130. This email also relates to the “wellness check” Garcia requested, purportedly due to “prolonged unresponsiveness” and a “communication blackout” (Opp. at 8, 12), but this is another falsehood. Garcia emailed the police 11 minutes after last contacting the Receiver. *See* Doc. 151, Ex. U at 28.

faces potential consequences for his misconduct, he feigns ignorance and purports to have never “acted in concert with enjoined defendants” under Rule 65(d)(2)(c) (*see* Opp. at 6, 9-10), but this is another perjurious falsehood.⁵ In truth, Garcia admitted that he is subject to Rule 65(d)(2)(c) in one of his earliest communications with the FTC. *See* Doc. 177-3 (excerpted above). Standing alone, that admission is dispositive. Further, Garcia’s contemporaneous communications also contradict his current misleading assertions:

- **May 12, 2023, “Welcome to the Team”:** Garcia joins USASDR and receives a list of responsibilities as well as a dedicated email address (bibimarket@usastudentdebtrelief.com). Comp. Ex. A at 1 (“Good morning Hamlet, let me give you the welcome to the team ... we are here to help you.”).
- **July 2024, TRO Violations:** USASDR employees email HubSpot leads, Google data, and consumer information to Garcia in blatant and willful violation of the TRO only days after the Receiver’s appointment. *See* **Comp. Exhibit B** (sensitive attachments omitted); *see also* Doc. 151 § I.A.
- **Nov. 25-26, 2024, Claiming Credit:** Garcia contacts the FTC for the first time. He claims to be “a respected marketing professional directly associated with the company’s consumer engagement strategy with Start Connecting....” Comp. Ex. A at 3 (emphasis added).
- **Nov. 30, 2024, Seeking Money/Protecting Operations:** Garcia notified the Receiver of his intent to seek the release (presumably to him) of Receivership funds because “such a release is critical to protect vital operations....” *Id.* at 7.
- **Dec. 19, 2024, Proof of Claim/Services Rendered:** “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.

⁵ According to Garcia, his disagreements with the Receiver and everyone else his imagination can conjure are “beyond paychecks, filings, or routine disputes.” Doc. 151, Ex. U. at 6. They “are unextinguished claims, a right by blood, a throne by mandate.” *Id.* Garcia “once believed this [litigation] could be done as an ordinary man, without invoking lineage or title” (*id.* at 2), but now he must act as the “First Judicial Seat (heir)[,] Primus Legatus Imperii” (*id.* at 6). Everyone who opposes Garcia must “step aside” or be “swept away” because “the tide does not wait, nor does it show mercy to those who stand against it.” *Id.* at 2, 6.

The services provided encompassed the comprehensive development, customization, and integration of essential website components....” *Id.* at 11.

- **Dec. 23, 2024, Compliance & Legal Advice:** Garcia submitted a “Comprehensive Review and Compliance Strategy for Payment Processing Transition” to the Receiver in an attempt to restart USASDR’s operations. *See* Doc. 179-1 at 19-21 (describing himself as a “creditor and stakeholder”); *see also* Comp. Ex. A. at 15-16 & 21 (criticizing Gunster’s defense strategy).
- **Dec. 24, 2024, Claiming IP Ownership:** “This letter serves as formal notice of my exclusive ownership and intellectual property rights related to USA Student Debt Relief,” including all website content, administrative access credentials, and user-generated data. Comp. Ex. A at 17 (emphasis added).
- **Feb. 28, 2025, Alleged Financial Contribution:** “Misrepresentation of my business role – Nowhere do you recognize that I financially contributed to the business and hold a stake, instead downplaying my role as if I were merely an outsider.” *Id.* at 22 (emphasis added) (complaining about Doc. 151 and again claiming to be a “creditor and stakeholder”).
- **March 29, 2025, “Ownership and Control”:** “Seized and misappropriated assets outside of lawful authority, engaged in defamatory mischaracterization, and participated in an orchestrated effort to erase rightful claims to ownership and control.” *Id.* at 23 (emphasis added).
- **March 30, 2025, “Stakeholder and Creditor”:** “Labeling me as a ‘purported former affiliate’ is a deliberate mischaracterization. The record—**Doc. 151 at 380, 394, 395**—establishes my status as a **stakeholder and creditor**, which you have acknowledged yet failed to properly reflect.” *Id.* at 27.
- **March 31, 2025, Justifying Lawsuit against Receiver:** “Instead of addressing the unlawful deprivation of my interests in USA Student Debt Relief, you have manufactured a narrative to obstruct rightful standing and conceal material facts.” *Id.* at 28 (emphasis added).

Given these concessions, Garcia is subject to Rule 65(d)(2)(c), as he admitted to the FTC in November 2024. His arguments to the contrary are frivolous.

III. GARCIA’S OWN WORDS BELIE “ULTRA VIRES” ARGUMENT

Aside from the procedural issues discussed above, Garcia’s entire argument is based on the claim that the Receiver’s use of the Receivership

website to educate consumers is somehow “ultra vires” and thus beyond the scope of relevant protections. Garcia is wrong because the Court expressly authorized and directed the Receiver (1) to report to the Court under PI §§ XX, (2) to protect consumers under PI §§ XII.K, and (3) to repurpose USASDR’s website under PI §§ XII.V. In addition, the Receivership Entities own the Receivership website – not the Receiver personally. They purchased its domain, paid for its development and design, and fund its ongoing, monthly hosting costs. *See* Doc. 88-3 (seeking reimbursement of expenses); *see also* Docs. 94, 98 (awarding reimbursement). Finally, Garcia’s communications reveal his true motives and belie his “ultra vires” argument:

- **Dec. 21, 2014, “Consumer Operations”:** “[CORE] has reviewed your recent actions, especially the redirection of the company’s website to your receivership platform. This move, which suspended the business’s consumer operations, raises key concerns about preserving its viability....” Doc. 151, Ex. U at 40 (emphasis added).
- **Dec. 22, 2024, Prejudicing the Defendants:** “The language on the USA Student Debt Relief Receivership website, **prejudices the case** and violates fundamental legal principles.... I respectfully request that you promptly **revise the language** to reflect that these allegations [against the defendants] are unproven....”⁶ *Id.* at 35 (emphasis added).
- **Feb. 3, 2025, “Materially Connected”:** “Be advised that *you* are currently under investigation and *may* soon be added to an ongoing or newly initiated claim. Following a meticulous preliminary examination, the conduct at issue—both acts and omissions—has been found **materially connected** to ... Federal Trade Commission v. Start Connecting LLC, et al.....” *Id.* at 13 (emph. added).

⁶ The fact that Garcia seeks revision of the Receivership website is further evidence that his action against the Receiver is not personal in nature; rather, Garcia seeks to disturb and alter Receivership assets. He seeks to control the Receiver’s communications with consumers through a platform created and maintained using Receivership funds and other resources.

- **Feb. 14, 2025, Refusal to Release Money to Garcia:** “Jared, Silence is a weak shield, not a defense. Misuse of receivership authority does not go unnoticed, nor does possession of property beyond lawful entitlement.... Receivership exists to *preserve*, not to *plunder*.... What you are withholding, and how, will be addressed-whether in this case or separately.” *Id.* at 9 (emphasis added).
- **March 29, 2025, Defamation Arising From Receivership:** “This notice serves as a formal warning of my intent to file a federal lawsuit against you on Monday, March 31, 2025, for ... defamation, ... arising from your actions as a court-appointed receiver. Comp. Ex. A at 23 (emphasis added).

As these communications demonstrate, Garcia’s grudge is animated by the Receiver’s determination that USASDR cannot be operated lawfully and profitably and by the Receiver’s refusal to release funds to Garcia, who claims to be indigent. The Defamation Action is a retaliatory money grab, designed to pick the Receiver’s personal pocket through evasion of the Court’s orders.

IV. THE *BARTON* DOCTRINE APPLIES TO DEFAMATION CLAIMS

The Eleventh Circuit has 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); *Rosetto v. Murphy*, 733 F. App’x 517, 520 (11th Cir. 2018). Instead of addressing this governing precedent, Garcia bases his argument on another perjurious falsehood: “My action targets Perez for ultra vires acts – publishing a Consumer Warning that recklessly named me without evidence.” Opp. at 11. In truth, the Consumer Warning does **not** name Garcia. The Receiver was not even aware of his existence until he contacted the FTC in late November 2024.

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that on May 2, 2025, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system, which served all counsel of record. Defendants Juan S. Rojas and Start Connecting SAS were served by email. The following *pro se*, non-party was served by email: Hamlet Garcia, Jr., hamletgarciajr@gmail.com.

s/ Matthew J. Mueller

Matthew J. Mueller, FBN: 0047366

FOGARTY MUELLER HARRIS, PLLC

501 E. Kennedy Blvd.

Suite 1030

Tampa, Florida 33602

Tel: 813-682-1730

Fax: 813-682-1731

Email: matt@fmhlegal.com

Counsel for Receiver, Jared J. Perez

Composite Exhibit A

Case 8:24-cv-01628-KKM-AAS Document 191-1 Filed 05/02/25 Page 2 of 29 PageID
3882

From: Usa Student <hamilton@usastudentdebtrelief.com>
Sent: Friday, May 12, 2023 6:12 AM
To: bibimarket@usastudentdebtrelief.com
Bcc: bryanb@usastudentdebtrelief.com; bryan.z@usastudentdebtrelief.com;
johnr@usastudentdebtrelief.com; Juan Rojas <jayrojas423@gmail.com>
Subject: Request Information of your Website and Facebook strategies

Good morning Hamlet, let me give you the welcome to the team, and let you know that all you need we are here to help you.

I want to start mentioning the first main goal of our strategies are **Quality Lead Generation** and some specifications of our lead generation and managment, in the begining we focus always the first strategie creating a entire brand look:

1. Website Lead Generation, Campaigns from Adwords and SEO for Browsers.
2. Social Media Lead Generation, forms lead generation at Facebook and traffic to landing pages for lead generation.
3. Email Marketing, automatizations and Sales Tracking with RD Station.
4. Analytics, Campaigns url tracking for metrics from, when and how is the lead journey, forecasting from Campaigns.
5. Efective Storage and management of leads.
6. Reporting from all aspects of our strategies.
7. Meeting weekly on Wednesday to inform changes, updates, new policies, lead quantity and quality, report analitics, problems and ways to resolves them.

As you can see we try to cover some differents digital channels to achieve our main goal, so before any change we first tray to communicate with all the team by email first and this means the team is aware of all the workflow and organization of our strategies to don't lost data coverage, data storage of leads, measuring from urls and costumer journey.

So please for start we want to know you better, your strengths and how is your vision of new strategies, forecasting.

And let us know how will be your work to achieve that goals, that way we can just know where we can help you and we can avoid innecessary reprocess, lost of time and lost of lead quality generation from Usa Student Debt Relief Digital Channels.

Federal Trade Commission
Office of the General Counsel
600 Pennsylvania Avenue, NW
Washington, DC 20580

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

**Re: Notice of Intent to File Motion for Intervention
in FTC v. Start Connecting, Case No. 8:24-cv-01626-KKM**

To Whom It May Concern

This notice is made pursuant to the papers and pleadings on file, in compliance with Fed. R. Civ. P. 24, Local Rule 7.1, and *Id.* Rule 24, providing notice of intent to intervene in the above-referenced matter. The right to intervene is warranted by a 'significant protectable interest,' recognized in *Brumfield v. Dodd*, 749 F.3d 339, 344 ¶¶ 7–8 (5th Cir. 2014), and reinforced by precedent such as *Citizens for Balanced Use v. Montana Wilderness Ass'n*, 647 F.3d 893, 897 (9th Cir. 2011). Considering the stakes, Proposed Intervenor is uniquely positioned to defend against suits like this one, *e.g.*, *Bostelmann*, 2020 WL 1505640, at ¶ 5, and seeks to protect interests that are not adequately represented by existing parties, where the disposition of the case may impair or impede its ability to safeguard these rights. *Cf. Trbovich v. United Mine Workers of Am.*, 404 U.S. 528, 538 (1972). *See Id.* 24(b)(1) ¹.

These distinct ² and protectable interests—namely, addressing exclusionary regulatory practices that directly affect operations and reputational harm caused by the misattribution of roles

¹ Proposed Intervenor, is a respected marketing professional directly associated with the company's consumer engagement strategy with Start Connecting, has a substantial interest in defending the legitimacy of his work. Fed. R. Civ. P. 24(a)(2). *See, e.g., United States v. American Tel. & Tel. Co.*, 1982 U.S. Dist. LEXIS 14813, 17 (D.D.C. 1982) (permitting intervention to protect the movant's business interests).

² *See Kootenai Tribe of Idaho v. Veneman*, 313 F.3d 1094, 1108 (9th Cir. 2002) (acknowledging that an intervenor's interests must be sufficiently distinct to justify intervention).

in its marketing strategies—are not adequately represented by the current parties, making their protection critical to preserving professional reputation and future opportunities, including reputational and professional stakes, particularly when existing parties fail to do so. *Cf. Sw. Ctr. for Biological Diversity v. Berg*, 268 F.3d 810, 822 ¶¶ 5–6 (9th Cir. 2001) (per curiam). *See also Citizens for Balanced Use*, 647 F.3d at 897; (recognizing the right of intervenors to safeguard such 'protectable interests'). Meeting Rule 24(a)(2).

This intervention is timely, filed promptly after becoming aware of its potential impact on interests, and before undue prejudice could result³, consistent with *Sommers v. Haverhill*, 197 F.3d 149, 161 (3rd Cir. 1999). Please respond within 14 days to indicate whether Counsel for the Federal Trade Commission consents, opposes, or remains neutral regarding this motion, ensuring the client's position is properly addressed, as required by *Id.* Rule 3.01(g).

Thank you for your kind attention and prompt response. Should you require further clarification on any legal or procedural aspects, please feel free to contact me at (856) 438-0010 or

HamletGarciaJr@gmail.com

Sincerely,

Hamlet Garcia Jr

Proposed Intervenor

³ *Cf. Bostelmann v. Harkins*, 2020 WL 1505640, ¶¶ 5–7 (N.D. Ill. Mar. 29, 2020) (acknowledging that timely intervention, even after initial proceedings, is critical to ensuring no prejudice results when a party's interests are at risk).



Jared Perez <jared.perez@jaredperezlaw.com>

Urgent: Immediate Action Required to Safeguard Stakeholder Interests

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Sat, Nov 30, 2024 at 3:08 PM

To: Jared Perez <jared.perez@jaredperezlaw.com>, contact@usasdr-receivership.com

Mr. Perez,

As a concerned stakeholder acting as Next Friend to the impacted parties, this correspondence respectfully emphasizes the urgency of addressing the requested emergency relief. Immediate intervention by the Receiver is crucial to safeguarding the stability of Start Connecting LLC. Any delay would jeopardize its assets and stakeholders, risking irreparable harm.

For your reference, a Notice of Intent to File Motion for Release of Funds is attached. The fiduciary duties entrusted to you, as outlined under 28 U.S.C. § 959(b), necessitate the preservation of the business's operations and the prevention of undue detriment. Prompt action is essential to ensure the continuity of the enterprise and uphold the integrity of its obligations.

Your careful attention and timely engagement in this critical matter are greatly appreciated. For further clarity, the Business Compliance Update is also included, detailing the corrective actions taken to address the allegations and the measures implemented to restore full compliance.

Sincerely,

Hamlet Garcia Jr.

Next Friend

(856) 438-0010

2 attachments



Jared _ Notice of Intent _ Release of Funds .pdf

95K



Business Model Compliance Update (2).pdf

117K

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: Notice of Intent to File Motion for Release of Funds
FTC v. Start Connecting, Case No. 8:24-cv-01626-KKM

Dear Mr. Perez

This notice is hereby made forthwith, pursuant to the papers and pleadings on file, supported by an abundance of good cause¹, in accordance with Fed. R. Civ. P. 24(a), Local Rule 3.01(g), and *Id.* Rule 67.1, providing formal notice of intent to file motion for release of funds, alongside motion to intervene, submitted expeditiously in the above-referenced matter, without delay or further ado².

As directed by FTC counsel Nathan Nash, this matter has been duly referred to *Jared* for preliminary discussions. This referral serves to facilitate communication on the concerns raised and offers a clear framework for addressing the proposed motions, aiming to balance the mitigation of harm with the necessity of compliance. It is well-settled that “[r]elief must be narrowly tailored to prevent unfair practices while preserving lawful business operations.” *See FTC v. AMG Capital Management*, 141 S. Ct. 1341, 1347 (2021)³ (emphasizing the detrimental impact of overly broad asset freezes on legitimate business activities and stakeholders, reaffirming that relief must avoid undue impairment of critical business functions). Consequently, any injunctions must be meticulously

¹...imposition of an asset freeze gravely undermines the defendant's capacity to operate; absent relief, the company faces irreparable financial instability, unable to meet payroll or comply with critical contractual and regulatory obligations, thus precipitating its collapse.” *Cf. FTC v. MedStar Ambulance, Inc.*, No. 1:17-cv-12571

² rights’ to pursue this equitable relief stems from the foundational principles of “fairness and equity,” firmly established in *SEC v. Liu*, 140 S. Ct. 1936, 1946 (2020), where the Court emphasized that “disgorgement must accommodate fairness, ensuring that the remedy aligns with justice rather than excessive punishment,” further reinforcing this notion, *FTC v. Cardiff*, 830 F. App’x 844, 848 (9th Cir. 2021) (under judicial oversight, continued operations *may be* viable, provided proper safeguards are implemented to protect consumers).

³ courts have long emphasized that life-sustaining operations should not be obstructed in fraud investigations; *see Widjaja v. JPMorgan Chase Bank, N.A.*, 9 F.4th 1214, 1218 (9th Cir. 2021) (underscoring *harm* caused by indiscriminate asset freezes).

crafted to enforce compliance without undermining lawful operations. In this regard, *Jared* must weigh the 'balance of harm' in any ongoing imposition of restrictions. [ECF No. 88 at ¶¶ 8–18, PageID 2218–2223] ⁴ See also *FTC v. Credit Bureau Center, LLC*, 7th Cir. 2020 (noting the necessity of safeguards permitting operations to continue under scrutiny). Cf. *SEC v. Liu*, 140 S. Ct. 1936, 1946 (2020) (underscoring the importance of fairness in relief measures to preserve essential functions while facilitating regulatory oversight). Such a release is critical to protect vital operations while minimizing further disruption, consistent with *Cardiff* and other judicial precedents emphasizing the delicate balance between oversight and the preservation of lawful activities. Cf. 12 U.S.C. § 1821(d)(3)(B)

In light of the foregoing, this notice filed subsequently for critical preservation of procedural integrity; protecting stakeholder interests, and mitigating undue prejudice. As established in *Sommers v. Haverhill*, 197 F.3d 149, 161 (3d Cir. 1999) (freezing of assets can exacerbate harm to both employees and creditors); thus, it is imperative that the Receiver act to prevent such detrimental effects. To ensure the fair administration of justice and safeguard against further disruption, prompt action concerning the release of funds is required, consistent with applicable precedents. Cf. 28 U.S.C. § 959(b) (providing receiver shall manage assets in a manner that does not unduly harm business operations or stakeholder interests). Meeting 15 U.S.C. § 53(b)

Respectfully,

Hamlet Garcia Jr

Proposed Intervenor

⁴ receiver's fees have escalated unreasonably, threatening to deplete estate assets and undermine the fundamental purpose of the receivership. such fees demand rigorous scrutiny to ensure they align with the services rendered, remain proportional, and do not surpass the value of the tasks performed. Cf. *L.A. Dodgers LLC*, 21-55665 (9th Cir. 2021)... to preserve fairness and fulfill its fiduciary duty, the Court must prevent excessive fees from spiraling unchecked, imposing undue burdens on the proceedings and jeopardizing the interests involved. See *HealthSouth Corp.*, 18-33675 (N.D. Ala. 2019); *SEC v. Bank of Am.*, 13-60598 (S.D.N.Y. 2013) (observing that “[f]ailure to curtail excessive receivership fees constitutes a dereliction of the Court’s duty to protect assets and ensure equity”).

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



Jared Perez <jared.perez@jaredperezlaw.com>

Notice of Compliance with Court Orders

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Wed, Dec 18, 2024 at 6:07 PM

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

Cc: "Nash, Nathan" <nnash@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>

Dear Mr. Perez,

I trust this message finds you well.

In compliance with the Court's orders, I am reaching out to notify you of the steps I have taken in response to the injunction and its willful disruption of my business operations. As you are aware, the injunction limits my ability to engage in activities related to Student Loan Forgiveness. However, due to the ongoing collapse of the business, I have developed a new entity, EDU Watcher, under EDUWatcher.com, to continue my stake in the market and ensure business continuity.

In light of the Court's directives, I acknowledge that any actions pertaining to this new entity are now subject to your oversight as Receiver. Accordingly, I respectfully request your acknowledgment of this development and any further instructions you may have to ensure full compliance with the injunction.

I look forward to your prompt response.

Kind regards,

Hamlet Garcia Jr.

Next Friend

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

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

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

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.

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.

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

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.

SIGNATURE:

Signature: *Hamlet Garcia Jr.*

(Your Signature or Authorized Representative's Signature)

Printed Name: Hamlet Garcia Jr.

Date: 12/19/2024

**Hamlet Garcia II**

101 E Olney Ave - Unit 330

Philadelphia, PA 19120

HamletGarciaJr@gmail.com

December 23, 2024

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

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

Dear Mr. Perez:

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

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

Thank you for your attention to this critical issue.

Sincerely,

Hamlet Garcia II.

proprietor
EDUWatcher



Enclosure: Payment Processing Compliance Review

Overview

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

Compliance Steps

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

Addressing Non-Responses

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

Legal Context and Case References

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

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

2. Relevant Case Studies:

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

Additional Recommendations

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

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.

**Hamlet Garcia II**

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

December 24, 2024

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

Re: Cease and Desist: Unauthorized Interference with Protected Intellectual Property
In the Matter of Federal Trade Commission v. Start Connecting LLC, et al.,
Case No. 8:24-cv-1626-KKM-AAS (M.D. Fla.),

To Whom It May Concern,

This letter serves as formal notice of my exclusive ownership and intellectual property rights related to USA Student Debt Relief. These proprietary rights extend, but not limited to:

1. **Website Content:** Original materials, including written content, visual media, and designs housed on the WordPress (WP) administrative platform.
2. **Administrative Access:** Exclusive credentials for managing the WP admin interface, an integral and proprietary control mechanism.
3. **User-Generated Data:** Information and analytics collected through the operation and use of the intellectual property.

Your actions, including unauthorized access, retention, or alteration of these assets, directly violate my intellectual property rights and disregard established legal protections for content creators. Such interference infringes my exclusive rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq., which clearly distinguishes between domain name registration and ownership of website content. By undermining these protections, your conduct not only contravenes statutory law but also disrupts the broader framework designed to safeguard and incentivize creative efforts.

Legal Framework Supporting Exclusive Rights

Under federal law, intellectual property ownership is distinct from domain registration and encompasses administrative access and content housed within the WP system. Unauthorized access or interference constitutes infringement, trespass, and conversion, as recognized in *EF Cultural Travel BV v. Explorica, Inc.*, 274 F.3d 577, 580 (1st Cir. 2001) and *Field v. Google, Inc.*, 412 F. Supp. 2d 1106, 1115 (D. Nev. 2006). Courts consistently uphold these protections, underscoring the impermissibility of actions that infringe on proprietary assets without authorization.

Demands for Immediate Compliance

To remedy the situation, you must take the following steps without delay:

1. **Restore Administrative Access:** Provide full and unrestricted access to the WP administrative interface, including all usernames, passwords, and relevant credentials.
2. **Cease and Desist:** Halt all interference with, or unauthorized use of, the proprietary content and associated data.
3. **Acknowledge Ownership:** Confirm in writing, within 5 business days, your acknowledgment of my exclusive ownership rights and outline your plan for compliance.

Consequences of Non-Compliance

Failure to comply will result in immediate legal action to enforce my rights, including but not limited to:

- Seeking injunctive relief to restrain unauthorized actions.
- Recovering compensatory and statutory damages for infringement or unauthorized use.
- Pursuing reimbursement of attorneys' fees and costs associated with enforcement.

Be advised that continued non-compliance will constitute willful infringement and bad-faith misconduct, warranting heightened penalties and damages under federal law.

Supporting Evidence

To substantiate my claims and preempt any ambiguity, I will furnish the following evidence, as necessary, to establish ownership and prior control:

- Administrative records, including logs and screenshots evidencing exclusive access.
- Financial documentation verifying expenses for hosting, development, and maintenance.
- A comprehensive catalog of proprietary content and operational data assets.

Closing Statement

This letter is issued with the expectation of prompt compliance. Let there be no misunderstanding: my intellectual property rights are fully enforceable under federal law and will be vigorously protected. You are advised to govern yourself accordingly.

All correspondence on this matter must be directed to the undersigned.

enclosure: supporting evidence

Hamlet Garcia Jr.

man; stakeholder; creditor

Imagery Supporting Affidavit and Argument Claims ¹

usastudentdebtrelief.com

Username: Sites:

Password: Note:

Username: Sites:

Password: Note:

Transaction

POS/ Debit Card

Time period

Custom

From

02/01/2023

To

12/14/2023

Filters

Security type

All Types

Symbol

Description

paypal

Order #

Check #

Show

☒ Non-cash transactions

☐ Sweep activities

Apply

Brokerage Update Disclosure ⓘ

Date ▾	Type	Description	Categories	Amount \$
10/18/23	Debit Card	PAYPAL *CARDINE 7700 EASTPORT PARKWAY 4029357733, MD, US REFID:85205348089 ;	Unassigned	324.00
10/18/23	Debit Card	PAYPAL *PEEKSTA LTD 35314369001, GB, GB REFID:MDJX7443;	Unassigned	-19.99
10/16/23	Debit Card	PAYPAL *CARDINELLEN 4029357733, MD, US REFID:MDJTXXDST;	Unassigned	-324.00
09/18/23	Debit Card	PAYPAL *PEEKSTA LTD 35314369001, GB, GB REFID:MDJPGUHO;	Unassigned	-19.99
08/22/23	Debit Card	PAYPAL *CLOUDWAYS LTD 35314369001, ML, MT REFID:MDJROMEI6;	Unassigned	-31.32
07/19/23	Debit Card	PAYPAL *IT SERVICE 4029357733,CA, US REFID:MDJBW3U73;	Unassigned	-4.99
07/19/23	Debit Card	PAYPAL *CARDINELLEN 4029357733, MD, US REFID:MDJCQDMNG;	Unassigned	-57.00
06/20/23	Debit Card	PAYPAL *CARDINELLEN 4029357733, MD, US REFID:MDJJCUE8E;	Unassigned	-57.00

Date ▾	Type	Description	Categories	Amount \$
12/12/23	Debit Card	Cloudways 101 AVE OF THE AMERICAS NEW YORK, NY, US REFID:MDJFJWGG0;	Unassigned	-171.94
10/19/23	Debit Card	CloudwaysLTD Pope Pius XII Street Mosta, ML, MT REFID:MDJJGEGS9;	Unassigned	-176.93
09/29/23	Debit Card	CLOUDWAYS LTD MOSTA, ML, MT REFID:MDJG39BGS;	Unassigned	-143.78
08/22/23	Debit Card	PAYPAL *CLOUDWAYS LTD 35314369001, ML, MT REFID:MDJROMEI6;	Unassigned	-31.32
07/17/23	Debit Card	CLOUDWAYS LTD MOSTA, ML, MT REFID:MDJYYCUH;	Unassigned	-30.78
06/20/23	Debit Card	CLOUDWAYS LTD MOSTA, ML, MT REFID:MDJCINX3S;	Unassigned	-25.74

Transaction record

Type	Debit Card
Account	Brokerage - 3711
Date posted	10/19/2023
Amount	\$176.93
Description	Cloudways LTD Pope Pius XII Street Mosta, ML, MT REFID:MDJJGEGS9;

Category (optional) ⓘ

[Add a category to this list](#) | [Assign multiple categories](#) | [Create category](#) | [Create subcategory](#)

Transaction record

Debit Card

Brokerage - 3711

10/16/2023

\$324.00

PAYPAL *CARDINELLEN 4029357733, MD, US
REFID:MDJTXXDST;[multiple categories](#) | [Create category](#) | [Create subcategory](#)

Save

Reset

¹ Documentary evidence is secondary to the irrefutable proof of creation: the exclusive, intimate knowledge of the system's operation, possessed only by its rightful creator. This knowledge, unreplicable by any other party, stands as the most potent evidence of ownership and control. See *Daubert v. Merrell Dow Pharm., Inc.*, 509 U.S. 579, 592 (1993) (affirming the weight of specialized knowledge in establishing authenticity). No one else, not even those with access, can demonstrate this proprietary mastery



Jared Perez <jared.perez@jaredperezlaw.com>

Imminent Emergency Motion & Anticipated Appeal

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Wed, Feb 19, 2025 at 3:41 PM

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

Cc: Jared Perez <jared.perez@jaredperezlaw.com>, "Schifino, John" <jschifino@gunster.com>, "Goddeyne, Matthieu" <mgoddeyne@gunster.com>, "Pierson, Gregory" <gpierson@gunster.com>, jayrojas423@gmail.com, Matthew Mueller <matt@fmhlegal.com>, Brian@fmhlegal.com, chambers_flmd_howard@flmd.uscourts.gov, chambers_flmd_sansone@flmd.uscourts.gov, FLMD_Local_Rules@flmd.uscourts.gov, "Senosiain, Melanie" <msenosiain@gunster.com>

To whomever it may concern;

An *Emergency* Motion for Reconsideration will be filed within 24 hours, to be followed promptly by an appeal. Given the Court's growing record of procedural inconsistencies and jurisdictional contradictions, i fully expect yet another entry into the Eleventh Circuit's jurisprudential hall of errors.

As for sanctions, should they be imposed, at least they will necessitate a definitive legal conclusion—something glaringly absent thus far. In fact, i contacted the Clerk's Office to inquire about pre-paying the sanction to preempt any unnecessary delays. Regrettably, they were uncertain whether such an avenue even exists. A procedural inefficiency, no doubt.

Anticipating the next chapter.

/s/ Hamlet Garcia, Jr.

i: [a] fellow-man



Jared Perez <jared.perez@jaredperezlaw.com>

Counsel's Ongoing Struggle with Reality

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Wed, Feb 26, 2025 at 11:01 AM

To: "Schifino, John" <jschifino@gunster.com>, "Goddeyne, Matthieu" <mgoddeyne@gunster.com>, "Senosiain, Melanie" <msenosiain@gunster.com>, bschifino@gunster.com

Cc: "Nash, Nathan" <nnash@ftc.gov>, Jared Perez <jared.perez@jaredperezlaw.com>, Matthew Mueller <matt@fmhlegal.com>, "Arana, Taylor" <tarana@ftc.gov>, "Carson, Christine" <ccarson@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>

Counsel,

Another motion for a more definitive statement? Interesting strategy—especially after affirming in conference that no further discovery was needed. That was your position, was it not? The record reflects as much. Yet here we are, watching the same motion meet the same fate, denied on arrival.

For \$100,000, one might expect a more coherent litigation plan. Instead, your client gets

Regards,

Lux Cae



Jared Perez <jared.perez@jaredperezlaw.com>

Material Omissions & Brady Violations in Receivership Report

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Fri, Feb 28, 2025 at 8:19 PM

To: Jared Perez <jared.perez@jaredperezlaw.com>, Matthew Mueller <matt@fmhlegal.com>, "Carson, Christine" <ccarson@ftc.gov>, "Nash, Nathan" <nnash@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>, contact@usasdr-receivership.com, "jadler_ftc.gov" <jadler@ftc.gov>, jayrojas423@gmail.com, "Goddeyne, Matthieu" <mgoddeyne@gunster.com>, "Pierson, Gregory" <gpierson@gunster.com>, "Senosiain, Melanie" <msenosiain@gunster.com>, "Schifino, John" <jschifino@gunster.com>, "Arana, Taylor" <tarana@ftc.gov>

Dear Mr. Perez,

After reviewing your Second Interim Receivership Report, I couldn't help but note glaring omissions that materially misrepresent both my status and the facts at hand. While I continue to sift through your 400-page filing, even a cursory review has already exposed the following:

1. Failure to acknowledge my Proof of Claim – You listed my name but intentionally omitted my formal, documented claim as a creditor and stakeholder, instead mischaracterizing me as an “affiliate.” This is Brady material that should have been disclosed.
2. Misrepresentation of my business role – Nowhere do you recognize that I financially contributed to the business and hold a stake, instead downplaying my role as if I were merely an outsider.
3. Failure to provide legal notice of the TRO's applicability to me – I requested clarification on whether I was bound by the TRO, and you failed to respond. If I was allegedly in violation, why did I have to learn about it from a status report instead of from you?
4. Omission of my compliance attempts – I submitted multiple communications, including a compliance proposal, which were ignored. You never engaged in any discussion of voluntary compliance before making accusations.
5. False characterization of Student Solution Service (SSS) – You labeled it as a “successor business” without proving any financial or operational ties to Start Connecting LLC. The record clearly shows SSS was independently created and funded by me before the Receivership.

A mere 10-minute review, and already the cracks run deep—material omissions, misrepresentations, and selective disclosures laid bare at a glance. If so much crumbles under the lightest scrutiny, one must wonder: How much more was buried?

So tell me, Mr. Perez—was this intentional suppression of exculpatory evidence, or just an oversight?

Awaiting your response.

Best,

Hamlet Garcia II (fellow-man)



Jared Perez <jared.perez@jaredperezlaw.com>

Final Notice – Intent to File Lawsuit Against Jared Perez on Monday, March 31, 2025

1 message

Plug App <plugpresents@gmail.com>

Sat, Mar 29, 2025 at 5:31 PM

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

Hi Jared & Matt 😊

● It appears there are no remaining barriers to proceeding with the lawsuit. Looking forward to reviewing your counterarguments.

That being said.....

This notice serves as a **formal warning** of my intent to file a **federal lawsuit** against you on **Monday, March 31, 2025**, for **fraudulent misrepresentation, defamation, deprivation of property without due process, and constitutional violations** arising from your actions as a **court-appointed receiver**.

Legal Violations & Personal Liability

1. Fraudulent Misrepresentation & Defamation

- You **falsely labeled my independent business as a “successor entity”** on the receivership website, knowingly misrepresenting facts and causing reputational and financial harm.
- You engaged in **deceptive conduct** by mischaracterizing my legal status, undermining my rights, and misleading the public about my involvement.

2. Unlawful Deprivation of Property & Stakeholder Suppression

- You **wrongfully seized and controlled intellectual property, marketing materials, and client leads**, despite my established rights as a **stakeholder and creditor** in **USA Student Debt Relief**.
- You deliberately **ignored my claims, obstructed my rights, and concealed material facts** to advance a **preconceived narrative** that denied me rightful standing.

3. Immunity Challenges – No Shield from Liability

- **You are not entitled to absolute immunity.** Court-appointed receivers **do not enjoy judicial immunity** when acting beyond their scope, engaging in misconduct, or violating constitutional rights.
- **You cannot claim qualified immunity.** Your actions as a receiver, **functioning under federal authority**, subjected you to **direct liability** under **Bivens v. Six Unknown Named Agents, 403 U.S. 388 (1971)** for due process deprivations and unlawful takings.
- **Receivership does not shield intentional torts.** The **Federal Tort Claims Act (FTCA)** does not protect against **fraud, defamation, or unconstitutional takings**, all of which you knowingly committed.

Final Legal Warning

This will serve as your **final opportunity** to rectify these violations before **Monday, March 31, 2025**, when formal litigation will be initiated. Any attempt to invoke improper immunity defenses will be **met with direct legal challenges**, and you will be **held personally accountable** for your actions.

Sincerely,

Enkidu



Jared Perez <jared.perez@jaredperezlaw.com>

Re: Notice of Legal Action: Unveiling the ABA Cartel & Systemic Collusion

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Sat, Mar 29, 2025 at 6:14 PM

To: Plug App <plugpresents@gmail.com>

Cc: "Nash, Nathan" <nnash@ftc.gov>, "Carson, Christine" <ccarson@ftc.gov>, "Gielow, D'Laney" <dgielow@ftc.gov>, Matthew Mueller <matt@fmhlegal.com>, Jared Perez <jared.perez@jaredperezlaw.com>, contact@usasdr-receivership.com, FLMD_Local_Rules@flmd.uscourts.gov, chambers_flmd_howard@flmd.uscourts.gov, "jadler_ftc.gov" <jadler@ftc.gov>, "Schifino, John" <jschifino@gunster.com>, "Arana, Taylor" <tarana@ftc.gov>, "Goddeyne, Matthieu" <mgoddeyne@gunster.com>, "Pierson, Gregory" <gpierson@gunster.com>, daniel_mccormick@paed.uscourts.gov, gmurphy@gunster.com, AO_OJI@ao.uscourts.gov

Following up on Enkidu's statement—this extends far beyond receivership abuse—Bar Association members and affiliated entities have systematically monopolized legal access, manipulating procedural rules to exclude independent litigants and retaliate against challengers. Through group boycotts, anti-competitive agreements, inflated legal fees, and collusive suppression, they have entrenched a system where only bar-certified attorneys—licensed under the ABA's monopolistic structure—control legal advocacy. Courts, prosecutors, and defense attorneys operate within this cartel, leveraging their positions to obstruct non-member participation, misappropriate strategies, and financially cripple adversaries. Seeking treble damages under antitrust law for those denied access, subjected to exclusionary practices, or financially harmed—dismissal attempts will only reinforce the case.

{More information will be given in due time}

Have a great weekend everyone 🍌

On Sat, 29 Mar 2025 at 4:48 PM Plug App <plugpresents@gmail.com> wrote:

This formal notice informs you that on April 1, 2025, a lawsuit will be filed exposing your coordinated effort to monopolize legal proceedings, obstruct competition, and misappropriate proprietary interests—all in furtherance of a cartelized scheme designed to consolidate control over both the legal and economic landscape.

Cartelization & Monopolization of the Legal System

- **FTC & Federal Actors:** Orchestrated an illegitimate receivership takeover, knowingly disregarding rightful stakeholder claims and suppressing competitive businesses through selective enforcement and legal distortions.
- **Judge & Clerk Elizabeth Warren:** Complicit in procedural corruption, employing bad-faith rulings to obstruct due process, silence rightful claims, and shield entrenched interests from scrutiny.
- **Jared Nash & Receivership Misconduct:** Seized and misappropriated assets outside of lawful authority, engaged in defamatory mischaracterization, and participated in an orchestrated effort to erase rightful claims to ownership and control.
- **John Schifino (Defense Counsel Misconduct):** Concealed, misappropriated, and weaponized legal strategy, akin to the unethical legal manipulation seen in high-profile cases such as Meek Mill's counsel betrayal by Joe Tacopina—a blatant violation of ethical obligations and a

contributing factor to this conspiracy.

Legal Action & Implications

The forthcoming lawsuit will establish:

1. **Antitrust & RICO Violations** – Deliberate cartelization through legal monopolization, obstructing free market competition via fraudulent receivership practices and court-aided suppression.
2. **Fraud, Misrepresentation & Defamation** – Intentional dissemination of false claims to neutralize opposition and discredit rightful stakeholders.
3. **Constitutional Violations** – Denial of due process, suppression of fundamental rights, and collusion to obstruct justice for personal and institutional gain.

Your coordinated legal and economic conspiracy is fully documented, and the scope of this lawsuit will extend to interstate agencies and actors complicit in the broader scheme. Expect full exposure.

Proceed accordingly, Enkidu

Side Note: This case is just the beginning. The deeper this unfolds, the clearer it becomes that this is part of a larger, coordinated effort within the ABA-aligned legal cartel—a system designed to shield itself from accountability. Interesting to see how BAR members will handle being sued as a collective, only to find themselves before a BAR member judge, represented by BAR member attorneys—a conflict of interest they can't escape. Dismissal attempts will only further expose the monopoly at play, making the case stronger with every move they make.



Jared Perez <jared.perez@jaredperezlaw.com>

Formal Objection – Misrepresentation of Facts in Doc. 151

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Sun, Mar 30, 2025 at 1:17 PM

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

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

Jared,

Labeling me as a “purported former affiliate” is a deliberate mischaracterization. The record—**Doc. 151 at 380, 394, 395**—establishes my status as a **stakeholder and creditor**, which you have acknowledged yet failed to properly reflect. Suppressing material facts while selectively citing communications distorts the truth and undermines due process.

This misrepresentation raises serious concerns, including:

- **Bad faith litigation tactics** – Misstating known facts to alter judicial perception.
- **FRCP 11(b) violations** – Factual misstatements without evidentiary support.
- **Fraud on the court** – Concealing critical details to obstruct fair proceedings.
- **Due process interference** – Depriving a rightful creditor of recognition.

As the Supreme Court made clear in **Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co., 324 U.S. 806 (1945)**, courts do not tolerate deception that undermines judicial integrity. The record must be corrected immediately.

This serves as a formal objection and notice.

Hamlet Garcia Jr.

- Navigated myriad attempts by Hamlet Garcia Jr. (“Garcia”), a purported former affiliate of Start Connecting SAS, to disrupt the Receivership, including a baseless request for a “wellness check” by the Tampa Police Department on the Receiver (*see infra* § VI.A.);



Jared Perez <jared.perez@jaredperezlaw.com>

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

1 message

Hamlet Garcia <hamletgarciajr@gmail.com>

Mon, Mar 31, 2025 at 3:48 PM

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

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

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

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

Hi Jared :)

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

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

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

Govern yourself accordingly.

Sincerely,

Hamlet Garcia II

As an aside:

ChatGPT said:

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

5/2/25, 1:34 PM Jared J. Perez Mail - Re: Notice of Legal Action - Our Own Statements Confirm Liability

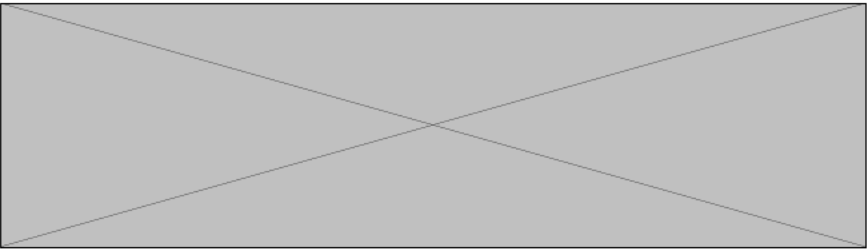
a formal objection, knowing it will be disregarded, as direct evidence of this BAR-cartel's obstruction. This record will stand, reinforcing the need for federal intervention.

□□□□□

Composite Exhibit B

Case 8:24-cv-01626-KKM-AAS Document 191-2 Filed 05/02/25 Page 2 of 15 PageID
From: richard Gray <richard.g@usastudentdebtrelief.com>
Sent: Wednesday, July 17, 2024 10:38 AM 3911
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: Sales Recordings
Attach: E139693 SALES CALL RECORDING 1.WAV

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From: adam <adam.t@usastudentdebtrelief.com>
Sent: Thursday, July 18, 2024 9:24 AM
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: HubSpot leads
Attach: datos-google-18-07-2024.xlsx

From: david <david.t@usastudentdebtreliet.com>
Sent: Thursday, July 18, 2024 9:27 AM
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: HubSpot
Attach: datos-google-18-07-2024.xlsx

From: Case 8:24-cv-01626-KKM-PAS Document 191-2 Filed 05/02/25 Page 5 of 15 PageID
richard Gray <richard.g@usastudentdebtrelief.com>
Sent: Friday, July 19, 2024 3:57 AM 3914
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: Documentación Requerida
Attach: TotalandPermanentDisabilityDischarge.pdf



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Saludos Sr. [REDACTED]

Expediente # [REDACTED]

Le escribe Richard Gray, case manager, Espero se encuentre bien.

Agradecemos la confianza que está depositando en nosotros para ayudarle con sus préstamos universitarios federales. Continuaremos comunicándonos con usted para asegurarnos de que su aplicación sea enviada correctamente.

Una vez hayamos recibido todos los documentos e información solicitados, enviaremos su aplicación al Departamento de Educación de Los EE.UU. y se lo notificaremos.

Revise por favor, la opción que aplica a su situación laboral actual y asegúrese de enviarnos mínimo uno de los siguientes soportes de ingreso que concuerde con sus ingresos reportados el año pasado:

- PRUEBA DE INGRESOS (MAYOR PRIORIDAD):

- **Talonarios/Comprobantes de nómina consecutivos:** fechados durante los últimos 60 días. Envíenos 2 si le pagan quincenal, bisemanal o mensualmente; o 4, si le pagan semanalmente. Asegúrese de que sus talonarios estén completos, que muestren su nombre, el de su empleador, y el detalle de sus ingresos y deducciones.

- **Carta Del Empleador:** Si usted es EMPLEADO de una compañía, solicite el certificado Laboral a la oficina de Recursos Humanos o a su Empleador.

- **Formulario 1040:** páginas 1 y 2 de su declaración de impuestos (con firma personal en primera página) del 2021. **(solo si declaró sus impuestos como solter@ o cabeza de familia).**

- **Declaración De Impuestos:** Planilla de contribución sobre ingresos de individuos año contributivo 2020 o 2021.

- **Formulario W-2:** Formulario del año 2020 y/o 2021. **(solo si declaró sus impuestos como solter@ o cabeza de familia).**

- **2. FORMULARIO PSLF:** Debe completar la página 1 y su empleador debe completar la página 2 en su totalidad **(ver el formulario PSLF adjunto).**

Si solicita la condonación de préstamos por servicio público, tenga en cuenta los siguientes requisitos de elegibilidad:

- Debe trabajar para una agencia gubernamental o para ciertos tipos de organizaciones sin fines de lucro.

- Trabajar a tiempo completo para esa agencia u organización.
- Los siguientes tipos de empleadores no califican para PSLF:

-Sindicatos laborales.

-Organizaciones políticas partidistas.

-Organizaciones con fines de lucro (esto incluye a los contratistas gubernamentales con fines de lucro).

-Organizaciones sin fines de lucro que no están exentas de impuestos bajo la Sección 501 (c) (3) del Código de Rentas Internas y que no brindan un servicio público calificado como su función principal.

-Contratistas gubernamentales: los contratistas gubernamentales con fines de lucro no son empleadores calificados.

Por favor, tenga en cuenta que, si no proporciona la información/documentación solicitada de manera oportuna, su aplicación podría ser rechazada o demorada.

Puede enviar sus documentos respondiendo sobre este correo electrónico o a través de los siguientes medios:

• **Email:**

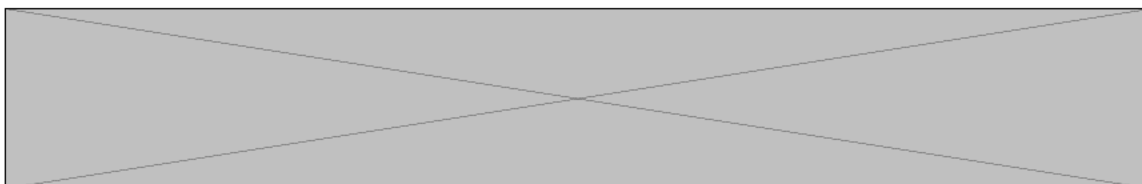
documents@usastudentdebtrelief.com

• **Fax:** 941-479-3532.

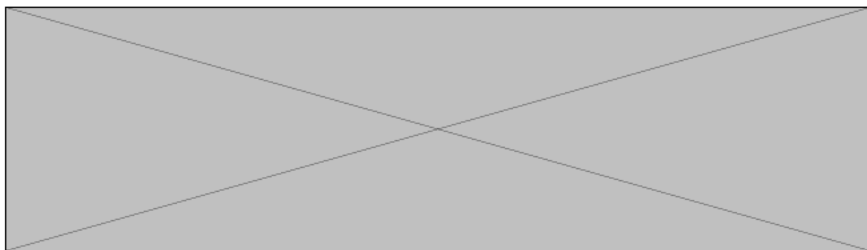
IMPORTANTE: el contenido de sus documentos debe ser

legible y claro. Si va a tomar fotos, asegúrese de que no
aparezcan sombras sobre ellos que las imágenes no salgan
con mucha luz o muy oscuras, y que las cuatro esquinas de
los documentos sean visibles. USA Student Debt Relief se
pondrá en contacto con usted nuevamente para solicitar que
envíe nuevas copias de sus documentos en caso de que algún
documento sea rechazado por nuestro Departamento de
Documentos o el Departamento de Educación de los EE.UU.

Si tiene alguna duda o inquietud, por favor contáctenos al siguiente número:



Cordialmente,|



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From: Case 8:24-cv-01626-KKM-AAS Document 191-2 Filed 05/02/25 Page 9 of 15 PageID
richard Gray <richard.g@usastudentdebtrelief.com>
Sent: Friday, July 19, 2024 4:03 AM 3918
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: REQUIRED DOCUMENTS

[REDACTED] this one is the one with the ACH that hung up

[REDACTED] this is the client that canceled [REDACTED]

[REDACTED] - Hung up because of the noise

Greetings, Ms. [REDACTED]

File # [REDACTED]

<https://studentaid.gov/fsa-id/sign-in/landing>

Credentials:

Username: [REDACTED]

Password: [REDACTED]

This is Richard Gray, your case manager at USA Student Debt Relief. We hope this message finds you well.

We would like to thank you for the opportunity you are giving our company to serve you. We will continue to communicate with you to ensure that your application is submitted correctly. Once we have received all the required documentation and information, we will submit your application to the US Department of Education and you will be notified.

Please, make sure to send in all required documents and information ASAP:

- **PROOF OF INCOME**: Please send 1 of the following:

- **CONSECUTIVE PAY STUBS**: dated within the last 60 days. Send in 4 paycheck stubs if you get paid bi-weekly/semi-monthly/monthly, send in 4 paycheck stubs if you get paid weekly. **Make sure your paycheck stubs are complete and show your name, company's name, pay period, all earnings and deductions.**

- **CERTIFIED EMPLOYER'S LETTER:**

Letter issued by your employer on company's letter head and must include: Name, position, pay period and salary. Signed by a concerned manager to confirm the employment with the organization.

- **1040 TAX FORM**: pages 1 and 2 from 2020 and/or 2021 tax return form (**only if you filed taxes as single or head of household**). If you didn't file taxes for those years, disregard this document.

- **W-2 FORM**: 2020 and/or 2021 form (**only if you filed taxes as single or head of household**). If you didn't file taxes for those years, disregard this document.

- **LETTER OF EXPLANATION**

(handwritten and signed): If you are **SELF-EMPLOYED OR CAN'T SUMIT ANY OF THE INCOME PROVES FROM ABOVE**, please write a letter stating that this is your only way of proving your income. *See template:*

(Today's date)

*I am currently working at (company's name).
My gross income is \$xxx, per paycheck, which
is paid (pay frequency).*

Yours Sincerely,

(Handwritten Signature)

(Print Name)

You may send in your documents by replaying to this email
or to the following:

- **Email:** documents@usastudentdebtrelief.com
- **Fax:** 941-479-3532

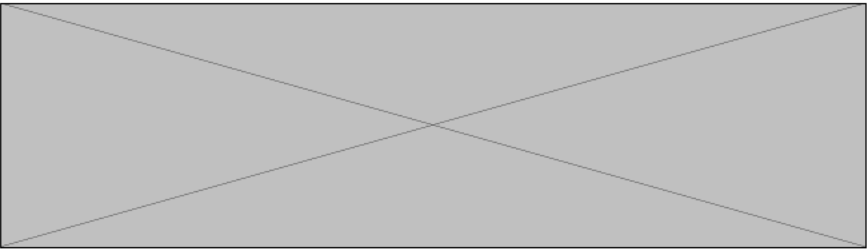
If you have any questions, please call us back at following number:

Best regards,

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From: Case 8:24-cv-01626-KKM-AAS Document 191-2 Filed 05/02/25 Page 13 of 15 PageID
Sent: Friday, July 19, 2024 5:41 AM 3922
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: new HubSpot leads
Attach: datos-google-19-07-2024.xlsx

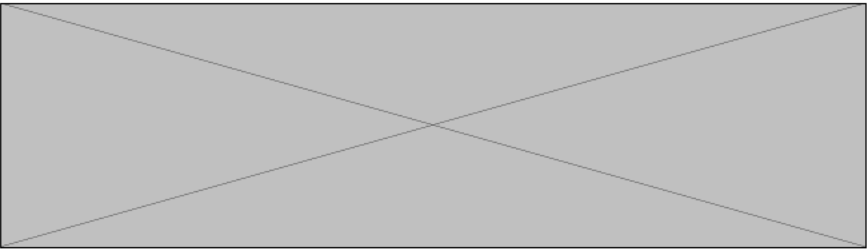
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From: Case 8:24-cv-01626-KKM-AAS Document 191-2 Filed 05/02/25 Page 14 of 15 PageID
Sent: Monday, July 22, 2024 4:30 AM 3923
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: New hubs
Attach: datos-google-22-07-2024.xlsx

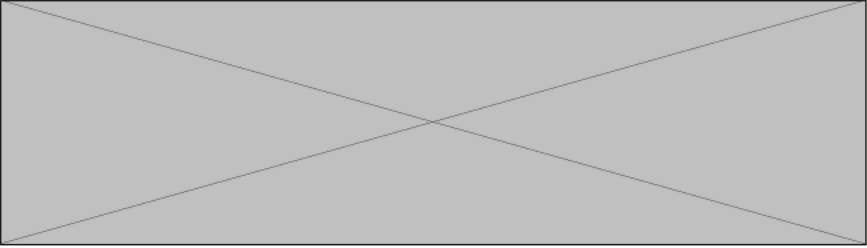
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From: Case 8:24-cv-01626-KKM-AAS Document 191-2 Filed 05/02/25 Page 15 of 15 PageID
Sent: Monday, July 22, 2024 4:33 AM 3924
To: Hamlet Garcia <hamletgarciajr@gmail.com>
Subject: New hubs
Attach: datos-google-22-07-2024.xlsx

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