

**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 UNOPPOSED MOTION TO APPROVE SETTLEMENT
WITH DOUGLAS R. GOODMAN and DORIS E. GALLON-GOODMAN**

Jared J. Perez, as the Court-appointed receiver (the “**Receiver**” and the “**Receivership**”) over (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, moves the Court to approve the settlement agreement attached hereto as **Exhibit 1** between the Receiver and defendants Douglas R. Goodman and Doris E. Gallon-Goodman.

The resolution of the Receiver's claims against Goodman and Gallon-Goodman will conserve the parties' and the Court's resources while avoiding the harshest outcomes, including bankruptcies and the imposition of constructive trusts and equitable liens on homestead property. *See, e.g., Lee v. Wiand*, 603 B.R. 161 (M.D. Fla. 2018). Given the risks inherent in litigation and the desire to conserve the resources, the Receiver believes the settlement is reasonable, equitable, and in the best interests of the Receivership.

BACKGROUND

On July 11, 2024, as mentioned above, the Court appointed Jared J. Perez as Receiver 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. *See* Doc. 13 (the "**TRO**"); *see also* Docs. 69, 78 (the "**Preliminary Injunctions**"). Thereafter, the Receiver expanded the Receivership to include, (3) Zage Group, LLC (Doc. 47), (4) G&G International Consultants SAS (Doc. 53), and (5) LEADSR4US, LLC (Doc. 54) (combined, the five aforementioned entities are referred to as the "**Receivership Entities**").

Among his Court-ordered duties, “[t]he Receiver shall have full power to sue for, collect, and receive all Assets of the Stipulating Corporate Defendant and non-party Receivership Entities and of other persons or entities whose interests are now under the direction, possession, custody, or control of the Stipulating Corporate Defendant or non-party Receivership Entities.” (Doc. 69 at 25). The Receiver detailed the steps he has taken to implement the terms of the TRO and Preliminary Injunctions, including his consideration of potential claims, in his Second Interim Report. (*See generally* Doc. 151).

The Receiver’s Settlement with Goodman and Gallon-Goodman

On March 14, 2025, the FTC, Receiver, and defendants Goodman and Gallon-Goodman participated in mediation. Settlement discussions continued thereafter. On April 8, 2025, the Receiver and defendants Goodman and Gallon-Goodman settled the Receiver’s pre-litigation claims in conjunction with the defendants’ agreement to settle the FTC’s asserted claims. As noted above, a copy of the settlement agreement is attached as Exhibit 1.

The settlement was reached after extended discussions with the defendants and the FTC, including the exchange of financial information and the evaluation of the Receiver’s claims and prospects of collection. The Receiver evaluated the defendants’ assets and ability to satisfy any judgment against them, which ability is limited beyond the assets subject to the proposed settlement with the FTC, and the Receiver believes that the proposed

settlement with the FTC provides a reasonable maximization of funds that could be reasonably collected from Goodman and Gallon-Goodman.

The terms of the proposed settlement with the FTC are as follows: Douglas R. Goodman and Doris E. Gallon-Goodman have consented to the entry of a suspended monetary judgment in the amount of \$7,304,737.29 in favor of the FTC and against the Settling Defendants (as defined in Exhibit 1), jointly and severally; Douglas R. Goodman and Doris E. Gallon-Goodman have agreed to (1) pay the FTC \$351,802.12 within seven days of entry of the consent order; (2) waive any right to or interest in any monies belonging to Receivership Entities, including the funds previously frozen, liquidated, and/or collected by the Receiver in the amount of approximately \$444,556.37; and (3) waive any right to or interest in the personal funds belonging to Douglas R. Goodman and Doris E. Gallon-Goodman that were previously frozen, liquidated, and/or collected by the Receiver or the FTC in the amount of at least \$867,754.10¹ in the accounts outlined in the proposed Stipulated Order For Permanent Injunction, Monetary Judgment, And Other Relief, which the FTC will file with the Court after approval by the Commissioners of the Federal Trade Commission.

¹ This figure represents the total value of the frozen personal assets as of July 2024.

MEMORANDUM OF LAW

The Court's power to supervise an equity receivership and to determine the appropriate actions to be taken in the administration of the receivership is extremely broad. *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Hardy*, 803 F.2d 1034, 1038 (9th Cir. 1986). The Court's wide discretion derives from the inherent powers of an equity court to fashion relief. *Elliott*, 953 F.2d at 1566; *S.E.C. v. Safety Finance Service, Inc.*, 674 F.2d 368, 372 (5th Cir. 1982). A court imposing a receivership assumes custody and control of all assets and property of the receivership, and it has broad equitable authority to issue all orders necessary for the proper administration of the receivership estate. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002); *S.E.C. v. Wencke*, 622 F.2d 1363, 1370 (9th Cir. 1980). A court may enter such orders as may be appropriate and necessary for a receiver to fulfill his duty to preserve and maintain the property and funds within the receivership estate. *See, e.g., Official Comm. Of Unsecured Creditors of Worldcom, Inc. v. S.E.C.*, 467 F.3d 73, 81 (2d Cir. 2006). Any action taken by a district court in the exercise of its discretion is subject to great deference by appellate courts. *See United States v. Branch Coal*, 390 F.2d 7, 10 (3d Cir. 1969). Such discretion is especially important considering that one of the ultimate purposes of a receiver's appointment is to provide a method of gathering, preserving, and ultimately liquidating assets to return funds to creditors. *See S.E.C. v. Safety*

Fin. Serv., Inc., 674 F.2d 368, 372 (5th Cir. 1982) (court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

Defendants Goodman and Gallon-Goodman have reached mediated settlement agreements with the FTC (pending final approval by the Commission) and the Receiver. Taking into consideration the risks inherent to litigation, their ability to pay, and other circumstances, including the need to conserve Receivership assets, the proposed settlement would resolve potentially expensive litigation with the defendants, which could prove fruitless, especially in light of their proposed settlement with the FTC. The settlement provides substantial benefit to the Receivership and provides efficient resolution to potential claims involving Goodman and Gallon-Goodman.

CONCLUSION

For the foregoing reasons, the Receiver respectfully moves this Court for an Order approving the settlement.

LOCAL RULE 3.01(G) CERTIFICATION

Undersigned counsel has conferred with counsel for the FTC and is authorized to represent that the FTC does not oppose the relief requested in this motion. Undersigned counsel has also conferred with counsel for Defendants Start Connecting LLC, Douglas R. Goodman, and Doris E. Gallon-

Goodman, who consent to the relief requested in this motion. The Receiver has not consulted with defendant Rojas, who is in default and who does not respond to the Receiver's communications in any event.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 22, 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.

s/ Matthew J. Mueller

Matthew J. Mueller, FBN: 0047366

FOGARTY MUELLER HARRIS, PLLC

501 E. Kennedy Blvd.

Suite 1030

Tampa, Florida 33602

Tel: 813-682-1730

Fax: 813-682-1731

Email: matt@fmhlegal.com

Counsel for Receiver, Jared J. Perez

Exhibit 1

SETTLEMENT AGREEMENT

WHEREAS, on July 9, 2024, the Federal Trade Commission (the “**FTC**” or the “**Commission**”) filed a complaint (Doc. 1) against: (1) START CONNECTING LLC, d/b/a USA Student Debt Relief, a Florida limited liability company; (2) START CONNECTING SAS, d/b/a both USA Student Debt Relief and Start Connecting, a Colombia corporation; (3) DOUGLAS R. GOODMAN, individually and as an officer of START CONNECTING LLC; (4) DORIS E. GALLON-GOODMAN, individually and as an officer of START CONNECTING LLC; and (5) JUAN S. ROJAS, individually and as an officer of START CONNECTING LLC and START CONNECTING SAS;

WHEREAS, on July 11, 2024 the Court appointed Jared J. Perez to serve as receiver (Doc. 13) (the “**Receiver**” or “**Receivership**”) over (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 in the above-referenced action, M.D. Fla. Case No. 8:24-cv-1626-KKM-AAS (the “**Receivership Court**”) (see Doc. 13 (the “**TRO**”); see also Docs. 69, 78 (the “**Preliminary Injunctions**”)). Thereafter, the Receiver expanded the Receivership to include, (3) Zage Group, LLC (Doc. 47), (4) G&G International Consultants SAS (Doc. 53), and (5) LEADSR4US, LLC (Doc. 54) (combined, the five aforementioned entities are referred to as the “**Receivership Entities**”);

WHEREAS, subject to approval by the Commission, the FTC has entered or will enter into a proposed Stipulated Order For Permanent Injunction, Monetary

Judgment. And Other Relief with Defendants Start Connecting, LLC, Douglas R. Goodman, And Doris E. Gallon-Goodman (the “**Settling Defendants**”):

WHEREAS, the Receiver believes that the Receivership Entities have, *inter alia*, meritorious but as-of-yet unasserted tort and fraudulent transfer claims against Douglas R. Goodman and Doris E. Gallon-Goodman;

WHEREAS, Douglas R. Goodman and Doris E. Gallon-Goodman, without admitting liability, wish to resolve these matters globally and amicably;

WHEREAS, subject to the Commission’s approval, Douglas R. Goodman and Doris E. Gallon-Goodman have consented to the entry of a suspended monetary judgment in the amount of \$7,304,737.29 in favor of the FTC and against the Settling Defendants, jointly and severally;

WHEREAS, in satisfaction of that suspended judgment, Douglas R. Goodman and Doris E. Gallon-Goodman have agreed to (1) pay the FTC \$351,802.12 within seven days of entry of the consent order; (2) waive any right to or interest in any monies belonging to Receivership Entities, including the funds previously frozen, liquidated, and/or collected by the Receiver in the amount of approximately \$444,556.37; and (3) waive any right to or interest in the personal funds belonging to Douglas R. Goodman and Doris E. Gallon-Goodman that were previously frozen, liquidated, and/or collected by the Receiver or the FTC in the amount of at least \$867,754.10¹ in the accounts outlined in the proposed Stipulated

¹ This figure represents the total value of the frozen personal assets as of July 2024.

Order For Permanent Injunction, Monetary Judgment, And Other Relief (collectively, the “**Settlement Amount**”); and

WHEREAS, in light of the Settlement Amount, the Receiver has evaluated Douglas R. Goodman’s and Doris E. Gallon-Goodman’s assets and ability to satisfy any additional judgment against them and believes the settlement described herein provides a reasonable maximization of funds that could be appropriately and foreseeably obtained from Douglas R. Goodman and Doris E. Gallon-Goodman through the pursuit of independent litigation and collection efforts;

NOW, THEREFORE, subject to the approval of the Receivership Court and in consideration of Douglas R. Goodman’s and Doris E. Gallon-Goodman’s consent judgment with the FTC and Douglas R. Goodman’s and Doris E. Gallon-Goodman’s agreement to waive any right to or interest in any monies previously frozen, liquidated, and/or collected by the FTC or the Receiver, upon entry of the consent judgment and full payment of the Settlement Amount, the Receiver, on behalf of the Receivership Entities and their employees, agents, representatives, beneficiaries, and assigns, shall be deemed to have released and forever discharged Douglas R. Goodman and Doris E. Gallon-Goodman of and from any and all claims asserted (or which could have been asserted) by the Receiver against them, expressly including the above-mentioned tort and fraudulent transfer claims.

Douglas R. Goodman and Doris E. Gallon-Goodman agree to waive and do hereby waive any claim that they had, currently have, or may have against the

Receiver, the Receivership Entities, and/or any employees, agents, or affiliates of the Receiver.

After execution of this Settlement Agreement by all parties and finalization of the FTC's consent judgment, the Receiver will move the Receivership Court for approval of this Settlement Agreement. To the extent necessary, Douglas R. Goodman and Doris E. Gallon-Goodman agree to assist the Receiver in seeking approval from the Court for this Settlement Agreement. If the Court refuses to approve or otherwise give effect to this Settlement Agreement for any reason, it shall be null and void.

The settlement of this cause shall not be deemed an admission of any form of liability or wrongdoing by any party, each of whom expressly denies any liability or wrongdoing.

Defendants and the Receiver shall bear their own attorneys' fees and costs related to the above-styled action in the Middle District of Florida.

Defendants and the Receiver agree that this Settlement Agreement shall be governed by and be enforceable under Florida law in the United States District Court for the Middle District of Florida, Tampa Division.

This Settlement Agreement may be executed in counterparts, each of which is deemed an original, and all counterparts in the aggregate shall constitute the original signed instrument.

The Settlement Agreement is binding on all parties reflected by their signatures below, subject to the approval of the U.S. District Court presiding over

the Receivership. If the U.S. District Court presiding over the Receivership does not approve the Settlement Agreement, then both the Receiver and the Defendants shall be fully released from the provisions of this Settlement Agreement.

SO STIPULATED AND AGREED:

FOR DEFENDANTS:

John A. Schifino

Date: 04-08-2025

John A. Schifino, Esq.
Florida Bar Number 72321
Matthieu Goddeyne, Esq.
Florida Bar Number 122189
Melanie B. Senosiain, Esq.
Florida Bar Number 118904
Gregory L. Pierson, Esq.
Florida Bar Number 123905
GUNSTER, YOAKLEY & STEWART, P.A.
401 E. Jackson St., Suite 1500
Tampa, FL 33602
Telephone: (813) 228-9080
Facsimile: (813) 228-6739
Email: jschifino@gunster.com
Email: mgoddeyne@gunster.com
Email: msenosiain@gunster.com
Email: gpierson@gunster.com
Counsel for Defendants Douglas R. Goodman, and Doris E. Gallon-Goodman

DEFENDANTS:

Douglas R. Goodman
Douglas R. Goodman

Date: 4/7/2025

Doris E. Gallon-Goodman
Doris E. Gallon-Goodman

Date: 4/7/2025

FOR RECEIVER:

JARED J. PEREZ



Date: 4/9/2025

Mattew 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

Date: _____

Jared J. Perez, Receiver

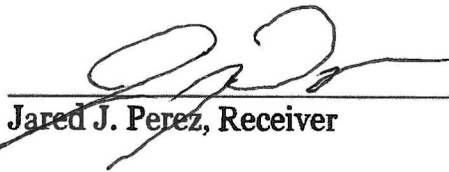
FOR RECEIVER:

JARED J. PEREZ



Mattew 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

Date: 4/9/2025



Jared J. Perez, Receiver

Date: 4/9/25