

**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 FINAL REPORT
AND MOTION TO CLOSE RECEIVERSHIP**

On October 17, 2025, the Court directed Jared J. Perez (the “**Receiver**”) “to wind up the Receivership Entities and liquidate all assets within 180 days” – i.e., on or before April 15, 2026.¹ See Doc. 217 at § VII. In compliance with

¹ The “**Receivership Entities**” are comprised of defendants Start Connecting, LLC and Start Connecting SAS as well as nonparties Zage Group, LLC, G&G International

the Court's directive, the Receiver submits this final report and moves for an order granting various forms of relief both customary and necessary to close the Receivership. See, e.g., *S.E.C. v. Nadel*, Case No. 8:09-cv-00087-VMC-CPT (M.D. Fla.) (Docs. 1461, 1464); *F.T.C. v. NPB Advertising, Inc., et al.*, Case No. 8:14-cv-01155-SDM-TGW (M.D. Fla.) (Docs. 292-94).

Specifically, the Receiver moves the Court for entry of an order² in substantially the form attached hereto as **Exhibit 1**:

- Authorizing the Receiver to distribute **\$237,181.78** in cash to the Federal Trade Commission (“**FTC**”) (see *infra* § V);
- Approving final fees and costs incurred and to be incurred by the Receiver and his professionals (see *infra* § V & Doc. 227);
- Approving the Receiver's Final Accounting (Ex. 2);
- Authorizing the Receiver to (1) abandon the Receivership Entities generally and (2) abandon, release, assign, turnover, or destroy, as appropriate, all remaining Receivership assets and liabilities, specifically including unnecessary documents (see *infra* § II); and
- Retaining jurisdiction to enforce the Court's orders, including its application of the Barton doctrine to prohibit litigation against the Receiver without prior leave of Court (see Doc. 219).

Importantly, the FTC does not oppose the relief requested in the motion, which will resolve this Receivership after fewer than two years.

Consultants SAS, and LEADSR4US, LLC. This document also refers to the Receivership Entities as the “**Receivership**” and/or the “**Receivership Estate**.”

²The Receiver recognizes that changes to the Local Rules prohibit the submission of proposed orders without leave of Court, but because receivership matters are idiosyncratic, and this motion is intended to resolve numerous issues accumulating over several years, the Receiver simultaneously seeks leave to submit the attached proposed order.

The Court's orders appointing (Doc. 13) and reappointing (Doc. 69) the Receiver (collectively, the "**Appointing Orders**") directed him, among other things, to (1) take possession of and marshal the documents and assets of the Receivership Entities; (2) investigate the business affairs of the Receivership Entities, including whether they could have been operated profitably and lawfully; (3) take actions as appropriate to recover funds for the benefit of the Receivership Estate; and (4) protect the interests of consumers who have transacted business with any Receivership Entity.

At this point, the Receiver believes that he has concluded his efforts to recover assets for distribution to the FTC for consumer redress and has otherwise completed his work under the Court's orders. While there are remaining assets that might have value (i.e., small financial accounts held in Colombia by uncooperative banks), the Receiver believes that the cost to repatriate those funds would greatly exceed any amount the Receiver could reasonably expect to recover. See *infra* § II.B. Based on this analysis, there is no further benefit to be gained from the continuation of this Receivership.

Background

On July 9, 2024, the FTC filed a complaint in this Court charging the defendants with violating various federal statutes. See Doc. 1. Specifically, the FTC alleged that defendants Douglas R. Goodman, Doris E. Gallon-Goodman, and Juan S. Rojas used Start Connecting, LLC and Start Connecting SAS to

defraud consumers (often Spanish-speaking) into paying hundreds of dollars to a predatory “debt relief” operation on the false promise of student loan forgiveness. See *id.* Defendants often misrepresented to consumers that they were affiliated with the United States Department of Education or with the consumers’ loan servicers. See *id.* Defendants also told consumers that Start Connecting would facilitate consumers’ monthly loan payments, but instead, they were pocketing the consumers’ money.³ See *id.*

On July 11, 2024, the Court entered an order appointing Jared J. Perez as Receiver over Start Connecting, LLC and Start Connecting SAS (collectively d/b/a “**USA Student Debt Relief**” or “**USASDR**”). Doc. 13. Based on transactions recorded in client relationship management software, the Receiver discovered that, between 2019 through 2024, approximately \$9,980,715.37 was raised in connection with over 173,618 consumer transactions on behalf of USA Student Debt Relief.

I. Efforts Undertaken by the Receiver and his Professionals to Implement the Appointing Orders.

The work of the Receiver and the professionals he retained has been documented in the Receiver’s two prior interim reports and in other filings with

³ The defendants who settled with the Receiver and the FTC denied any wrongdoing; other defendants did not participate in this litigation, and default judgments were entered.

this Court. See e.g., Docs. 26, 151. Since his appointment on July 11, 2024, the Receiver, among other things, has accomplished the following:

Settlements & Recoveries

- Participated in mediation and settlement efforts that resulted in the entry of a judgment in the amount of **\$7,304,737.29** against defendants Douglas Goodman, Doris Gallon-Goodman, and Start Connecting, LLC (Doc. 203);
 - Resolved the Receivership Entities' independent claims (e.g., breach of fiduciary duty) against these defendants as part of the parties' broader settlement without wasting resources on ancillary litigation (see Docs. 200, 202);
- Participated in further efforts that resulted in the entry of a default judgment in the amount of **\$7,304,737.29** against Juan Rojas and Start Connecting SAS (Doc. 218);
- Recovered a total of **\$450,141.40** from certain Receivership Entities' bank and merchant reserve accounts (Ex. 2);
 - Recovered almost **\$100,000** transferred from USASDR accounts on the day of the Receiver's appointment in violation of the Court's asset freeze (id.);
- Implemented the asset freeze and helped the FTC recover an additional **\$912,277.59** from personal bank accounts and other assets belonging to individual defendants Douglas Goodman and Doris Gallon-Goodman plus a cash settlement payment of **\$351,802.12** for a total of **\$1,264,079.71** direct to the FTC (i.e., without passing through the Receivership Estate);
- Obtained an order from this Court that resulted in the dismissal of two lawsuits against the Receiver (see Doc. 219; *Garcia v. Perez*, Case No. 25-003322-SC (Fla. 6th Cir. Ct. filed Apr. 3, 2025); *Garcia v. Judicial Threats to Interstate Access to Florida Courts*, Case No. 25-001864-CI (Fla. 6th Cir. Ct. filed Apr. 12, 2025));

Investigations & Expansion

- Worked with the FTC post-settlement to gather the information that agency needs to make consumer redress payments;

- Made a well-documented, extensively-researched, and good-faith determination that the Receivership Entities could not be operated lawfully and profitably, as expressly required by the Appointing Orders (see Doc. 151. at § V);
- Investigated the Colombian call center and the semi-successful attempts by its employees and defendant Rojas to resume operations within a week of the Receiver's appointment in willful disregard of the Court's orders (see id. at § I.A.);
- Investigated the misappropriation of hundreds of millions of Colombian pesos by Juan Rojas from foreign accounts belonging to Start Connecting SAS immediately following the Receiver's appointment (see id. at § II.A.);
- Expanded the Receivership to include LEADSR4US, LLC, preserved its website, redirected its domain, and recovered **\$4,767.83** from its bank account (see id. at § I.C.2.);
- Expanded the Receivership to include Zage Group, LLC, recovered **\$807.20** from its bank account, and began efforts to wind down that inoperative company (see id. at § I.C.3.);
- Expanded the Receivership to include G&G International Consultants SAS and investigated the transfer of millions of Colombian Pesos from that company's bank account immediately following the Receiver's appointment (see id. at § I.C.1.);
- Investigated and considered expansion of the Receivership to include Student Solution Service (see id. at § I.B.) but ultimately determined that expansion was not in the best interests of the Receivership Estate;

Document Collection & Preservation

- Served the Court's orders and detailed compliance instructions on more than 60 individuals and entities;
- Reviewed, negotiated, analyzed, or otherwise processed hundreds of communications in response to those service efforts, including requests for more information, statements of assets, and productions of responsive documents;
- Forensically imaged or otherwise preserved at least 31 sources of Electronically Stored Information;

- Obtained an order (Doc. 92) from the Court directing that GoDaddy, LLC transfer 11 domains to the Receiver and rerouted those domains to the Receivership website;
- Obtained an order (Doc. 92) from the Court directing Hostinger International, Ltd. to transfer control of a virtual private server to the Receiver and worked with the FTC's Digital Forensic Unit (see Doc. 69 § XII.E.) to analyze and preserve the data;
- Worked with Slack, Inc. to obtain control of a workspace containing almost 4.4 million messages to and from USASDR telemarketers;

Accounting, Banking & Taxes

- Opened a Receivership account at ServisFirst Bank, transferred **\$450,141.40** to that account, and circulated monthly statements to the parties, as expressly required by the Appointing Orders;
- Established a Qualified Settlement Fund (the "QSF") for the Receivership Estate and filed or prepared the QSF's tax returns for the 2024 and 2025 tax years (see *infra* § III);

Consumer Education & Protection

- Created a website (www.usastudentdebtreliefreceivership.com) so that consumers and others were able to follow the progress of this enforcement action;
- Used customer relationship management software to send an email to approximately 18,000 consumers informing them about this action and the Receivership website;
- Created an email address (Contact@USADR-Receivership.com) to field questions and other communications from consumers;
- Corresponded with approximately 200 consumers and, among other things, provided instructions about how to identify their student loan servicers, as many individuals were misled to believe that USASDR was a loan servicer and that payments made to USASDR were loan payments as opposed to purported document preparation fees and monthly account monitoring charges;
- Opened a mailing address (distinct from the defendants' Sarasota home office) dedicated to the Receivership Entities and redirected their domestic mail: P.O. Box 60, Clearwater, FL 33757.

The Receiver believes that he has completed his investigation of the Receivership Entities' affairs and collected all material funds. He is now prepared to make (1) a distribution to the FTC for consumer redress, and (2) a second payment of fees and expenses to himself and the professionals he has retained. Assuming the Court grants the Receiver's motions, he will make these distributions and payments and then close the Receivership pursuant to the procedures set forth in the following sections.

II. Wind Up and Abandonment of Receivership Entities

The Receiver has recovered all of the Receivership Entities' domestic assets, and he is now ready to transfer approximately \$237,181.78 to the FTC for consumer redress. Any and all of the Receivership Entities' liabilities or foreign assets that remain after the transfer should be abandoned.

A. Start Connecting LLC

As explained in prior interim reports, the defendants used Start Connecting, LLC as the financial arm of their operation. This company opened credit card merchant accounts with several processors and used those accounts to collect money from consumers. It then sent that money to Start Connecting SAS, among other recipients, to pay telemarketer salaries and commissions. When the Receiver was appointed, the company's bank and merchant reserve accounts contained significant cash. In total, the Receiver recovered approximately \$437,566.37 from Start Connecting, LLC.

The Receiver also recovered several boxes of paper files and a substantial amount of electronic data, primarily from nonparty custodians. To protect consumer privacy, the Receiver seeks to destroy those documents pursuant to the procedures set forth below in Section VI. The Receiver has already disabled the company's public-facing website and allowed its domain names to expire. On September 26, 2025, the State of Florida administratively dissolved the entity's corporate shell. Aside from the cash mentioned above, the Receiver is not aware of any real or personal property belonging to the company. Given the foregoing, the Receiver's mandate with respect to Start Connecting, LLC has been fulfilled, and any remaining assets or liabilities can be abandoned as part of closing this Receivership.

B. Start Connecting SAS

As explained in prior interim reports, the defendants used Start Connecting SAS as the operating arm of their enterprise. This company maintained the Colombian call center and employed the telemarketers. Shortly after his appointment, the Receiver decided, in consultation with the FTC, that he would not attempt to physically seize the call center due, among other things, to security and jurisdictional concerns. Instead, he planned to disable the call center by severing its financial and other ties to the United States, and that plan was ultimately successful. After a brief, initial attempt to restart the scheme, the Receiver believes the call center was forced to close.

As of July 11, 2024, Start Connecting SAS maintained at least three accounts at Banco Bilbao Vizcaya Argentaria, S.A. (“**BBVA**”) ending in 1421, 5502, and 5160. Beginning on the day of the Receiver’s appointment, defendant Rojas systematically drained those accounts of hundreds of millions of Colombian pesos in willful violation of the Court’s asset freeze.⁴ After those transfers, the BBVA accounts contained a total of only \$591.11 USD. Rojas claimed that he used the money to pay telemarketer salaries and commissions, but even if true, he had no right to unilaterally make that decision.

The Receiver considered ways to recover the dissipated funds, but there were no cost-effective options. First, the Receiver could have instituted contempt proceedings, but Rojas decided to stop defending this lawsuit and instead hide in Colombia from the Court’s jurisdiction. Second, the Receiver could have pursued the Colombian telemarketers, but that would have required litigation against dozens of individuals (presumably with limited assets) in a foreign court. Third, the Receiver attempted to recover the

⁴ Specifically, on July 11, 2024, the 1421 bank account had a balance of \$65,802,436.00 COP or approximately \$16,112.79 USD. The account’s July statement shows several large cash withdrawals in the days following the Receiver’s appointment, leaving a balance of \$6,592.00 COP or \$1.61 USD. On July 11, 2024, the 5502 investment account had a balance of \$151,229,558.66 COP or approximately \$37,019.29 USD. The account’s July statement shows several large liquidations and transfers to the 5160 account in the days following the Receiver’s appointment, leaving a final balance of \$740,897.96 COP or approximately \$181.35 USD. Finally, on July 11, 2024, the 5160 account had a balance of \$104,792,607.39 COP or approximately \$25,578.95 USD. The account’s July statement shows numerous transactions, including several large cash withdrawals, in the days following the Receiver’s appointment, leaving a final balance of \$1,671,953.39 COP or \$408.15 USD.

remaining \$591.11 from the BBVA accounts, but the Colombian banks uniformly rejected the Court's jurisdiction over their activities and often simply ignored the Receiver's communications.⁵ The Receiver considered hiring counsel in Colombia to file a petition to recognize his appointment or to otherwise domesticate the Court's orders in that country, but the cost of any such proceeding would dwarf the amount of money held by the Colombian banks, especially after defendant Rojas used almost all of the remaining funds purportedly to pay final salaries and commissions to telemarketers.

Similarly, to preserve money for consumer redress, the Receiver has not attempted to dissolve Start Connecting SAS under Colombian law. This too would require a significant expenditure on foreign counsel. The Receiver is not in possession of any paper documents. All electronic documents will be destroyed according to the procedures set forth herein. Put simply, Start Connecting SAS is a corporate shell without an operating business and with known assets of \$591.11 USD or less. Given the foregoing, the Receiver recommends that the entity, including all of its assets and liabilities, be abandoned upon closure of the Receivership.

⁵ For example, on January 16, 2026, an affiliate of Bancolombia S.A. wrote: "[I]n response to this type of request, the court should be instructed to use the international mechanisms established for this type of notification, as Cibest Capital is being improperly notified on behalf of Bancolombia S.A. It is my understanding a subpoena issued by a U.S. court is generally not valid for compelling a foreign entity located entirely outside the United States to produce records held abroad. Bancolombia S.A. does not conduct business in the United States."

C. Zage Group, LLC

On limited occasions, the defendants used Zage Group, LLC to transfer money to Colombia. In total, the Receiver recovered approximately \$807.20 from one bank account belonging to that entity. Given its minimal role, the company possessed few, if any, material documents, and any documents in the Receiver's possession will be destroyed. The company did not have a public-facing website, and the Receiver allowed its domain to expire. On September 26, 2025, the State of Florida administratively dissolved the entity's corporate shell. Aside from the cash mentioned above, the Receiver is not aware of any real or personal property belonging to the company. Given the foregoing, the Receiver's mandate with respect to Zage Group, LLC has been fulfilled, and any remaining assets or liabilities can be abandoned.

D. LEADSR4US, LLC

The defendants used nonparty LEADSR4US, LLC to obtain consumer contact information for their telemarketing business, but the company's operations were limited. The Receiver recovered approximately \$4,767.83 from one bank account, which represented the remnants of the entity's initial funding. Given its minimal role, the company possessed few, if any, material documents, and any documents in the Receiver's possession will be destroyed. The Receiver initially redirected its public-facing website and then allowed its domain to expire. On September 26, 2025, the State of Florida administratively

dissolved the entity's corporate shell. Aside from the cash mentioned above, the Receiver is not aware of any real or personal property belonging to the company. Given the foregoing, the Receiver's mandate with respect to Zage Group, LLC has been fulfilled, and any remaining assets or liabilities can be abandoned as part of closing this Receivership.

E. G&G International Consultants SAS

The defendants used G&G International Consultants SAS to pay commissions to Colombian telemarketers. In July 2024, G&G maintained an account at Bancolombia ending in 3381. On July 1, 2024, that account had a balance of \$62,990,494.30 COP or \$15,362.41 USD. On July 11, 2024 – the day of the Receiver's appointment – \$42,503,677.00 COP were withdrawn using a debit card in Cali, Colombia, which along with several other transactions, left a month-end balance of \$586,497.91 COP or \$143.20 USD. The Receiver has declined to pursue these transfers or the remaining \$143.20 USD for the same reasons as explained above with respect to the Start Connecting SAS BBVA accounts – jurisdiction, need to retain foreign counsel, cost-effectiveness – with the added complication that G&G was not a Receivership Entity when the transfers were made. Similarly, to preserve money for consumer restitution, the Receiver has not attempted to dissolve the company under Colombian law. The Receiver is in possession of two electronic devices and limited paper files derived from G&G. To protect consumer privacy, the Receiver recommends

that the devices and documents be destroyed. The corporate shell can then be abandoned in connection with closing the Receivership.

III. The Qualified Settlement Fund

In mid-2024, the Receiver obtained a Tax Identification Number for the Receivership Estate separate and distinct from those belonging to the individual Receivership Entities. Specifically, the Receiver registered the Receivership Estate with the Internal Revenue Service (“**IRS**”) as a Qualified Settlement Fund. See 26 C.F.R. § 1.468B-1. A QSF is tax-advantaged account used to hold settlement proceeds in litigation, enabling defendant(s) to secure a release from liability while allowing time for lien resolution and final allocation to plaintiff(s). They are commonly used in receiverships, mass tort litigation, class actions, and personal injury cases to manage complex, multi-claimant distributions.

The Receiver has submitted or is submitting tax returns for the Receivership Entities’ QSF for tax years 2024 and 2025. After the Court grants this motion, the Receiver will transfer the settlement proceeds in his possession to the FTC. The agency will then combine that money with the settlement proceeds already in its possession to effectuate consumer redress. The Receiver and his professionals have been working diligently with the FTC to provide its staff with the pertinent contact, financial, and other information necessary to complete that task. After the transfer to the FTC, the Receiver

will file a final 2026 tax return for the QSF, and he will attest to having done so in the Closing Declaration. This will conclude the Receiver's tax obligations with respect to the Receivership Entities.⁶ The FTC reported its restitution judgments against the Receivership Entities to the IRS via Forms 1098-F, so the IRS is aware of the restitution nature of the judgments should any Receivership Entity later attempt to claim a tax deduction for payment of the judgment.

IV. Final Accounting

Attached hereto as **Exhibit 2** is a cash accounting report showing the amount of money on hand from inception, July 11, 2024, less operating expense plus revenue, through February 28, 2026 (the "**Final Accounting**"). This cash accounting report reflects the cash receipts and expenditures for the entire term of the Receivership. As discussed above, other than the immaterial funds held in Colombian bank accounts, which are not recoverable in a cost-efficient manner, there are no other outstanding amounts to be collected and no assets of any meaningful value to be liquidated. As of the date of this filing, the Receiver has cash on hand of \$346,021.55.

⁶ The Receiver has not filed tax returns for the individual Receivership Entities. To the extent the Receivership Estate's QSF does not resolve a tax liability of a Receivership Entity, that liability shall remain with the Receivership Entity upon abandonment of such Receivership Entity by the Receiver. In addition, this Court has exempted from the Receiver from attempting to comply with Colombian tax obligations.

V. Distribution to FTC for Consumer Redress

As set forth herein and in the concurrently filed Receiver's Second and Final Motion for Order Awarding Fees, Costs, and Reimbursement of Costs to Receiver and His Professionals (the "**Final Motion for Fees**"), the Receiver seeks authority to pay accrued fees and costs of \$103,839.77 and estimated fees and costs to close the Receivership of \$5,000 from February 28, 2026, through the filing of the Closing Declaration.⁷ As stated in the Final Motion for Fees, because assets are limited and because the Receiver had been struggling with recalcitrant, foreign financial institutions, he has not sought the payment of fees and costs for his professionals since October 2024 – i.e., more than 15 months. The Receiver did not want to unnecessarily deplete assets during this time to ensure that the Receivership could be properly managed and closed.

With payment of the above fees and costs, there is \$237,181.78 remaining for distribution to the FTC and ultimately to consumers (the "**Distribution Amount**"). As set forth in **Exhibit 1**, the Receiver requests permission to transfer the Distribution Amount to the FTC. Because the Court

⁷ Such costs include, but are not limited to, preparing pleadings and exhibits like the Closing Declaration, preparing and filing final tax documents, closing the bank accounts, responding to questions from consumers, notifying consumers that the Receivership is closed, and destroying or otherwise disposing of the documents and other items being held at the Receiver's offices and other locations as discussed in Section VI below. The Receiver believes these fees and costs are reasonable and necessary to conclude this Receivership. The Receiver will remit any unspent closing funds to the FTC and will report the ultimate disposition of such funds to the Court in the Closing Declaration.

has not instructed the Receiver to establish a claims process, the Receiver will not pay any consumers or other creditors directly (aside from the Receiver and his retained professionals, assuming the Court grants the Final Motion for Fees). Consumers and other creditors who believe they are entitled to restitution or other compensation from any Receivership Entity should contact the FTC to ensure they are included, if lawful and appropriate, in redress calculations.

VI. Destruction of Documents and Other Miscellaneous Items

In connection with this Receivership, the Receiver accumulated documents and other materials, which are in the Receiver's office and the offices of the professionals he has retained to assist him in this matter. Accordingly, the Receiver requests the authority to destroy, or otherwise dispose of, all documents and other items relating to the Receivership in the Receiver's discretion and at such time as he deems proper. The Receiver, however, will provide any records the FTC requests, if it does so within thirty (30) days after written notice to the FTC. After this time, all such records may be destroyed or disposed of in the Receiver's discretion as noted above.

VII. Close Receivership and Discharge Receiver

The Receiver has seized and liquidated all possible material Receivership assets known to the Receiver. All litigation involving the Receivership has been resolved. Further, with the payment of the accrued and

final fees and costs of the Receivership and the distribution to the FTC as requested herein and in the Motion for Fees, all assets of the Receivership will have been disbursed. As such, the Receiver will have completed his responsibilities under the Appointing Orders and respectfully requests that the Court enter an order, in substantially the form of the proposed order attached as **Exhibit 1**, that closes the Receivership and discharges the Receiver without further order from this Court effective upon the Receiver filing a Closing Declaration in which he attests that he has completed the final distribution, filed the necessary tax returns, and paid the final fees and costs of the Receivership. The Receiver requests the Court's order discharge him and his agents, employees, members, officers, independent contractors, attorneys, and representatives and relieve the Receiver, his agents, employees, members, officers, independent contractors, attorneys, and representatives of all duties, liabilities, and responsibilities pertaining to this Receivership. The Receiver also requests that the Court retain jurisdiction to enforce the Court's orders, including its application of the Barton doctrine to prohibit litigation against the Receiver without prior leave of Court (see Doc. 219).

MEMORANDUM IN SUPPORT

The relief requested in this motion will promote the orderly and prompt resolution of this Receivership in an expeditious, cost-effective manner. As

discussed below, the Court should close this Receivership by granting the additional requested relief.

**I. THE COURT SHOULD GRANT THE ADDITIONAL RELIEF
NECESSARY TO CLOSE THE RECEIVERSHIP**

The relief sought is customary and appropriate in closing a receivership estate. The Court's power over an equity receivership and to determine appropriate procedures for administering a receivership is "extremely broad." *S.E.C. v. Hardy*, 803 F.2d 1034, 1037 (9th Cir. 1986); see *S.E.C. v. Basic Energy*, 273 F.3d 657, 668 (6th Cir. 2001); *S.E.C. v. Elliott*, 953 F.2d 1560, 1566 (11th Cir. 1992); *S.E.C. v. Vescor Capital Corp.*, 599 F.3d 1189, 1194 (10th Cir. 2010). 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). The primary purpose of an equity receivership is to promote the orderly and efficient administration of the estate for the benefit of its creditors. See *Hardy*, 803 F.2d at 1038. The relief requested by the Receiver best serves this purpose.

The Court has wide latitude when it exercises its inherent equitable power in approving a plan of distribution of receivership funds. *S.E.C. v. Forex Asset Mgmt. LLC*, 242 F.3d 325, 331 (5th Cir. 2001) (affirming District Court's approval of plan of distribution because court used its discretion in "a logical way to divide the money"); *Quilling v. Trade Partners, Inc.*, 2007 WL 107669,

*1 (W.D. Mich. 2007) (“In ruling on a plan of distribution, the standard is simply that the district court must use its discretion in a logical way to divide the money” (internal quotations omitted)). In approving a plan of distribution in a receivership, “the district court, acting as a court of equity, is afforded the discretion to determine the most equitable remedy.” *Forex*, 242 F.3d at 332. The Court may adopt any plan of distribution that is logical, fair, and reasonable. *S.E.C. v. Wang*, 944 F.2d 80, 83-84 (2d Cir. 1991); *Basic Energy*, 273 F.3d at 671; *Quilling*, 2007 WL 107669 at *1. 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 *Safety Fin. Serv.*, 674 F.2d at 372 (court overseeing equity receivership enjoys “wide discretionary power” related to its “concern for orderly administration”) (citations omitted).

Here, the Receiver is not conducting a claims process or making a direct distribution to creditors. Instead, he is transferring the funds in his possession to the FTC, and that agency has the option to make redress payments, assuming sufficient assets are available. The Court has already approved this

outcome, and the relief requested in this motion is consistent with the Court's prior orders. See Doc. 217 § V.B.

II. THE COURT HAS BROAD AUTHORITY TO AUTHORIZE THE ABDANDONMENT OF ASSETS

As noted above, the Receiver has liquidated or otherwise disposed of all recoverable assets with any material value. He thus seeks to abandon all other remaining assets and liabilities, primarily the Receivership Entities' corporate shells, because they have no material value to the Receivership Estate and will not result in any further distributions to creditors (through the FTC or otherwise). See, e.g., *S.E.C. v. Nadel, et al.*, Case No. 8:09-cv-00087-VMC-CPT (M.D. Fla. Mar. 8, 2017) (Docs. 1266, 1267) (authorizing abandonment of storage unit and contents); *S.E.C. v. Kirkland*, 2008 WL 4144424, at *3 (M.D. Fla. Sept. 5, 2008) (noting "[t]he Receiver has subsequently been granted leave to abandon several assets"); *S.E.C. v. Hyatt*, 2016 WL 2766285, at *4 (N.D. Ill. May 13, 2016) ("Hyatt's other two homes ... were both in foreclosure and would have no equity after the mortgages were paid; as a result, the [r]eceiver obtained court authorization to abandon these properties."); *S.E.C. v. Ryan*, 2013 WL 12141502, at *1 (N.D.N.Y. 2013) (permitting receiver to abandon remaining assets because the real estate was of little value).

As explained above, the amounts left in the Colombian bank accounts (if any due to fees or other charges) are immaterial. It would have cost thousands

of dollars to recover hundreds, and the receiver determined that throwing good money after bad was not in the best interests of the Receivership Estate. Aside from the bank accounts, the Receivership Entities have no other known assets or liabilities that can be addressed through this Receivership. As such, they should be abandoned, and the receivership should be closed. Once the Receivership is closed, the Receiver and his agents should be discharged of all further authority and liability. The Court should retain jurisdiction to enforce its orders, including the Barton doctrine.

CONCLUSION

For the reasons explained above, the Receiver respectfully requests the Court to enter an order:

1. Authorizing the Receiver to pay estimated final fees and costs of \$5,000 to complete the closing of the Receivership, to be paid from the remaining Receivership assets;
2. Authorizing the Receiver to make a distribution to the FTC in the amount of \$237,181.78;
3. Authorizing the abandonment of the Receivership Entities and all other remaining assets and liabilities of the Receivership;
4. Authorizing the Receiver to destroy, or otherwise dispose of, all books, records, computer equipment, other computer-related devices, and other items related to the Receivership in the Receiver's discretion after the FTC has

been provided written notice of thirty days from the date of the notice to request copies of any Receivership records;

5. Authorizing the Receiver to retain the books and records necessary to support the tax returns filed by the Receiver for a period of four (4) years and thereafter destroy those books and records;

6. Approving the Receiver's Final Report and the Final Accounting attached as **Exhibit 2**.

7. Discharging the Receiver and his agents, employees, members, officers, independent contractors, attorneys, representatives, predecessors, successors and assignees, and relieving the Receiver and his agents, employees, members, officers, independent contractors, attorneys, representatives, predecessors, successors, and assignees of all duties, liabilities, and responsibilities arising out of and/or pertaining to the Receivership previously established in this action effective upon the Receiver filing a closing declaration in which he attests that he has completed the final distribution as specified herein if one is conducted, filed the final necessary tax returns, and paid the final fees and costs of the Receivership;

11. Enjoining all persons from commencing or prosecuting, without leave of this Court, any action against the Receiver or his agents in connection with or arising out of the Receiver's or his agents' services to this Court in this Receivership;

12. Retaining jurisdiction for the purpose of enforcing the above injunctive relief;

13. Closing this Receivership without further order from this Court effective upon the Receiver filing a closing declaration in which he attests that he has completed the final distribution as specified herein, filed the final necessary tax returns, and paid the final fees and costs of the Receivership; and

14. Granting any other relief as may be reasonable or appropriate in connection with the wind up and closure of the Receivership estate.

LOCAL RULE 3.01(g) CERTIFICATION OF COUNSEL

The undersigned counsel for the Receiver is authorized to represent to the Court that the FTC has no objection to the Court's granting this motion. Because the defendants are no longer parties to this action, having settled their claims or had judgments entered against them, counsel has not obtained their positions.

Dated: March 10, 2026

Respectfully submitted,

/s/ Matthew J. Mueller
Matthew J. Mueller, Attorney for Receiver

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 10, 2026, I electronically filed the foregoing with the Clerk of the Court by using the CM/ECF system.

/s/ Matthew J. Mueller

Matthew J. Mueller, FBN 0047366

matt@fmhlegal.com

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Attorney for the Receiver, Jared J. Perez

**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.

ORDER

Before the Court is the Receiver's Final Report and Motion to Close Receivership (the "Motion") (Dkt. 226). Upon due consideration of the Receiver's powers as set forth in the Appointing Orders (Dkts. 13, 69) and applicable law, it is ORDERED AND ADJUDGED that the Motion is **GRANTED**.

The Court hereby:

1. Authorizes the Receiver to make a distribution of \$237,181.78 to the plaintiff Federal Trade Commission (“FTC”);

2. Authorizes the Receiver to pay estimated final fees and costs of \$5,000 (in addition to the amounts sought in the Receiver’s Final Motion for Fees (Dkt. 227)) to complete the closing of the Receivership from the remaining Receivership assets (unused funds will revert to the FTC);

3. Authorizes the abandonment of the Receivership Entities (as defined in the Motion) all other remaining assets and liabilities of the Receivership;

4. Authorizes the Receiver to destroy, or otherwise dispose of, all books, records, computer equipment, other computer-related devices, and other items related to the Receivership in the Receiver’s discretion after the FTC has been provided written notice of thirty days from the date of the notice to request copies of any Receivership records;

5. Authorizes the Receiver to retain the books and records necessary to support the tax returns filed by the Receiver for a period of four (4) years and thereafter destroy those books and records;

6. Approves the Receiver’s Final Report and the Final Accounting attached as Exhibit 2.

7. Discharges the Receiver and his agents, employees, members, officers, independent contractors, attorneys, representatives, predecessors, successors and assignees, and relieving the Receiver and his agents, employees, members, officers, independent contractors, attorneys, representatives, predecessors, successors, and assignees of all duties, liabilities, and responsibilities arising out of and/or pertaining to the Receivership previously established in this action effective upon the Receiver filing a Closing Declaration in which he attests that he has completed the final distribution as specified herein, filed the final necessary tax returns, and paid the final fees and costs of the Receivership;

8. Enjoins all persons from commencing or prosecuting, without leave of this Court, any action against the Receiver or his agents in connection with or arising out of the Receiver's or his agents' services to this Court in this Receivership, expressly including the matters addressed in Dkt. 219;

9. Retains jurisdiction for the purpose of enforcing the above injunctive relief; and

10. Closes this Receivership without further order from this Court effective upon the Receiver filing a Closing Declaration in which he attests that he has completed the final distribution, filed the final necessary tax returns, and paid the final fees and costs of the Receivership

DONE and **ORDERED** in chambers in Tampa, Florida this ____ day of
_____, 2026.

UNITED STATES DISTRICT JUDGE

COPIES FURNISHED TO:
Counsel of Record

From July 11, 2024 to February 28, 2026

Beginning Balance		\$ -
Increases In Fund Balance		
Interest Income	\$	-
Truist Accounts for SC LLC	\$	20,940.92
Doug Goodman Asset Freeze Violation - Truist	\$	86,000.00
Doug Goodman Asset Freeze Violation - Cash	\$	7,000.00
FFB Bank - Maverick Reserve Funds	\$	25,000.00
FFB Bank - PayArc Reserve Funds	\$	135,214.93
Cliq, Inc. Reserve Funds	\$	86,771.22
Electronic Merchant Services Reserve Funds	\$	80,469.84
North American Bancard Reserve Funds	\$	3,169.46
Chase Account for Zage Group	\$	807.20
Truist Account for LEADSR4US	\$	4,767.83
Total Increase In Fund Balance	\$	450,141.40
Decreases In Fund Balance		
Bank Charges	\$	10.00
Professional Fees & Costs		
Jared J. Perez, Receiver	\$	54,635.00
Chase and Associates, Inc.	\$	2,254.40
Fogarty Mueller Harris, PLLC	\$	17,482.97
PDR CPAs & Advisors	\$	227.50
E Hounds, Inc.	\$	29,509.98
Total Professional Fees & Costs	\$	104,109.85
Total Decrease In Fund Balance	\$	104,119.85
Net Increase (Decrease) From Inception through February 28, 2025	\$	346,021.55
Total Cash on Hand as of February 28, 2026		\$ 346,021.55