

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

SEALED

FILED BY _____ D.C.
AUG 19 2024
ANGELA E. NOBLE
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S. D. OF FLA. - MIAMI

Case No. _____

**FEDERAL TRADE COMMISSION, and
STATE OF FLORIDA,**

Plaintiffs,

v.

RIVX AUTOMATION CORP., et al.,

Defendants and Relief Defendants.

[FILED UNDER SEAL]

**PLAINTIFFS' *EX PARTE* MOTION FOR TEMPORARY RESTRAINING ORDER
WITH ASSET FREEZE, APPOINTMENT OF A RECEIVER,
AND OTHER EQUITABLE RELIEF, AND ORDER TO
SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE,
AND MEMORANDUM IN SUPPORT**

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I. INTRODUCTION

The Federal Trade Commission (“FTC”) and the Office of the Attorney General, State of Florida, Department of Legal Affairs (“State of Florida”) (and together, “Plaintiffs”) respectfully move for an *ex parte* temporary restraining order with an asset freeze, appointment of a receiver, and other equitable relief to immediately halt Defendants’¹ business opportunity scheme in the trucking industry.

Through a maze of interrelated companies using the name “RivX,” Defendants have engaged in a scheme to defraud consumers by deceptively marketing trucking and trailer “automation” business opportunities, claiming that consumers will make thousands of dollars a month in passive income. In videos distributed through social media and other online platforms, Defendants promise consumers that, for \$75,000-\$85,000, Defendants will obtain a truck² to be put in the consumer’s name, handle all the logistics to get that truck on the road (*e.g.*, hire a driver, schedule routes, deliver loads), and manage all aspects of the trucking operation. In videos and during live sales pitches, Defendants tout the benefits of receiving a tangible asset (a truck) in a recession-proof industry (trucking) and make claims that consumers will receive thousands of dollars – typically \$5,000-\$7,000 – a month in net income without any further efforts of their own. Defendants also tell consumers that they will begin earning this income quickly (within 60-120 days), and that, at a minimum, they will obtain a full return on their investment, so they have nothing to lose.

However, consumers who purchase Defendants’ business opportunities lose big. They do not receive substantial earnings, and most do not receive a truck. No consumer receives a full return, and most consumers lose all or nearly all their money, typically \$75,000-\$85,000 or more.³ And while consumers suffer, losing tens (and sometimes hundreds) of thousands of dollars each, Defendants make millions. Since mid-2021, Defendants have taken in over \$8 million from consumers, which they then withdraw or transfer to and through other Defendants

¹ “Defendants” include the “Individual Defendants” ((1) Antonio Rivodo and (2) Noah Wooten) and the “Corporate Defendants” ((1) RivX Automation Corp., also dba RivX Funding; (2) RivX Trucking LLC; (3) RivX Logistics LLC; (4) RivX Global Logistics LLC; (5) Maceda Transportation Services Inc., also dba RivX Transportation; and (6) C2 Carrier LLC).

² Defendants use the terms truck and semitruck interchangeably, either way advertising that they will acquire the cab of a tractor-trailer long-haul commercial vehicle for the consumer.

³ Some consumers invest in more than one truck and end up paying \$150,000-\$300,000 each.

and Relief Defendants.⁴

In addition, Defendants make many consumers sign unlawful form contracts containing broad non-disparagement clauses that impose up to \$100,000 in liquidated damages per breach, *i.e.*, any and each time the consumer publicizes a negative comment about Defendants or their business practices.

Given the nature of Defendants' scheme, Plaintiffs respectfully seek an *ex parte* temporary restraining order ("TRO") that will enjoin Defendants' illegal practices and order ancillary equitable relief, including an asset freeze, the appointment of a temporary receiver, turnover of business records and access to business or storage facilities, limited expedited discovery, and an order to show cause why a preliminary injunction should not issue. These measures are necessary to prevent continued consumer injury and the concealment or disappearance of assets and evidence, and to preserve this Court's ability to provide effective final relief to the victims of Defendants' scheme at the conclusion of this litigation.

II. DEFENDANTS' WRONGFUL ACTS AND PRACTICES

A. Defendants Deceptively Market Business Opportunities in the Trucking Industry with False Earnings Claims

Since at least 2021, Defendants have deceptively marketed "automation" business opportunities in the trucking industry through social media and other online posts, lives sales calls, and detailed sales presentations, consistently making false earnings claims that consumers will make thousands of dollars a month in net income. Defendants have primarily offered and sold "trucking automation" business opportunities but have also offered "trailer automation" opportunities, either way repeatedly claiming that prospective purchasers will make easy money within a short timeframe.

1. Defendants' Incessant Social Media, YouTube, and Website Posts Are Rife with Deception

Consumers typically first encounter Defendants by seeing one of many social media or YouTube videos touting Defendants' automated business opportunities in the trucking industry. Defendants' videos feature Defendant Antonio Rivodo, who regularly represents that consumers who purchase Defendants' business opportunities will make substantial money passively, with

⁴ "Relief Defendants" refers to (1) PropiHub LLC; (2) RivX Investments LLC, also dba RivX Cash Offer and RivX Capital; and (3) Diamond Cargo LLC.

Defendants doing all the work to set up and run a trucking business for the consumer.⁵ For example, in a video available on YouTube, Rivodo explains how RivX will “literally mak[e] you money every single month:”

The one secret that most people don’t know about trucking, is that you can make money with trucking without knowing anything about trucking. Guys, let me introduce you to something that we do here at RivX: it’s called trucking automation. We help people that want to get into trucking and that want to make money off trucking, and we here at RivX, we service those kind of people. We help you secure the truck, we’ll help you secure the trailer, the driver, all the entire trucking needs for that business, and then we’ll manage it for you, *literally making you money every single month*, leveraging our clients, leveraging our rate per loads, leveraging our equipment, leveraging our team inside here of RivX. Guys, you can make a lot of money in the trucking industry if you just have the right team and the right know-how, and that’s what we have here at RivX.⁶



On Instagram, Rivodo has similarly represented that Defendants will generate “mailbox money” for consumers, “literally generating [consumers] passive income every single month:”

So you want to know how you can turn 75K into passive income? Well, guess what? I have the opportunity for you. It’s called trucking

⁵ PX 6[Acosta] ¶4; PX 7[Adesina] ¶3; PX 8[Akese] ¶3; PX 9[Arana] ¶3; PX 10[Arellano] ¶3; PX 11[Ascencio] ¶3; PX 12[Bourne] ¶¶3-5; PX 13[Bradley] ¶3; PX 14[Fisketjon] ¶¶4-5; PX 15[Gibson] ¶3; PX 16[Henderson] ¶3; PX 17[Horsford] ¶3; PX 18[Howell] ¶3; PX 19[Johnson] ¶3; PX 20[Julian] ¶3; PX 21[Lessey] ¶3; PX 22[Masso] ¶3; PX 23[Meloche] ¶3; PX 24[Ogunmakinwa] ¶¶3-4; PX 25[Pajaro] ¶3; PX 26[Peacock] ¶3; PX 27[Sakaria] ¶3; PX 28[Saxena] ¶3; PX 29[Strong] ¶3; PX 30[Taylor] ¶4; PX 31[Umuolo] ¶3; PX 32[Williams] ¶3.

⁶ PX 1[Liggins] ¶21.

automation. Guys, if you have not heard about this opportunity, you need to find out exactly what we're doing for our investors . . . we're literally automating the entire business for you, and *literally generating you what we call mailbox money*. See, every single month, due to this operation and the way we're operating it, and the results we're creating for our investors, *we're literally generating you passive income every single month.*⁷



Rivodo further claims that purchasing RivX's trucking opportunity is as, if not more, profitable than purchasing real estate. In a video posted in January 2024 on Instagram called "Real Estate or Trucking?," Rivodo claims that with one truck, "you can make north of up 5, 6, 7, 8 thousand dollars in net profitability" and that, because RivX "automate[s] the entire business for [consumers]," consumers make "literally hands-free passive income:"

Let me tell you something. Trucking is as, or if not more, profitable than real estate . . . See, with trucking, you know just by having one truck on the road, *you can make north of up 5, 6, 7, 8 thousand dollars in net profitability with one truck*, and it literally cost you maybe 1/10th of what a property out here in south Florida will cost you. You just need to get informed on how to go ahead and get the entire business set up, and that's what we do here at RivX. *Here at RivX, we automate the entire business for you*, from setting up your corporation, to helping you acquire the truck, getting your trailer, your driver, the entire business, getting you road ready. And once you're road ready, then we onboard [you] to our logistics company, and we manage the day-to-day for you. *It's literally hands-free, passive income.*⁸

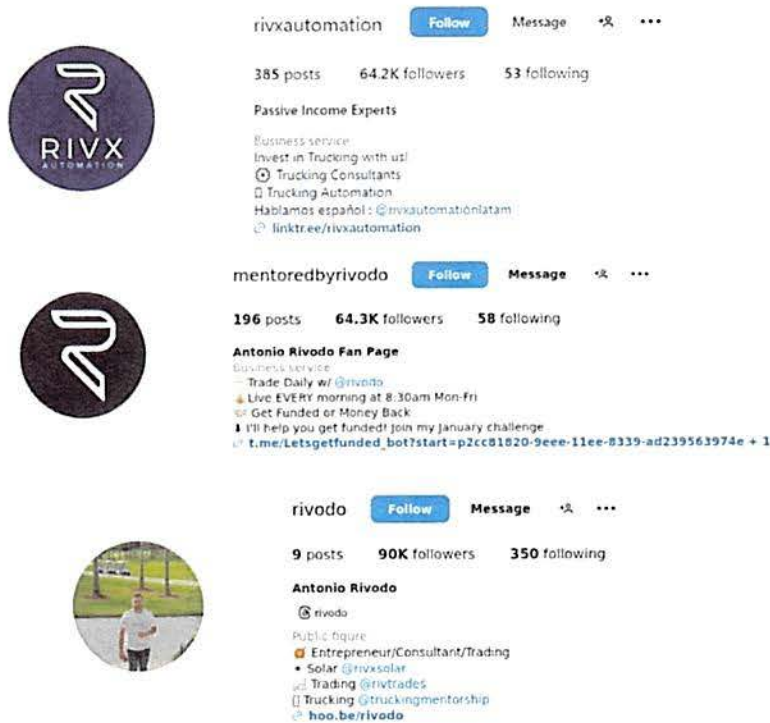
⁷ PX 4[Rosenecker] ¶¶17-18.

⁸ PX 1[Liggins] ¶19.

In another video available on YouTube, Rivodo makes even grander claims of \$5,000 in passive income in 7 days and \$8,000-\$12,000 in passive income every 10 days:

What do you see when you look at a truck? Because when I look at this truck, I think of \$5,000 in passive income in the last 7 days. When I look at this truck, I think of \$8,000 in passive income in the last 11 days. When I'm looking at that truck, that truck, that truck, I think of \$8,000-\$12,000 in passive income every 10 days. Guys, if you're looking for an opportunity to go ahead and have a hard asset on the road transporting goods all over the country, making you passive income every single month guys, drop a comment, DM us, tell us, let us know what your questions are, and hop on a call with me and my team. Let us explain to you exactly why RivX Trucking has been the solution for multiple investors across the country and why it can be a solution for you guys.⁹

These types of videos featuring Rivodo have been posted across several social media accounts, including "rivxautomation" and "mentoredbyrivodo" Instagram accounts with over 64,000 followers, and a "rivodo" Instagram account with 90,000 followers:¹⁰



⁹ PX 1[Liggins] ¶¶20.


¹⁰ See PX 4[Rosenecker] ¶¶ 2-7, 17.

Defendants' website (www.rivx.co) similarly describes how their hands free, "done-for-you business model" will generate income for consumers.¹¹ On their website, which prominently features Defendants Rivodo and Wooten, Defendants claim to "Build a Passive Income Stream for [Their] Investors" that will result in consumers making \$4,000-\$6,000 in net income each month:¹²

The screenshot displays a website section titled "OUR RIVX TEAM". Below the title is a paragraph: "We welcome new ideas, accept differing opinions and embrace new ways of seeing the world. Take a look at the spectrum of talent and specialities across our teams." Two team members are featured: Antonio Rivodo, Founder & COO, and Noah Wooten, Vice President. Below them are their respective bios. The bottom section of the screenshot is titled "We Build A Passive Income Stream For Our Investors Through Our Trucking Automation Model" and lists "WHAT DOES THIS ENTAIL?" with six bullet points.


OUR RIVX TEAM

We welcome new ideas, accept differing opinions and embrace new ways of seeing the world. Take a look at the spectrum of talent and specialities across our teams.



Antonio Rivodo
FOUNDER & COO

6+ years of business experience, Entrepreneur, Marketing, Lead Generation, & Automation Expert



Noah Wooten
VICE PRESIDENT

Management of sales team, investor relations, and planning & strategy development.

We Build A Passive Income Stream For Our Investors Through Our Trucking Automation Model

WHAT DOES THIS ENTAIL?

- ⊗ We secure the truck and the insurance with you.
- ⊗ We register the truck with the DOT
- ⊗ We pull all the licenses for the truck to be 100% certified
- ⊗ We secure a 100% certified driver
- ⊗ We onboard your truck & driver to our logistics team.
- ⊗ We put the truck to work and manage it all for you.

¹¹ See PX 1[Liggins] ¶23.

¹² *Id.*

TRUCKING RESULTS

1

The average investor sees anywhere from \$4,000 – \$6,000 in net profitability per truck.

2

We only charge 8% for our dispatching services.

3

All net profit goes directly to the investor no longer than 10 calendar days after we close each month out

4

Start-up time: 120 days or less

2. Defendants Repeat their Misrepresentations During Live Sales Calls

Once consumers are lured into contacting Defendants through their deceptive online ads, consumers hear live sales pitches directly from Defendant Rivodo, Defendant Wooten, or another RivX executive.¹³ During these interactions, Defendants repeat their earnings claims and make further misrepresentations. In particular, Rivodo, Wooten, and other salespeople have directly represented to consumers that, by paying Defendants \$75,000-\$85,000 to purchase and manage one truck for the consumer, the consumer can expect to receive \$5,000-\$7,000 in net income each month, passively, through RivX.¹⁴

During these live sales calls, Defendants also tell consumers that their trucks will begin generating revenue within a short timeframe, typically within 60, 90, or 120 days,¹⁵ and that Defendants are able to make this happen because they handle freight for major companies such

¹³ These live sales pitches occur by phone or computer call or in person.

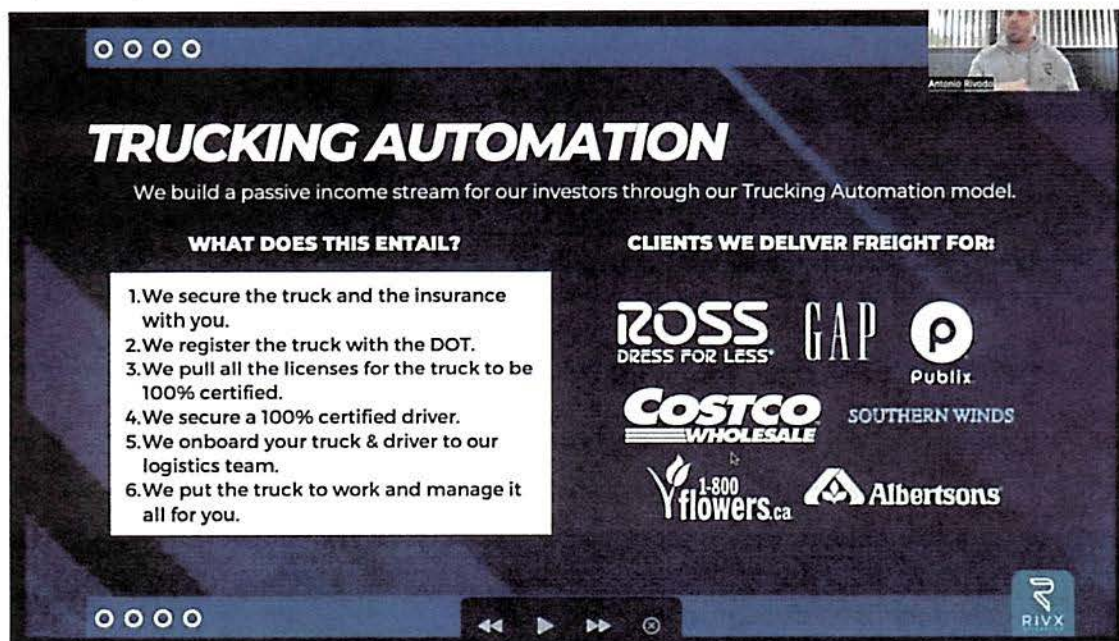
¹⁴ PX 7[Adesina] ¶4; PX 9[Arana] ¶¶4-5; PX 10[Arellano] ¶¶4-5; PX 11[Ascencio] ¶¶4-5; PX 12[Bourne] ¶6; PX 13 [Bradley] ¶5; PX 14[Fisketjon] ¶6; PX 15[Gibson] ¶4; PX 16[Henderson] ¶4; PX 17[Horsford] ¶5; PX 18[Howell] ¶¶5-6; PX 19[Johnson] ¶4; PX 22[Masso] ¶5; PX 23[Meloche] ¶4; PX 24 [Ogunmakinwa] ¶5; PX 25[Pajaro] ¶4; PX 26[Peacock] ¶7; PX 28[Saxena] ¶5; PX 29[Strong] ¶6; PX 30[Taylor] ¶5; PX 31[Umuolo] ¶4; PX 33[Reddy] ¶8.

¹⁵ PX 13[Bradley] ¶5; PX 18[Howell] ¶6; PX 29[Strong] ¶9; PX 33[Reddy] ¶14.

as Costco, Gap, and Publix.¹⁶ Defendants additionally guarantee that consumers will at least make enough money to see a full return on their \$75,000-\$85,000 “investment,” and the upside is that consumers will make much more.¹⁷

3. Defendants’ Detailed Sales Presentations Are Also Full of Deceit

Defendants have also sent consumers recordings of detailed sales presentations further outlining Defendants’ trucking automation business opportunity.¹⁸ In these presentations, Defendant Rivodo again represents that Defendants “build a passive income stream” for consumers by securing the consumer’s truck, handling the logistics, and putting that truck to work through Defendants’ already established freight delivery relationships with Ross, Gap, Publix, Costco, and others:¹⁹



Defendants again promise that consumers who purchase Defendants’ trucking business opportunity will average between \$5,000-\$7,000 in net income each month, and consumers can

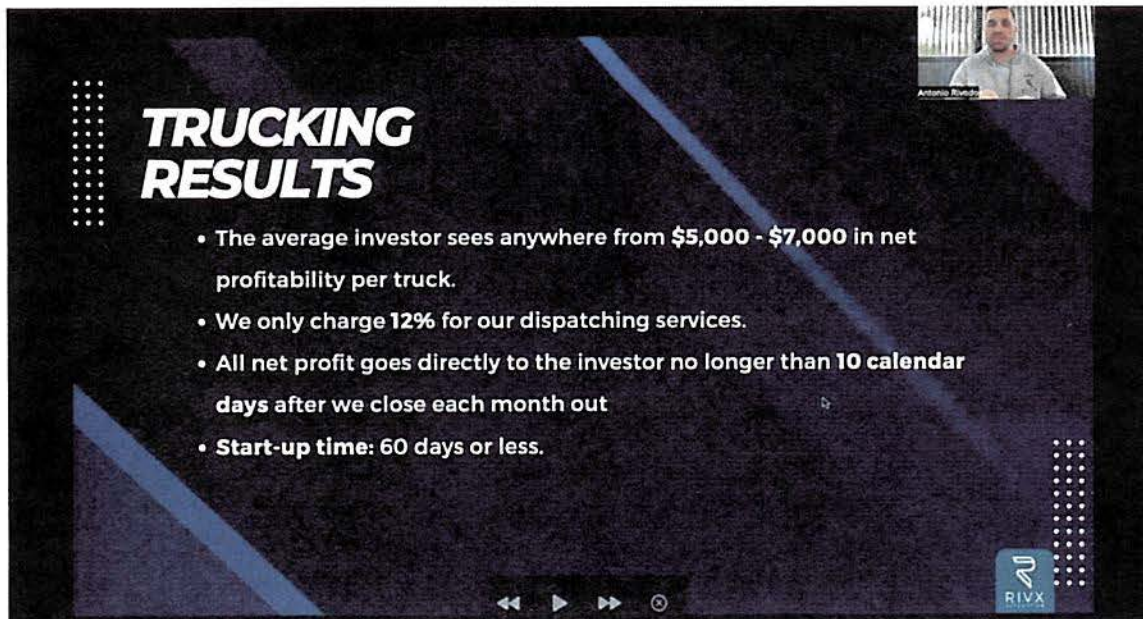
¹⁶ See PX 12[Bourne] ¶7; PX 16[Henderson] ¶4; PX 17[Horsford] ¶4; PX 19[Johnson] ¶8; PX 26[Peacock] ¶5; PX 31[Umuolo] ¶4; PX 32[Williams] ¶3.

¹⁷ PX 9[Arana] ¶¶4-5; PX 10[Arellano] ¶5; PX 18[Howell] ¶¶6, 10; PX 19[Johnson] ¶¶8, 11; PX 20[Julian] ¶7; PX 24 [Ogunmakinwa] ¶5; PX 29[Strong] ¶4.

¹⁸ E.g., PX 8[Akese] ¶5 and Att. A; PX 11[Ascencio] ¶7 and Att. A; PX 18[Howell] ¶7; PX 27[Sakaria] ¶5; PX 30[Taylor] ¶6 and Att. A; PX 33[Reddy] ¶¶9, 12-13 and Att. C.

¹⁹ E.g., PX 1 ¶22, Att. C; PX 18[Howell] Att. A, p.3; PX 27 [Sakaria] ¶5; see also PX 8[Akese] ¶5 and Att. A; PX 30[Taylor], Att. A; PX 33[Reddy], ¶12, Att. C.

expect to begin earning that money within 60 days:²⁰



During a presentation sent to consumers, Defendant Rivodo further claims:

- “That money’s going to come in like mailbox money, coming in every single month.”
- “The average investor sees anywhere from \$5,000-\$7,000 net in profitability per your truck.”
- “This is a literally done-for-you business model. You are literally going to lift as little as a finger as you have to . . . this truck will literally just become a passive income asset.”
- “The cash flow is a no-brainer.”
- “Our team is going to make sure we are going to milk the profitability out of this truck, and we are going to squeeze as hard as we can to make sure that truck is raining money for our investors every single month.”²¹

He also states:

- “We want to make sure the results that we create for you is [sic] passive.”
- “We are making sure that that truck is operating, it’s consistently bringing in income, it’s covering all the expenses and it’s also leaving that amazing passive income every single month.”

²⁰ *Id.*

²¹ PX 1[Liggins] ¶22.

- “With this automation model, what we’re able to do is we’re able to just meet a need in this industry. We’re able to go ahead and supply [] a big fleet that can go ahead and make sure that all of these shippers [] are able to deliver their goods to their final destinations . . . We are here to supply that need. We are here to share the profits with all of our investors by letting you guys come into this operational model with us. We are going to build a completely passive income stream for our investors through our trucking automation model.”
- “We manage clients like Ross, like Gap, like Costco, like Publix, like Southern Winds, 1-800-Flowers, Alberton’s. These are some of our clients that we manage freight for right now . . . because of the size of our fleet, we’re able to go ahead and leverage the size of our fleet to lock in these bigger corporations.”
- “How long until I get my truck on the road? Great question. Now, on our contract, you’re going to see it’s going to say between 60 to 90 days to put that truck on the road. Now, what we do for our investors is we’re going to go ahead and try to meet that mark of being on the road in under 60 days . . . our sweet spot is to go below 60 days and put your truck on the road.”
- “How soon ‘til my truck starts creating big revenue? Well guys, the minute that truck hits the road, you are now in the process of . . . cranking out at top potential, at top full throttle.”²²

4. Defendants Make More False Earnings Claims Through Sample Profit and Loss Statements Called “Truck Owner Settlement Reports”

Defendants have also presented consumers with sample profit and loss statements titled “Truck Owner Settlement Report[s],” which they claim represent their purchasers’ income from their trucking automation business opportunity.²³ These Reports show consumers making thousands of dollars in any and each given month, and Defendants, including both Rivodo and Wooten, represent that consumers can expect to make these same amounts.²⁴

For example, Rivodo has presented the following slides during a recorded sales presentation, showing “Truck Owner Check” values of \$5,734.43, \$6,096.25, and \$8,294.68:²⁵

²² *Id.*

²³ *See, e.g.*, PX 7[Adesina] ¶6; PX 8[Akese] ¶5 and Att. A; PX 10[Arellano] ¶6 and Att. A; PX 13[Bradley] ¶6 and Att. A; PX 15[Gibson] ¶6 and Att. B; PX 18[Howell] ¶8 and Att. B; PX 19[Johnson] ¶6 and Att. A; PX 20[Julian] ¶6 and Att. B; PX 21[Lessey] ¶6 and Att. A-2; PX 22[Masso] ¶6 and Att. A; PX 25[Pajaro] ¶5 and Att. A; PX 26[Peacock] ¶8 and Att. A; PX 31[Umuolo] ¶5 and Att. A.

²⁴ *See id.*

²⁵ *E.g.*, PX 1[Liggins] Att. C; PX 18[Howell] Att. A, p.3; PX 27 [Sakaria] ¶5; *see also* PX 8[Akese] ¶5 and Att. A

SOME OF OUR PNL'S



Truck Owner Settlement Report

Truck Owner	J Sanchez Freight, LLC	Truck	9	File	Jun-22
Driver Name	FELIX PEREZ	Miles	15050	Trailer	1407
CoDriver Name	None	Performance		Gallons	
Invoice (s) #	June 2022 Resume	Income	\$ 28,054.00		
Month	Jun 22	Service Fee Management	\$ 3,366.48		

Driver Pay	Driver	CoDriver	Fuel	Driver	CoDriver
Basic Driver Pay	\$ 9,030.00		Fuel	\$ 4,580.97	
Sub-Total	\$ 9,030.00		Fuel Fee		
Driver Pay	\$ 9,030.00		Sub-Total	\$ 4,580.97	

D.Deduction	Driver	CoDriver
Driver Travel Expenses	\$ 95.00	
Insurance Cargo & Liability	\$ 1,850.00	
EPS Charges	\$ 132.00	
Maintenance	\$ 321.10	
Yard	\$ 450.00	
GPS	\$ 356.00	
Factoring Fee 2.75%	\$ 771.49	
Taxes (Tolls, Licenses, Fuel Tax)	\$ 366.54	
Sub-Total	\$ 4,342.13	

Equipment Leases Expenses	
Trailer Equipment	\$ 1,000.00

Driver Advances	Driver	CoDriver
EPS - Cash Advances		
Sub-Total		

Reimbursements Expenses	Driver	CoDriver
Sub-Total		
Reimb. Expenses		

Truck Owner Summary	Driver	CoDriver
Driver Pay	\$ 9,030.00	
Fuel	\$ 4,580.97	
D. Advances	\$ -	
Reimb Expenses	\$ -	
Equipment Leases Ex	\$ 1,000.00	
Other Deduction	\$ 4,342.13	
Truck Owner Check	\$ 9,734.43	



Truck Owner Settlement Report

Truck Owner	DIAMOND CARGO LLC	Truck	3	File	Jun-22
Driver Name	ORLANDO ALVAREZ	Miles	15182	Trailer	1100
CoDriver Name	None	Performance		Gallons	
Invoice (s) #	June 2022 Resume	Income	\$ 28,785.00		
Month	Jun 22	Service Fee Management	\$ 3,454.20		

Driver Pay	Driver	CoDriver
Basic Driver Pay	\$ 9,109.20	
Sub-Total	\$ 9,109.20	
Driver Pay	\$ 9,109.20	

Fuel	Driver	CoDriver
Fuel	\$ 4,648.22	
Fuel Fee		
Sub-Total	\$ 4,648.22	

D.Deduction	Driver	CoDriver
Driver Travel Expenses	\$ 187.00	
Insurance Cargo & Liability	\$ 1,850.00	
EPS Fee Charges	\$ 129.00	
Maintenance	\$ 269.54	
Yard	\$ 450.00	
GPS	\$ 356.00	
Factoring Fee 2.75%	\$ 791.59	
Taxes (Tolls, Licenses, Fuel Tax)	\$ 650.00	
Sub-Total	\$ 4,477.13	

Equipment Leases Expenses	
Trailer Equipment	\$ 1,000.00

Driver Advances	Driver	CoDriver
EPS - Cash Advances		
Sub-Total		

Reimbursements Expenses	Driver	CoDriver
Sub-Total		
Reimb. Expenses		

Truck Owner Summary	Driver	CoDriver
Driver Pay	\$ 9,109.20	
Fuel	\$ 4,648.22	
D. Advances	\$ -	
Reimb Expenses	\$ -	
Equipment Leases Ex	\$ 1,000.00	
Other Deduction	\$ 4,477.13	
Truck Owner Check	\$ 6,096.25	



Truck Owner Settlement Report

Truck Owner	Hernandez National Transport, LL	Truck	2	File	Jun 22
Driver Name	Anel Placeres	Miles	13375	Trailer	1208
CoDriver Name	None	Performance		Gallons	
Invoice (s) #	June 2022 Resume	Income	\$ 29,856.00		
Month	Jun 22	Service Fee Management	\$ 3,582.72		

Driver Pay	Driver	CoDriver
Basic Driver Pay	\$ 8,025.00	
Sub-Total	\$ 8,025.00	
Driver Pay	\$ 8,025.00	

Fuel	Driver	CoDriver
Fuel	\$ 4,166.97	
Fuel Fee		
Sub-Total	\$ 4,166.97	

D.Deduction	Driver	CoDriver
Driver Travel Expenses	\$ 332.58	
Insurance Cargo & Liability	\$ 1,850.00	
EPS Charges	\$ 145.00	
Maintenance	\$ 357.00	
Yard	\$ 450.00	
GPS	\$ 356.00	
Factoring Fee 2.75%	\$ 821.04	
Taxes (Tolls, Licenses, Fuel Tax)	\$ 485.01	
Sub-Total	\$ 4,786.63	

Equipment Leases Expenses	
Trailer Equipment	\$ 1,000.00

Driver Advances	Driver	CoDriver
EPS - Cash Advances		
Sub-Total		

Reimbursements Expenses	Driver	CoDriver
Sub-Total		
Reimb. Expenses		

Truck Owner Summary	Driver	CoDriver
Driver Pay	\$ 8,025.00	
Fuel	\$ 4,166.97	
D. Advances	\$ -	
Reimb Expenses	\$ -	
Equipment Leases Ex	\$ 1,000.00	
Other Deduction	\$ 4,786.63	
Truck Owner Check	\$ 8,294.68	

In addition, Defendants have sent over 200 of these Reports to consumers through email attachments, with most Reports reflecting “Truck Owner Check” values between \$4,000 and \$8,000.²⁶ However, an FTC forensic accountant searched for these “Truck Owner Check” debits from Defendants’ bank accounts, and for each of the over 200 reports, there were zero matches,²⁷ (i.e., the advertised amounts were not deducted from Defendants’ bank accounts), suggesting that the Reports are either made up or are not from Defendants’ operation.

5. Defendants’ Written Proposals Are Also Deceptive

Once consumers see Defendants’ sales and marketing materials and speak to Defendants about how much money they will make through the business opportunity, Defendants also send consumers a deceptive investment proposal and contract.²⁸ The investment proposal again describes the trucking opportunity and represents that consumers will receive passive income averaging \$5,000-\$7,000 a month:

Business Overview

In RivX, we help investors from all over the world with little to no experience in trucking and logistics to generate revenue and create passive income by leveraging the trucking industry. We help set up the front end of your business by getting your truck, the driver, and all needed permits and documentation. **Then we put your truck on our fleet and manage all logistics, dispatching, maintenance, bookkeeping, reports, and more!**

Regular Business Operations

RivX dispatching will be assigning loads to your truck to deliver freight around the country for 25-28 days monthly, going from load to load; then, at the end of the month, your truck will return to our yard in South Florida where it will sit for 3-5 days for cooling, inspections, time off for the driver, and time to complete any needed maintenance. **The loads we book for your truck come from contracts we have secured with major corporations such**

²⁶ See e.g., PX 2[Agarwal] ¶¶28-29; PX 7[Adesina] ¶6; PX 8[Akese] ¶5 and Att. A; PX 10[Arellano] ¶6 and Att. A; PX 13[Bradley] ¶6 and Att. A; PX 15[Gibson] ¶6 and Att. B; PX 18[Howell] ¶8 and Att. B; PX 19[Johnson] ¶6 and Att. A; PX 20[Julian] ¶6 and Att. B; PX 21[Lessey] ¶6 and Att. A-2; PX 22[Masso] ¶6 and Att. A; PX 25[Pajaro] ¶5 and Att. A; PX 26[Peacock] ¶8 and Att. A; PX 31[Umuolo] ¶5 and Att. A.

²⁷ PX 2[Agarwal] ¶28-30.

²⁸ PX 6[Acosta] ¶8; PX 7[Adesina] ¶7; PX 8[Akese] ¶6; PX 10[Arellano] ¶7; PX11 [Ascencio] ¶8; PX 18[Bourne] ¶8; PX 15[Gibson] ¶5 and Att. A; PX 17[Horsford] ¶6; PX 18[Howell] ¶9 and Att. C; PX 19[Johnson] Att. B; PX 20[Julian] ¶5; PX 21[Lessey] ¶8; PX 22[Masso] Att. B; PX 24[Ogunmakinwa] ¶¶11-12; PX 28[Saxena] Att. A, p.2; PX 29[Strong] ¶10; PX 30[Taylor] ¶10; PX 31[Umuolo] Att. B, p.2; PX 32[Williams] ¶5 and Att. A; PX 33[Reddy] ¶11.

as Publix, Costco, Albertson's, Ross, Gap, 1-800 flowers, and Southern Winds, directly distributing freight for them all over the United States.

Average Return on Investment

On average, our investor's vehicles produce \$27,000 - \$32,000 gross revenue monthly. RivX charges an 8% dispatching fee to manage all logistics for you. Then our bookkeeper will pay all other expenses, including driver's salary, fuel cost, travel expenses, GPS, maintenance, insurance, yard fees, factoring, tax, and additional miscellaneous charges. RivX will then fill out a profit and loss statement recording all gross, expenses, and net income it produced that will average between \$5,000 - \$7,000. Your profit will be deposited into your business account no later than ten calendar days following the previous month, consecutively 12 - 14 months of return on investment.

(emphasis added).²⁹

With this proposal, Defendants also typically present consumers with a contract that promises consumers will have an “operational” truck and begin receiving income within 60, 90, or 120 days, and that guarantees consumers will “breakeven,” *i.e.*, obtain a full return on their investment or Defendants will pay them back the difference.³⁰

6. As with “Trucking Automation,” Defendants Likewise Make False Earnings Claims When Pitching “Trailer Automation”

In addition to trucking automation, Defendants pitch a trailer automation business opportunity, likewise making false earnings claims. In emails sent to consumers, Defendants, including Defendant Noah Wooten, state that for \$60,000 consumers will receive their own fully refrigerated long-haul trailer, “fully owned outright,” and will make “guaranteed income” of “\$1,250 a month . . . you will always have your returns.”³¹ They also tell consumers the trailer

²⁹ *See id.*

³⁰ PX 6[Acosta] Att. B, p.6-7; PX 8[Akese] Att. B, p.1, §3 and p.2, §5; PX 10[Arellano] Att. B, p.6, §2D and p.7, §4; PX 13[Bradley] Att. B, p.6, §2D and p.7, §4; PX 14[Fisketjon] Att. A, p.6, §D and p.7, §4; PX 15[Gibson] Att. A, p.5, §2D and p.6, §4; PX 16[Henderson] Att. A, p.6, §2D and p. 7, §4; PX 18[Howell] Att. C, p.6, §2D and p.7, §4; PX 19 [Johnson] Att. B, p. 7, §§2D and 4; PX 20[Julian] Att. A, p.6, §2D and p.7, §4; PX 21[Lessey] Att. A-3, p.6, §2D and p.7, §4; PX 23[Meloche] Att. A, p.1, §3 and p.2, §5; PX 26[Peacock] Att. B, p.1, §3; PX 31[Umuolo] Att. B, p.6, §2.D; PX 32[Williams] Att. A, p.6, §2.D; PX 33[Reddy] Att. B, p.6, §2.D.

³¹ PX 16[Henderson] ¶10, Att. C. The trailer is the part of a semitruck that carries cargo. With trailer automation, defendants represent that the consumer will own the trailer, which will be attached to a truck in RivX’s fleet, and a separate person or entity (the truck owner) will pay for any expenses associated with the truck.

will hold its value for 7-10 years, so consumers can expect to receive this passive income each month for nearly a decade.³² Defendant Wooten has further represented that “Rivx Trailer Automation = \$1,250 Guaranteed” and “0% opportunity for you to not make your guaranteed income.”³³

Subject: Rivx Trailer Automation = \$1,250 Guaranteed

- 60k for one trailer / 110k for 2 trailers / 160k for 3 trailers

- 1,250\$ monthly guaranteed for each trailer

- Truck owner pays for insurance on trailer, truck owner pays for repairs to trailer, 0% opportunity for you to not make your guaranteed income

- slower returns than trucking automation but trailer automation comes with zero (0) risk

- trailers hold their value and last over 8-10 years

Email me back for more questions! Thank you. - Noah Wooten



³² *Id.*; PX 21[Lessey] ¶12 and Att. D.

³³ PX 21[Lessey] Att. D. Defendants have similarly emailed consumers stating “We have recently launched a new service called trailer automation, which is a simple business model where we acquire and set up a trailer for our clients and assign it to one of our tractors, generating them a *guaranteed income of \$1250 a month with no expenses or liability*. This service takes less than a month to set up, and our clients can start earning immediately.” (emphasis added). PX 7[Adesina] ¶12; PX 21[Lessey] ¶13.

As with trucking automation, Defendants then repeat these income claims and make further misrepresentations during live sales calls and in a written contract, including stating that the consumer will begin receiving the guaranteed \$1,250 in income each month within 1.5 months.³⁴

B. Consumers Do Not Receive What They Are Promised, So Many Complain and (Unsuccessfully) Seek Refunds

Believing they will obtain a truck or refrigerated trailer, receive thousands of dollars a month in net income quickly and consistently, and, at a minimum, realize a full return on their investment, consumers typically pay Defendants \$60,000-\$85,000 or more.³⁵

But most consumers do not receive a truck or trailer, and even when consumers are told they have a truck or trailer, they typically make little or no money.³⁶ No consumer receives the promised monthly income on a consistent basis, and no consumer receives a full return on their investment.³⁷ Instead, every consumer loses all or substantially all their \$60,000-\$85,000 or more.³⁸

In addition, many consumers are strung along for several months before realizing Defendants defrauded them out of tens of thousands of dollars. And when consumers complain

³⁴ PX 21[Lessey] ¶¶ 14-18, Att. F.

³⁵ PX 6[Acosta] ¶11; PX 7[Adesina] ¶¶9, 11; PX 8[Akese] ¶10; PX 9[Arana] ¶6; PX 10 [Arellano] ¶¶8-9; PX 11[Ascencio] ¶9; PX 12[Bourne] ¶¶11-12 (just \$25,000); PX 13[Bradley] ¶8; PX 14[Fisketjon] ¶¶8-9; PX15[Gibson] ¶5; PX 16[Henderson] ¶¶5-6; PX 17[Horsford] ¶¶9-10; PX 18[Howell] ¶10; PX 19[Johnson] ¶¶9-10; PX 20[Julian] ¶10; PX 21[Lessey] ¶16; PX 22[Masso] ¶3; PX 23[Meloche] ¶5; PX 24[Ogunmakinwa] ¶13; PX 25[Pajaro] ¶¶7-8; PX 26[Peacock] ¶¶10-11; PX 28 [Saxena] ¶8; PX 29[Strong] ¶10; PX 30[Taylor] ¶9 (just \$41,500); PX 31[Umuolo] ¶¶6-8; PX 32[Williams] ¶5; PX 33[Reddy] ¶¶3, 17.

³⁶ PX 6[Acosta] ¶18, 21; PX 7[Adesina] ¶26; PX 8[Akese] ¶25, 27; PX 9[Arana] ¶¶28-29; PX 10[Arellano] ¶¶24, 26; PX 11[Ascencio] ¶18; PX 12[Bourne] ¶21; PX 13[Bradley] ¶23; PX 14[Fisketjon] ¶19; PX15[Gibson] ¶16; PX 16[Henderson] ¶22; PX 17[Horsford] ¶¶19-20; PX 18 [Howell] ¶29; PX 19[Johnson] ¶19; PX 21[Lessey] ¶28; PX 22[Masso] ¶17; PX 23[Meloche] ¶14; PX 24[Ogunmakinwa] ¶22; PX 25[Pajaro] ¶20; PX 26[Peacock] ¶34; PX 28 [Saxena] ¶12; PX 29[Strong] ¶24; PX 30[Taylor] ¶20; PX 31[Umuolo] ¶17; PX 32[Williams] ¶14; PX 33[Reddy] ¶27.

³⁷ A few consumers have received a few thousand dollars over one or more months, but those consumers still ended up losing tens of thousands of dollars each. PX 9[Arana] ¶28; PX 10[Arellano] ¶¶18-19; PX 15[Gibson] ¶12; PX 16[Henderson] ¶22; PX 26[Peacock] ¶34; PX 30[Taylor] ¶10; PX 32[Williams] ¶¶9-10.

³⁸ See *supra*, ns. 36-37.

to Defendants and eventually seek refunds, Defendants (including Rivodo and Wooten) generally refuse refunds, disregard the requests, direct consumers to Defendants' attorneys, or even request more money.³⁹

For example, one elderly veteran living on a fixed income paid Defendants \$75,000 for the trucking business opportunity and, after four months went by and he had still not received the income Defendants had promised, he emailed Defendant Wooten, stating:

I was very excited to get involved with RIVX! The information you provided me as 'representative' of the kinds of results I could expect made me very anxious to participate. In fact, I was tempted to get involved with two trucks. I must admit – I am disappointed! . . . You approached me 10 days ago wanting to know if I wanted to get involved with another [truck] as the cost . . . is increasing by \$10,000 this next year. Are you kidding me? . . . why would I invest in an additional truck when my current investment sits idle for a third of a month?! . . . Why would RIVX expand when the existing owners don't see their investment being busy with work? Frustrated and very disappointed!⁴⁰

As another 3-4 months went by and the consumer still hadn't received the promised returns, he continued to write to Defendants, stating:

Can't imagine how RIVX can be marketing on FaceBook trying to entice additional investors when existing equipment is not generating enough income monthly . . . let alone any income for the investor . . . The claims being made of \$5,000 net per week (or more) certainly appear to be misleading and false advertising!

and

I was originally told to expect \$4,000-\$8,000 in monthly income. The RivX ads on FaceBook represent that those willing to partner can expect

³⁹ See, e.g., PX 7[Adesina] ¶¶ 15, 19-22; PX 8[Akese] ¶¶13, 24-25; PX 9[Arana] ¶¶17-19; PX 10[Arellano] ¶¶11-20; PX 12[Bourne] ¶20; PX 16[Henderson] ¶¶14-17; PX 17[Horsford] ¶¶15-16; PX 18[Howell] ¶¶15-25; PX 19[Johnson] ¶¶12-14; PX 23[Meloche] ¶9, Att. B; PX 24[Ogunmakinwa] ¶18; PX 25[Pajaro], ¶20, Att. D; PX 29[Strong] ¶¶17-18; PX 31[Umuolo] ¶13, Att. E; PX 33[Reddy] ¶24. For example, one consumer directly asked both Rivodo and Wooten for a refund of his \$85,000 after not having a truck on the road and not making any money in the more than three months since paying RivX, but both Rivodo and Wooten outright refused. PX 7[Adesina] ¶¶ 15, 19-22. Another consumer emailed Rivodo several times, one time stating "This is becoming a nightmare fast. Truck is not in motion and not generating any income. I signed on with Rivx back in November. This is not the service that I was promised." PX 13[Bradley] ¶¶13-14, Atts. C, D. Rivodo ignored his emails.

⁴⁰ PX 26[Peacock] ¶18 and Att. G.

\$5,000 per week to \$15,000 per month. WHAT A BLATANT MISREPRESENTATION.⁴¹

Even after the consumer complained and requested a refund multiple times, Defendants would not return the consumer's money—instead, Defendants requested more money from him, including a request for an additional payment of over \$44,440.⁴² Ultimately, the consumer never received possession of or title to his truck and ended up losing nearly all his money (over \$71,740) to Defendants.⁴³

In response to Defendants' refusal to keep their promises or refund consumers' money, some consumers have eventually filed private lawsuits, including against Rivodo and Wooten individually.⁴⁴ But Defendants generally abscond with consumers' money, and in at least one instance, a process server's affidavit details Rivodo's attempts to evade service.⁴⁵

C. Defendants Unlawfully Use Non-Disparagement Clauses in Consumer Contracts

Before consumers can purchase Defendants' business opportunity, Defendants have them sign contracts that they are generally not allowed to negotiate.⁴⁶ Many of Defendants' form contracts contain non-disparagement clauses like the following:⁴⁷

12. NON-DISPARAGEMENT. Client shall not, at any time during the term of this Contract and for forever thereafter, make any statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage/defame Provider. Any breach of this provision by Client will entitle Provider to liquidated damages in the amount of \$100,000 per breach.

Defendants have even attempted to enforce this non-disparagement clause in at least one instance. Specifically, in 2023, RivX Trucking initiated arbitration and sought \$100,000 in liquidated damages against a consumer who, after requesting a refund multiple times to no avail, informed his bank that he did not receive a truck or anything else in connection with his \$75,000

⁴¹ PX 26[Peacock] ¶¶21, 24 and Att. I, K.

⁴² *Id.* at ¶26 and Att. M.

⁴³ *Id.* at ¶ 34.

⁴⁴ See PX 3[Schlager] ¶¶11-12, Att. G; PX 24[Ogunmakinwa] ¶19, Att. C.

⁴⁵ See PX 3[Schlager] ¶12, Att. G.

⁴⁶ PX 6[Acosta] ¶20; PX 23[Meloche] ¶10.

⁴⁷ PX 6[Acosta] ¶20; PX 8[Akese] Att. B, p.3, ¶13; PX 9[Arana] Att. A, p.2, ¶9; PX 10[Arellano] ¶25; PX 13[Bradley] ¶22; PX 14[Fisketjon] ¶16; PX 15[Gibson] ¶15; PX 16[Henderson]20; PX 17[Horsford] ¶18; PX 18[Howell] Att. C, p.9, ¶12; PX 19[Johnson] ¶15; PX 20[Julian] ¶16; PX 26[Peacock] Att. B, p.3, ¶13; PX 31[Umuolo] ¶14; PX 32[Williams] ¶13.

payment.⁴⁸

In addition, when dissatisfied consumers complain or seek refunds (a frequent occurrence), Defendants have also presented them with a form termination agreement containing a similar non-disparagement clause but additionally requiring that, to the extent consumers have “already communicated such statements, they agree to provide RIVX with a written retraction and remove such statements from any online platforms which may have been used to communicate the statement(s).”⁴⁹

D. Rivodo Has Continued to Tout His Success in Trucking and “High Ticket Sales”

Despite Rivodo’s knowledge of consumer complaints, refund requests, and private lawsuits filed by deceived consumers, he has continued to tout his success in trucking and high-dollar sales.

For example, a “truckingmentorship” Instagram account appeared online in February 2024, stating “Build a 7-8 Figure Trucking Business” and “Let’s Make Millions in Trucking.”⁵⁰



On the “Trucking Mentorship” website (www.truckingmentorship.com), Rivodo claimed, **“8-Year Business Veteran Reveals For The First Time...The ‘Automated Transend Trucking’ Strategy That Allowed Me To Build An 8-Figure Trucking Business In My 20s . . . Build Generational Wealth With Your Trucking Business In As Little As 12 Months!”** (emphasis in original).⁵¹ Rivodo further stated that he is an “8-year serial entrepreneur” who has built an “8-figure trucking business from scratch” and “consulted privately with hundreds of owners, helping them increase profitability.”

⁴⁸ PX 20[Julian] ¶¶14, 15, 16. In addition, consumers have stated that this clause prevented them from posting an online review about their experience with RivX. See PX 19[Johnson] ¶15; PX 23[Meloche] ¶10.

⁴⁹ PX 14[Fisketjon] Att. E, p.6, ¶o; PX 24[Ogunmakinwa] Att. B, p.6, ¶o.

⁵⁰ PX 4[Rosenecker] ¶ 15.

⁵¹ PX 1[Liggins] ¶24.

Who am I, and why should you listen to me?

I'm **Antonio Rivodo** 🇺🇸

I'm an **8-year serial entrepreneur**. I've built businesses in direct seals, solar, credit repair and NOW the focus is on trucking automation.

I've been in the trucking industry for 3+ years, and since then...

I've built an **8-figure trucking business from scratch**... and consulted privately with hundreds of owners, helping them increase profitability and delegate.

So, **how am I so confident** you'll find value in the FREE mini blueprint?

Because trucking business owners **pay me thousands of dollars** for the strategies you're accessing...

But I've condensed the crucial lessons into the mini blueprint for you!



In addition, in July 2024, on a “rivmentorship” Instagram account, Rivodo stated that he’s “Coaching Entrepreneurs to 6-7 Fig[ure]s” and that he has “\$22 Million+ In Sales.”⁵²



rivmentorship [Follow](#) [Message](#) 🔊 ...

18 posts 5,777 followers 957 following

Take Your Hustle/Business To The Next Level 🚀
 Product/Service
 Coaching Entrepreneurs To 6-7 Figs
 DM To Build Your "Money Printing Blueprint"
 \$22 Million+ In Sales
 Follow... more
rivmentorship.com/intro

On a “RivMentorship” website (www.rivmentorship.com) appearing as of June 2024 that remains active, Rivodo further states “**Become a Money Printing Machine In the Next 90 Days. That’s a Promise**” (emphasis in original), and “RivMentorship teaches you skills I’ve developed in the last 7+ Years needed to consistently make \$500-\$25,000 Daily.”⁵³ The “RivMentorship Program” apparently includes “video trainings” on Rivodo’s “Social Media

⁵² PX 4[Rosenecker] ¶13. A “rivcoaching” Instagram account with 60.7K followers likewise appeared in July 2024, similarly claiming “22+ Million In Sales Generated,” “Scale Your Coaching Business to 7-8 Figs,” and “I’ll Manage your Ads + Optimize Sales.” *Id.* at ¶14.

⁵³ PX 1[Liggins] ¶25.

Engagement Formula,” which includes his “content creation strategy,” and on “High Ticket Sales = BIG CHECKS,” which includes the “Art of Generating Leads for High Ticket Products” and the “Art of Closing High [T]icket Sales.”⁵⁴ Rivodo also provides “coaching” and “sales opportunities” in “High Ticket Sales” and claims that you can “**BECOME A MONEY PRINTER WITH RIVODO IN 90 DAYS OR LESS.**”⁵⁵

RivMentorship Program.

What Can You Expect Out of this Program.

This Program is Built to Over Deliver on SO MUCH value, So that from the moment you enter this program, Your printing money from day 1.

Lifetime Access to Rivtrades Community
Where I will teach you everyday how to trade Forex/Futures

3 Weekly Live Coaching Zoom Calls
Talking about: Social Media High Ticket Sales
Prospecting and Lead Gen
Staying Healthy and Fit
Customized Coaching for Hot Seat Sessions
Special Guest

Video Trainings
Social Media Engagement Formula
Social Media DM Formula
Networking Formula
High Ticket Sales = BIG CHECKS,
Workout/PD Regimen,
Recordings Of Daily Sessions

Sales Opportunities
Credit / Funding
High Ticket Sales
Mentorship Programs
Business Coaching Programs
Payment Processing Sales
Real Estate Lending
Wholesale Real Estate

BECOME A MONEY PRINTER WITH RIVODO IN 90 DAYS OR LESS

While it is unclear if these sites have gained much traction, it is clear that Rivodo continues to make deceptive claims with a complete disregard for the law and for the consumers who continue to suffer from his deception.

E. Consumer Harm

Plaintiffs estimate, based on the evidence collected, that Defendants have defrauded consumers of more than \$8 million since mid-2021.⁵⁶ Consumers who fall victim to Defendants’

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ See PX 2[Agarwal] ¶13. This amount is consistent with amounts Rivodo has claimed to make on social media: “I’ve made 8M in the trucking industry in the last 12 month’s! [sic] If you want

scheme typically lose between \$75,000-\$85,000 each.⁵⁷ Some consumers lose even more, up to hundreds of thousands of dollars each,⁵⁸ and some consumers lose less.⁵⁹ But all consumers lose all or substantially all of what they paid Defendants, totaling tens of thousands of dollars each.⁶⁰

III. THE DEFENDANTS

The Corporate Defendants are a common enterprise of entities that have operated and facilitated the scam. The Individual Defendants have authority to control the Corporate Defendants and have directly participated in the unlawful activities. In addition, three Relief Defendants have reaped significant financial benefit from Defendants' unlawful practices.

A. Corporate Defendants

The Corporate Defendants are a web of interrelated companies that primarily use the name "RivX," often either without specifying any one RivX entity or referring to various RivX entities as if they are one.

RivX Automation Corp., also dba RivX Funding, has been a Florida for-profit corporation with its principal address listed in Florida Department of State documents as 8350 NW 52nd Terrace, Suite 107, Doral, Florida 33166 (the "Suite 107 address") and on its website (www.rivx.co) as 8750 NW 36th Street, Suite 550, Doral, Florida 33166 (the "Suite 550 address"). Florida Department of State Documents also previously listed RivX Automation's principal and mailing addresses as 5250 NW 84th Avenue, Apt. 411 Miami, FL 33166

to learn how to build a 6-7 Figure business in the trucking industry! Join my Discord!"
PX 4[Rosenecker] ¶19.

⁵⁷ PX 6[Acosta] ¶21; PX 7[Adesina] ¶26; PX 8[Akese] ¶27; PX 11[Ascencio] ¶18; PX 14[Fisketjon] ¶19; PX 16[Henderson] ¶22; PX 18[Howell] ¶29; PX 19[Johnson] ¶19; PX 22[Masso] ¶17; PX 23[Meloche] ¶14; PX 24[Ogunmakinwa] ¶22; PX 28[Saxena] ¶12; PX 29[Strong] ¶24; PX 31[Umuolo] ¶17.

⁵⁸ PX 1[Liggins] ¶8; PX 3[Schlager] ¶¶ 4; PX 17[Horsford] ¶20 (lost \$150,000); PX 33[Reddy] ¶¶17, 27 (lost \$215,000).

⁵⁹ Some consumers lost less because they already had trucks that Defendants represented they would manage, or because they received a few payments from Defendants, but even these consumers lost tens of thousands of dollars each. *See* PX 9[Arana] ¶28 (lost over \$50,000); PX 12[Bourne] ¶¶ 8, 21; PX 13[Bradley] ¶¶ 19, 23 (lost \$45,000); PX 25[Pajaro] ¶20 (lost nearly \$50,000 and his trucks were damaged); PX 30[Taylor] ¶20 (lost \$38,000). And at least one of these consumers additionally lost the truck he personally purchased and put \$65,000 into before engaging Defendants. PX 12[Bourne] ¶¶ 8, 21.

⁶⁰ *See, e.g.*, PX 9[Arana] ¶28; PX 10[Arellano] ¶26; PX 13[Bradley] ¶23; PX 14[Fisketjon] ¶19; PX 15[Gibson] ¶16; PX 21[Lessey] ¶28; PX 25[Pajaro] ¶20; PX 26[Peacock] ¶34; PX 30[Taylor] ¶20; PX 32[Williams] ¶14.

(“Rivodo’s previous residence”). Defendants prominently use the name “RivX Automation” when selling their trucking automation business opportunities, and Rivodo has stated in sales presentations that RivX Automation “is our entire automation company.”⁶¹

RivX Trucking LLC has been a Florida limited liability company that has listed its principal and mailing addresses as Rivodo’s previous residence and that uses the same website (www.rivx.co) listing the Suite 550 address. Defendants also predominantly use the name “RivX Trucking” when selling their trucking automation scam, and Rivodo has stated in sales presentations that “we are RivX Trucking” and “RivX Trucking is one of our companies under RivX Automation.”⁶²

RivX Logistics LLC and **RivX Global Logistics LLC** have been Florida limited liability companies that likewise list their principal addresses with the Florida Department of State as the Suite 107 address. Defendants often tell consumers that they have a logistics company when selling their trucking automation business opportunities.

Maceda Transportation Services, Inc., also dba RivX Transportation (“Maceda RivX”) and **C2 Carrier LLC** have been two Florida entities (a for-profit corporation and a limited liability company) that have listed various principal and mailing addresses with the Florida Department of State. For Maceda RivX, this includes the Suite 107 address, Rivodo’s previous residence, and the Suite 550 address, and for C2 Carrier, this includes Rivodo’s previous residence. Rivodo purchased Maceda RivX and C2 Carrier from previous owners.⁶³ The “Maceda” and “C2” names have appeared on the sides of semitrucks in truck yards associated with RivX,⁶⁴ and the “Maceda” name appears on the purported profit and loss statements (Truck Owner Settlement Reports) that Defendants have used to convince consumers they will make substantial money through RivX.⁶⁵

As is more fully explained in Section IV.B.1.e, the Corporate Defendants have operated

⁶¹ PX 1[Liggins] ¶22.

⁶² *Id.*

⁶³ See PX 2[Agarwal] ¶22-23; see also PX 1[Liggins] ¶12 and Atts. A-5 and A-6.

⁶⁴ PX 3[Schlager] ¶14, Att. I; PX 29 [Strong] ¶8.

⁶⁵ See e.g., PX 7[Adesina] ¶6; PX 8[Akese] ¶5 and Att. A; PX 10[Arellano] ¶6 and Att. A; PX 13[Bradley] ¶6 and Att. A; PX 15[Gibson] ¶6 and Att. B; PX 18[Howell] ¶8 and Att. B; PX 19[Johnson] ¶6 and Att. A; PX 20[Julian] ¶6 and Att. B; PX 21[Lessey] ¶6 and Att. A-2; PX 22[Masso] ¶6 and Att. A; PX 25[Pajaro] ¶5 and Att. A; PX 26[Peacock] ¶8 and Att. A; PX 31[Umuolo] ¶5 and Att. A

as a common enterprise. In addition to sharing addresses, they have shared ownership, control, and banking authority—Rivodo has been identified as an officer, manager, or managing member of each of them at one time or another.⁶⁶

B. Individual Defendants

Antonio Rivodo is the kingpin of the Corporate Defendants, and he calls his companies “RivX” as a tribute to his name – “Riv”odo – plus the “X” multiplier, because, as he puts it, everything he touches will multiply.⁶⁷ Rivodo narrates and posts Defendants’ deceptive sales and marketing videos, and he personally makes deceptive income claims in videos, podcasts, and directly to individual consumers. Rivodo also signs contracts with consumers on behalf of the Corporate Defendants (including form contracts with illegal non-disparagement clauses),⁶⁸ and he is an authorized signatory on all Corporate Defendants’ bank accounts.⁶⁹ Rivodo is aware of consumer complaints, requests for refunds, and lawsuits filed by deceived consumers and, despite that knowledge, subsequently touted on a “trucking mentorship” website that he “buil[t] an 8-figure trucking business in [his] 20s.”⁷⁰

Noah Wooten has also been a major player in the RivX deceptive scheme. Wooten has been the Vice President of RivX and RivX’s primary salesman.⁷¹ Wooten has personally made deceptive earnings claims to multiple consumers, and he has signed RivX contracts with consumers, including contracts containing illegal non-disparagement clauses.⁷² Wooten is likewise aware of consumer complaints, requests for refunds, and lawsuits filed by deceived

⁶⁶ Florida Department of State records show that as of 2023, Rivodo’s mother, Hermalice Tineo, is reflected as the manager of C2 Carrier, but Rivodo remains an authorized signer on its bank account. PX 1[Liggins] ¶12 and Att. A-6; PX 2[Agarwal] ¶6, Att. A.

⁶⁷ PX 3[Schlager] ¶10(s).

⁶⁸ E.g., PX 6[Acosta] ¶¶11, 16, Atts. B, D; PX 9[Arana] ¶¶6, 10, Atts. A, B; PX 18[Howell] ¶17, F; PX 23[Meloche] Att. A; PX 25[Pajaro] ¶¶8-9, Atts. B, C; PX 31[Umuolo] ¶; PX 33 [Reddy] ¶22, Att. E.

⁶⁹ PX 2[Agarwal] ¶6, Att. A.

⁷⁰ See *supra*, Sections II.A.7 and II.C.

⁷¹ See PX 1[Liggins] ¶23.

⁷² E.g., PX 7[Adesina] ¶9, Att. B; PX 8[Akese] ¶10, Att. B; PX 10[Arellano] ¶9, Att. B; PX 12[Bourne] ¶10, Att. A; PX 13 [Bradley] ¶8, Att. B; PX 14 [Fisketjon] ¶8, Att. A; PX 16[Henderson] ¶6, Att. A; PX 17 [Horsford] ¶8, Att. A; PX 18[Howell] ¶10, Att. C; PX 19[Johnson] ¶9, Att. B; PX 20[Julian] Att. A; PX 21[Lessey] ¶16, Att. F; PX 24[Ogunmakinwa] ¶13, Att. A-2; PX 28 [Saxena] ¶8, Att. A; PX 30[Taylor] ¶9, Att. C; PX 31[Umuolo] ¶6, Att. B; PX 32[Williams] ¶5, Att. A; PX 33 [Reddy] ¶ 19, Att. B.

consumers.⁷³

As is more fully explained in Section IV.B.1.f, each Individual Defendant has authority to control and/or participates in and has knowledge of the Corporate Defendants' unlawful business practices.

C. Relief Defendants

Relief Defendants **Propihub LLC; RivX Investments LLC, also dba RivX Cash Offer and RivX Capital; and Diamond Cargo LLC** are or have been Florida limited liability companies that have received funds or other assets traceable to Defendants' unlawful acts or practices, and they have no legitimate claim to those assets. For example, Rivodo is the sole manager of Relief Defendant Propihub, which bank records show received over \$1.7 million from Defendants, accounting for over 82% of all incoming funds Propihub received.⁷⁴ Rivodo is also the sole manager of Relief Defendant RivX Investments, which received tens of thousands of dollars from Defendants.⁷⁵ As for Diamond Cargo, RivX purchased the company from a previous owner with consumer funds; Florida Department of State documents were amended to reflect RivX Trucking (owned by Rivodo) and Mayda Alejandra Gonzalez Corredor (Rivodo's girlfriend) as managers of the company; and Defendants thereafter transferred over \$160,000 in consumer funds to the company.⁷⁶ The Relief Defendants have no known legitimate claims to these transfers.

IV. THE COURT SHOULD ISSUE A TEMPORARY RESTRAINING ORDER

To put an immediate stop to Defendants' deceptive practices and preserve the possibility of effective final relief, Plaintiffs request that the Court issue an *ex parte* TRO with provisions for asset and document preservation, the appointment of a temporary receiver, turnover of business records and access to business or storage facilities, limited expedited discovery, and an order to show cause why a preliminary injunction should not issue. As shown below, the Court has the authority to enter the relief sought, the evidence demonstrates that Plaintiffs are likely to succeed on the merits, and the equities weigh heavily in favor of the requested relief.

⁷³ See *supra*, Section II.A.7.

⁷⁴ See PX 1[Liggins] ¶15 and Att. B-1; PX 2[Agarwal] ¶¶18-19.

⁷⁵ See PX 1[Liggins] ¶15 and Att. B-2; PX 2[Agarwal] ¶20(d).

⁷⁶ See PX 1[Liggins] ¶16 and Att. B-3; PX 2[Agarwal] ¶¶20(c)-21 and n.4. Other ill-gotten gains may include trucks in RivX Investments d/b/a RivX Capital's and Diamond Cargo's names. See PX 3[Schlager] ¶¶14-16.

A. This Court Has the Authority to Grant the Requested Relief

Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), gives the Court authority to issue temporary, preliminary, and permanent injunctions.⁷⁷ With that authority comes the power to “grant ancillary relief, including freezing assets and appointing a Receiver.”⁷⁸ The Court may also grant this relief *ex parte*.⁷⁹

While asset freezes and receiverships are no longer available in FTC enforcement actions “premised solely on § [Section 13(b)]” following the Supreme Court’s decision in *AMG Cap. Mgmt., LLC v. FTC*, 141 S. Ct. 1341, 1349-52 (2021),⁸⁰ the FTC additionally brings this action

⁷⁷ See *FTC v. Gem Merch. Corp.*, 87 F.3d 466, 469 (11th Cir. 1996); *FTC v. On Point Capital Partners LLC*, 17 F.4th 1066, 1079 (11th Cir. 2021) (“Prospective injunctive relief is still allowed under § 53(b),” citing *AMG Cap. Mgmt., LLC v. FTC*, 141 S. Ct. 1341, 1347-48 (2021)).

⁷⁸ *FTC v. USA Fin., LLC*, 415 F. App’x 970, 976 (11th Cir. 2011) (quoting *FTC v. U.S. Oil & Gas Corp.*, 748 F.2d 1431, 1432 (11th Cir. 1984)); *Gem. Merch.*, 87 F.3d at 469 (also citing *U.S. Oil & Gas*, 748 F.2d at 1432-34 in recognizing a “district court may order preliminary relief, including an asset freeze, that may be needed to make permanent relief possible”).

⁷⁹ **For the Southern and Middle Districts of Florida**, Volume V of Plaintiffs’ filing contains examples of *ex parte* TROs. See, e.g., *FTC v. Legion Media*, No. 8:24-cv-01459, Doc. 17 (M.D. Fla. Jun. 18, 2024) (*ex parte* and temporarily sealed TRO with, *inter alia*, asset freeze, immediate access, and appointment of temporary receiver); *FTC v. Michael Rando*, No. 3:22-cv-00487, Doc. 12 (M.D. Fla. May 2, 2022) (same); *FTC v. Digital Income Sys.*, No. 1:20-cv-24721, Doc. 12 (S.D. Fla. Nov. 17, 2020) (same); *FTC v. Simple Health Plans LLC*, No. 0:18-cv-62593, Doc. 15 (S.D. Fla. Oct. 31, 2018) (same); *FTC v. Student Debt Doctor LLC*, No. 17-cv-61937, Doc. 4 (S.D. Fla. Oct. 2, 2017); *FTC v. Am. Student Loan Consolidators*, No. 0:17-cv-61862, Doc. 9 (S.D. Fla. Sept. 26, 2017); *FTC v. Strategic Student Sols. LLC*, No. 9:17-cv-80619-DIMITROULEAS, Doc. 10 (S.D. Fla. May 15, 2017); *FTC v. Pointbreak Media, LLC*, No. 0:18-cv-61017, Doc. 12 (May 8, 2018) (same); *FTC and State of Fla. v. Jeremy Lee Marcus*, No. 17-cv-60907, Doc. 13 (S.D. Fla. May 9, 2017); *FTC v. World Patent Mktg., Inc.*, No. 17-cv-208448-GAYLES, Doc. 11 (S.D. Fla. Mar. 8, 2017) (same); *FTC v. Mail Tree, Inc.*, No. 0:15-cv-61034 (S. D. Fla. May 19, 2015). **For post-AMG TROs with similar relief in other districts**, see, e.g., *FTC v. Panda Benefit Servs., LLC*, No. 8:24-cv-01386, Doc. 29 (C.D. Cal. June 24, 2024) (*ex parte* and temporarily sealed TRO with, *inter alia*, asset freeze, immediate access, and appointment of temporary receiver); *FTC v. Automators*, No. 3:23-cv-01444, Doc. 8 (S.D. Cal. Aug. 11, 2023) (same); *FTC v. Intercontinental Sols.*, No. 8:23-cv-01495 (C.D. Cal. Aug. 16, 2023); *FTC v. BCO Consulting Servs.*, No. 8:23-cv-00699, Doc. 32 (C.D. Cal. April. 24, 2023).

⁸⁰ Section 13(b) authorizes the FTC to request that courts use their inherent equity power to provide injunctive relief. For decades, courts interpreted this authority to extend to equitable monetary relief. In *AMG*, the Supreme Court held that the FTC does not have the authority to seek equitable monetary relief when proceeding solely under Section 13(b) but pointed out that the FTC may obtain consumer redress and other remedies under Section 19. *AMG Cap. Mgmt.*, 141 S. Ct. at 1349-52; see also *FTC v. Elegant Sols., Inc.*, No. 20-55766, 2022 WL 2072735, at *2 (9th Cir. June 9, 2022) (“[A]lthough *AMG* held that monetary relief is not available under

under Section 19. And Section 19 authorizes this Court to grant such preliminary and final relief as the Court finds necessary to redress injury to consumers resulting from violations of FTC trade regulation rules—here, the Business Opportunity Rule and the CRFA.⁸¹ This relief may include, and is not limited to, rescission or reformation of contracts, and the refund of money or return of property.⁸² Numerous district courts in the Eleventh Circuit have granted relief similar to the relief requested here, including in actions filed post-AMG.⁸³

In addition, Section 501.207 (1)(b), Florida Statutes, authorizes the State of Florida to bring an action to enjoin any person who has violated, is violating, or is otherwise likely to violate the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”). Pursuant to Section 501.207(3), Florida Statutes this Court has the power to appoint a receiver, freeze assets, issue temporary and permanent injunctive relief, rescind or reform contracts, and issue equitable monetary relief or other appropriate relief.

B. Plaintiffs Meet the Standard for Immediate Injunctive Relief

In the Eleventh Circuit, “[f]or the FTC to obtain injunctive relief, it must show that (1) it is likely to succeed on the merits, and (2) injunctive relief is in the public interest.”⁸⁴ Unlike in private controversies, irreparable injury need not be shown.⁸⁵ When a district court balances the hardships of the public interest against a private interest, the public interest should receive greater weight.⁸⁶ Indeed, the “public interest in ensuring the enforcement of federal consumer

section 13(b) of the FTC Act, . . . section 19 of the Act separately and specifically authorizes the FTC to seek monetary relief”).

⁸¹ See 15 U.S.C. § 57b. Both the Business Opportunity Rule and the CRFA are considered rules promulgated under Section 19 of the FTC Act.

⁸² *Id.*

⁸³ See *supra*, n. 79; see also *FTC v. Simple Health Plans LLC*, No. 18-cv-62593, 2021 WL 4050819, at *2 (S.D. Fla. Sept. 5, 2021) (“Based on a review of the Supreme Court’s holding in AMG, the plain language of [the FTC] Act and the TCFAPA, and the allegations in the original Complaint, the Court finds that it had authority under § 19 of the Act to issue the preliminary injunction, order the asset freeze, and appoint the Receiver.”); *FTC v. Acquinity Interactive LLC*, No. 14-cv-60166, 2021 WL 3603594, *6-8 (S.D. Fla. 2021) (granting preliminary injunction, post-AMG, including asset freeze where the FTC was pursuing contempt, which provides a basis to obtain monetary relief).

⁸⁴ *FTC v. IAB Mktg. Assocs., LP*, 746 F.3d 1228, 1232 (11th Cir. 2014); *FTC v. Simple Health Plans LLC*, 379 F. Supp. 3d 1346, 1358-59 (S.D. Fla. 2019).

⁸⁵ *Id.*

⁸⁶ *Simple Health Plans*, 379 F. Supp. 3d at 1363 (citing *FTC v. World Wide Factors*, 882 F.2d 344, 347 (9th Cir. 1989) and finding that “The public interest in this case—enjoining conduct

protection laws is strong.”⁸⁷

Similarly, under FDUTPA, the State of Florida’s sole burden is to show a clear legal right to the relief requested. Section 501.207(1)(b) of the FDUTPA expressly authorizes the State of Florida to seek injunctive relief; the State of Florida does not have to show irreparable harm, lack of an adequate legal remedy, or public harm.⁸⁸

The evidence filed in support of this motion shows that Plaintiffs not only meet, but exceed, the standards for success on the merits. The equities also weigh heavily in favor of granting the requested preliminary relief, not only to protect the public from Defendants’ unlawful scheme, but also to preserve the Court’s ability to render effective final relief.

1. Plaintiffs are Likely to Succeed on the Merits

Plaintiffs are likely to succeed on the merits of this action. The evidence presented in Volumes I-IV, including declarations from law enforcement investigators, a forensic accountant, and more than 25 injured consumers, shows that: Defendants’ scheme violates Section 5 of the FTC Act, the Business Opportunity Rule, and the FDUTPA; Defendants have also violated the CRFA; the Corporate Defendants share joint and several liability as a common enterprise; the Individual Defendants have the requisite knowledge, participation, and control for joint and several liability; and the Relief Defendants received ill-gotten gains to which they have no legitimate claim.

a. Defendants’ Scheme Violates Section 5 of the FTC Act and Section 501.204(1) of the FDUTPA (Counts I-II and VII-VIII)

Section 5 of the FTC Act, 15 U.S.C. § 45 (a), prohibits unfair or deceptive acts or practices in or affecting commerce. An act or practice is deceptive under Section 5 if it involves a material representation or omission that would likely mislead consumers acting reasonably

that violates the FTC Act, and preserving assets that may be used for restitution to victims who have suffered financial losses—is compelling and entitled to great weight.”); *FTC v. USA Beverages, Inc.*, No. 05-61682, 2005 U.S. Dist. LEXIS 39075, at *15 (S.D. Fla. Dec. 6, 2005) (also citing *World Wide Factors*, 882 F.2d at 347 and stating “Defendants operated a scam. To prevent future harm, it is necessary for the Court to issue an injunction. Without an injunction as to USA Beverages (Florida) defendants will be able to use the corporate form to resume their scheme and injure additional consumers.”); *FTC v. World Travel Vacation Brokers*, 861 F.2d 1020, 1030 (7th Cir. 1988).

⁸⁷ *Simple Health Plans*, 379 F. Supp. 3d at 1363 (quoting *FTC v. Mallett*, 818 F. Supp. 2d 142, 149 (D.D.C. 2011)).

⁸⁸ *Millenium Commc’ns & Fulfillment, Inc. v. Florida*, 761 So. 2d 1256, 1260 (Fla. 2000).

under the circumstances.⁸⁹ Courts consider the overall net impression when evaluating the deceptiveness of an act or practice rather than literal truth or falsity.⁹⁰ Express claims, or deliberately made implied claims, used to induce payments for products or services are presumed to be material.⁹¹ The FTC need not prove actual reliance by consumers to establish materiality,⁹² but proof of reliance is highly probative to show that a practice is likely to mislead consumers acting reasonably under the circumstances.⁹³ Likewise, Section 501.204(1) of the FDUTPA states “unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”⁹⁴ Conduct that violates Section 5 (a) of the FTC Act also violates Section 501.204 (1) of the FDUTPA.⁹⁵

Plaintiffs’ evidence, set forth in Section II, *supra*, shows that Defendants have made material misrepresentations, expressly or by implication, to their victims, in violation of the FTC Act and the FDUTPA (Counts I-II and VII-VIII). First, Defendants have falsely represented that

⁸⁹ *FTC v. Peoples Credit First, LLC*, 244 Fed. App’x. 942, 944 (11th Cir. 2007) (following *FTC v. Tashman*, 318 F.3d 1273, 1277 (11th Cir. 2003)).

⁹⁰ *See Simple Health Plans*, 379 F. Supp. 3d at 1360 (citing *FTC v. Nat’l Urological Group, Inc.*, 645 F. Supp. 2d 1167, 1189 (N.D. Ga. 2008)), *aff’d*, 356 Fed. App’x. 358, 2009 WL 4810345 (11th Cir.), *reh’g and reh’g en banc denied*, 401 F. App’x 522, 2010 WL 2787701 (11th Cir.), *cert. denied*, 131 S. Ct. 505 (2010).

⁹¹ *FTC v. Transnet Wireless Corp.*, 506 F. Supp. 2d 1247, 1266 (S.D. Fla. 2007) (“Express claims, or deliberately made implied claims, used to induce the purchase of a particular product or service are presumed to be material.”); *FTC v. SlimAmerica, Inc.*, 77 F. Supp. 2d 1263, 1272 (S.D. Fla. 1999).

⁹² *Transnet Wireless Corp.*, 506 F. Supp. 2d at 1266-67; *SlimAmerica*, 77 F. Supp. 2d at 1272.

⁹³ Consumers state that they did rely on Defendants’ deceptive statements here. PX 6[Acosta] ¶21; PX 7[Adesina] ¶26; PX 8[Akese] ¶27; PX 9[Arana] ¶31; PX 10[Arellano] ¶26; PX 11[Ascencio] ¶18; PX 12[Bourne] ¶21; PX 13[Bradley] ¶23; PX 14[Fisketjon] ¶20; PX15[Gibson] ¶16; PX 16[Henderson] ¶22; PX 17[Horsford] ¶20; PX 18[Howell] ¶30; PX 19[Johnson] ¶19; PX 20[Julian] ¶20; PX 21[Lessey] ¶29; PX 22[Masso] ¶17; PX 23[Meloche] ¶14; PX 24[Ogunmakinwa] ¶23; PX 25[Pajaro] ¶21; PX 26[Peacock] ¶34; PX 28[Saxena] ¶12; PX 29[Strong] ¶24; PX 30[Taylor] ¶20; PX 31[Umuolo] ¶18; PX 32[Williams] ¶14; PX 33[Reddy] ¶28.

⁹⁴ Fla. Stat. § 501.203(3) (establishing that a violation of the FDUTPA may be based upon any rules promulgated pursuant to the FTC Act or the standards of unfairness or deception set forth and interpreted by the FTC or the federal courts); Fla. Stat. § 501.204 (1) (2024).

⁹⁵ *Id.*; *FTC v. Info. Mgmt. Forum, Inc.*, No. 6:12-cv-986, 2013 WL 3323635, at*5 (M.D. Fla. June 28, 2013) (“Conduct that constitutes a ‘deceptive act or practice’ . . . under the FTC Act is a violation of [§ 501.204] of FDUTPA.”); Fla. Stat. § 501.204(2) (providing that in construing Section 501.204 (1) “great weight shall be given” to the federal court’s interpretation of Section 5 of the FTC Act).

consumers, or purchasers of their business opportunities, are likely to earn substantial income. As discussed above, most consumers earn nothing or almost nothing and instead lose all or substantially all their money. In addition, Defendants have falsely represented that consumers will begin earning income within 60-120 days and will obtain a full return on their investment. Again, many consumers do not earn income within that timeframe (or ever), and most (if not all) lose all or substantially all the tens (or even hundreds) of thousands of dollars they put in. Plaintiffs are therefore likely to succeed in proving that Defendants have violated Section 5 of the FTC Act and Section 501.204 (1) of the FDUTPA.

**b. Defendants Have Violated the Business Opportunity Rule,
Thereby Also Violating the FDUTPA (Counts III-VI and IX)**

The Business Opportunity Rule applies to Defendants because they are “sellers” who have sold or offered to sell “business opportunities” as defined by the Rule, 16 C.F.R. § 437.1(c) and (q). Under the Rule, a “business opportunity” means a “commercial arrangement” in which a “seller solicits a prospective purchaser to enter into a new business;” the “prospective purchaser makes a required payment;” and the “seller, expressly or by implication, orally or in writing, represents that the seller or one or more designated persons will . . . [p]rovide outlets, accounts, or customers, including, but not limited to, Internet outlets, accounts, or customers, for the purchaser’s goods or services.”⁹⁶

Defendants meet this definition because they: (1) offer consumers a new trucking business; (2) for which consumers must pay (\$60,000-\$85,000 or more); and (3) Defendants promise to manage all aspects of the consumer’s trucking business, including finding and purchasing a truck or trailer to be put in the consumer’s name and providing shipping accounts/clients for the consumer’s shipments or loads.

The Business Opportunity Rule prohibits misrepresentations regarding income and profits and requires sellers to provide prospective purchasers with certain disclosures.⁹⁷ A violation of the Rule constitutes a violation of Section 5(a) of the FTC Act (16 C.F.R. §§ 437.2, 437.4, and 437.6), and pursuant to Section 501.203 (3), Florida Statutes, also constitutes a violation of the FDUTPA.

⁹⁶ 16 C.F.R. § 437.1(c). A “designated person” is “any person, other than the seller, whose goods or services the seller suggests, recommends, or requires that the purchaser use in establishing or operating a new business.” 16 C.F.R. § 437.1(d).

⁹⁷ 16 C.F.R. §§ 437.2, 437.3(a)(1)-(5), 437.6(d).

i. Defendants Misrepresent Income and Profits (Count III)

The Business Opportunity Rule prohibits misrepresentations regarding income or profits.⁹⁸ As noted above, in numerous instances, Defendants have made misleading representations regarding the amount of sales, income, or profits prospective purchasers may earn, and as shown by numerous consumer declarations, Defendants' purchasers frequently complained to Defendants about not reaching the advertised amounts. The FTC is therefore likely to demonstrate that Defendants' misrepresentations violate Section 437.6(d) of the Rule.

ii. Defendants Fail to Provide Written Disclosure Documents (Count IV)

The Rule also prohibits Defendants from failing to furnish prospective purchasers with written disclosure documents in the form and using the language set forth in the Rule and its Appendix A, and any required attachments within the time period prescribed by the Rule.⁹⁹ The disclosure documents must disclose to prospective purchasers, among other things: any earnings claims the seller makes, the seller's litigation history, and contact information of prior purchasers. As evidenced by numerous consumer declarations, Defendants have failed to furnish prospective purchasers with required disclosure documents or the material information required therein.¹⁰⁰ Therefore, the FTC is likely to prevail on Count IV.

iii. Defendants Make Earnings Claims Without Substantiation and Provision of Required Disclosures (Count V)

The Business Opportunity Rule likewise prohibits sellers from making earnings claims unless the seller: (1) has a reasonable basis for the claim at the time it is made; (2) has in its possession written materials to substantiate the claim at the time it is made; (3) furnishes an Earnings Claim statement to prospective purchasers in conjunction with the disclosure document, containing, among other things, information regarding the time frame captured by the earnings claim, the characteristics of the purchasers, and the number and percentage of all persons who

⁹⁸ 16 C.F.R. § 437.6(d).

⁹⁹ 16 C.F.R. §§ 437.2 and 437.3(a).

¹⁰⁰ PX 6[Acosta] ¶19; PX 7[Adesina] ¶24; PX 8[Akese] ¶26; PX 9[Arana] ¶30; PX 10[Arellano] ¶23; PX 11[Ascencio] ¶17; PX 13[Bradley] ¶21; PX 14[Fisketjon] ¶15; PX15[Gibson] ¶14; PX 16[Henderson] ¶19; PX 17[Horsford] ¶17; PX 18[Howell] ¶28; PX 19 [Johnson] ¶18; PX 20[Julian] ¶19; PX 21[Lessey] ¶26; PX 22[Masso] ¶15; PX 23[Meloche] ¶13; PX 24[Ogunmakinwa] ¶21; PX 25[Pajaro] ¶18; PX 26[Peacock] ¶30; PX 28 [Saxena] ¶10; PX 29[Strong] ¶23; PX 30[Taylor] ¶19; PX 31[Umuolo] ¶15; PX 32[Williams] ¶12; PX 33[Reddy] ¶25.

purchased the business opportunity within the time frame who achieved at least the stated level of earnings; and (4) makes written substantiation of the earnings claim available to any prospective purchaser who requests it.¹⁰¹ As noted above, Defendants have made earnings claims in connection with the marketing and sale of business opportunities but have failed to provide prospective purchasers with substantiation or an earnings claim statement. Therefore, the FTC is likely to demonstrate that Defendants have violated Section 437.4 (a) of the Rule.

iv. Defendants Make Earnings Claims in General Media Without Provision of Material Information (Count VI)

The Rule additionally prohibits sellers from making earnings claims in the general media in connection with the offering for sale, sale, or promotion of a business opportunity while failing to state in immediate conjunction with the claim the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased the business opportunity prior to the ending date who achieved at least the stated level of earnings.¹⁰² As set forth in detail above, Defendants have made earnings claims in connection with the advertising and sale of business opportunity services on social media, including Instagram, on YouTube, and on their own website, but Defendants have not stated in immediate conjunction with these claims the information required by the Rule concerning the stated earnings. Therefore, the FTC is likely to prevail on Count VI.

v. By Violating the Business Opportunity Rule, Defendants Have Also Violated the FDUTPA (Count IX)

Section 501.203(3), Florida Statutes, establishes that a violation of the FDUTPA may be based upon any of the following: (a) any rules promulgated pursuant to the FTC Act; (b) the standards of unfairness and deception set forth and interpreted by the FTC or the federal courts; or (c) any law, statute, rule, regulation, or ordinance which proscribes unfair methods of competition, or unfair, deceptive, or unconscionable acts or practices. As set forth above in b(i)-(iv), the FTC is likely to demonstrate that Defendants have violated 16 C.F.R. §§ 437.6(d), 437.2, 437.3(a), 437.4(a), and 437.4(b), and therefore the State of Florida is likely to demonstrate that Defendants have violated the FDUTPA. Accordingly, the State of Florida is likely to prevail on Count IX.

¹⁰¹ 16 C.F.R. § 437.4(a) .

¹⁰² 16 C.F.R. § 437.4 (b).

**c. Defendants Have Violated the Consumer Review Fairness Act
(Count X)**

The CRFA prohibits the offering of provisions in form contracts that prohibit or restrict consumers' ability to communicate reviews, performance assessments, or similar analyses about a seller's goods, services, or conduct; or that impose a penalty or fee against consumers who engage in such communications.¹⁰³ As set forth above, many of Defendants' non-negotiable contracts with consumers included a non-disparagement clause. That non-disparagement clause unlawfully restricts consumers from saying anything negative about Defendants or their business practices online or elsewhere, and it includes tens of thousands of dollars in liquidated damages for each instance if customers do decide to publicly voice their dissatisfaction. Also as set forth above, Defendants' proposed termination agreements include a similar provision. These provisions violate the CRFA; thus, Plaintiffs are likely to prevail on Count X.

**d. The Relief Defendants Should Return Their Ill-Gotten Gains
(Count XI)**

Under the FTC Act, equitable relief from a relief defendant is available where the relief defendant (1) has received ill-gotten gains and (2) does not have a legitimate claim to those gains.¹⁰⁴ An appropriate remedy is an equitable monetary judgment equivalent to the amount of ill-gotten gains the relief defendant received.¹⁰⁵

The Relief Defendants have received ill-gotten gains to which they have no legitimate claim. Specifically, bank records show that, from several Corporate Defendants: (1) PropiHub received over \$1.7 million in consumer funds; (2) RivX Investments received funneled funds totaling over \$40,000; and (3) Diamond Cargo received over \$160,000 in consumer funds. Tellingly, Rivodo is the sole manager of PropiHub and RivX Investments, and his company (Corporate Defendant RivX Trucking) and girlfriend (Mayda Alejandra Gonzalez Corredor) are managers of Diamond Cargo. There is no evidence that any of these company transferees provided return consideration for the funds or otherwise have a legitimate claim to them.

¹⁰³ 15 U.S.C. §§ 45b(a)(2), 45b(b)(1), and 45b(c).

¹⁰⁴ See *Transnet Wireless Corp.*, 506 F. Supp. 2d at 1273 (citations omitted); *FTC v. Inc21.com Corp.*, 745 F. Supp. 2d 975, 1009 (N.D. Cal. 2010), *aff'd*, 475 F. App'x 106 (9th Cir. 2012); *FTC v. Holiday Enters.*, No. 1:06-CV-2939-CAP, 2008 U.S. Dist. LEXIS 35858, *31 (N.D. Ga. Feb 5, 2008).

¹⁰⁵ *Transnet Wireless Corp.*, 506 F. Supp. 2d at 1273 (relief defendants liable for amount received from fraudulent operation); *Holiday Enters.*, 2008 U.S. Dist. LEXIS 35858, at *31.

Plaintiffs are therefore likely to succeed in proving that Relief Defendants are liable for their ill-gotten gains.

e. The Corporate Defendants Are Jointly and Several Liable as a Common Enterprise

Corporate entities may be “held liable for the conduct of other entities where the structure, organization, and pattern of a business venture reveal a common enterprise or a maze of integrated business entities.”¹⁰⁶ “[I]n situations where corporations are so entwined that a judgment absolving one of them of liability would provide the other defendants with a ‘clear mechanism for avoiding the terms of the order,’ courts have been willing to find the existence of a common enterprise.”¹⁰⁷ To determine whether a common enterprise exists, courts look to a variety of factors, including: common officers and employees, operating under common control, the sharing of office space, operating the business through a “maze of interrelated companies,” the commingling of funds, unified advertising, and evidence which reveals that no real distinction exists between the corporate entities.¹⁰⁸

All the major indicia of a common enterprise are present here. The Corporate Defendants have conducted the business practices described above through a maze of interrelated companies that have common ownership, officers, employees, office locations, and business functions. They also have unified advertising, and they commingle funds.

The Corporate Defendants are owned and controlled by Rivodo, who runs their day-to-day operations. They also share officers (Rivodo and Wooten) and employees. For instance, RivX Automation, Maceda, and C2 Carrier have each paid employees who are also employees of

¹⁰⁶ *FTC v. Lanier Law, LLC*, 715 F. App’x 970, 979 (11th Cir. 2017); *see also FTC v. On Point Capital Partners LLC*, 17 F.4th 1066, 1081-82 (11th Cir. 2021) (officially adopting the test in *Lanier Law*); *Simple Health Plans*, 379 F. Supp. 3d at 1363; *Nat’l Urological Group, Inc.*, 645 F. Supp. 2d at 1182.

¹⁰⁷ *Nat’l Urological Group*, 645 F. Supp. 2d at 1182 (citing *Delaware Watch Co. v. FTC*, 332 F.2d 745, 746 (2d Cir. 1964)).

¹⁰⁸ *See, e.g., Simple Health Plans*, 379 F. Supp. 3d at 1363; *FTC v. Wolf*, No. 94-8119, 1996 U.S. Dist. LEXIS 1760, *22-23 (S.D. Fla. Jan. 31, 1996); *Nat’l Urological Group, LLC*, 645 F. Supp. 2d at 1182; *see also FTC v. Wash. Data Res.*, 856 F. Supp. 2d 1247, 1271 (M.D. Fla. 2012) (“If the structure, organization, and pattern of a business venture reveal a ‘common enterprise’ or a ‘maze’ of integrated business entities, the FTC Act disregards corporateness.”); *FTC v. U.S. Oil & Gas Corp.*, 1987 U.S. Dist. LEXIS 16137, *58-63 (S.D. Fla. July 10, 1987) (finding common enterprise where corporate defendants were under common control, shared office space and employees, and used similar sales techniques).

other Corporate Defendants.¹⁰⁹ The Corporate Defendants have also shared addresses, including the Suite 107 address, the Suite 550 address, and Rivodo's previous residence. They even share names. Five of the six Corporate Defendants use Rivodo's namesake "RivX" in their official or assumed names filed with the Florida Department of State.¹¹⁰ Rivodo has also described the RivX entities as all falling under RivX Automation, stating in sales presentations, for example, that "RivX Trucking is one of our companies under RivX Automation, which is our entire automation company."¹¹¹ And in many marketing videos, Rivodo simply refers to "RivX" (*e.g.*, "here at RivX, we . . .") without specifying to which RivX entity he refers.¹¹²

The Corporate Defendants have also commingled funds. All Corporate Defendants have held commonly controlled bank accounts (with Rivodo as a signatory on all of them), where millions of dollars have flowed freely through their accounts. Transfers between some Corporate Defendants, such as Maceda RivX and C2 Carrier, are also referred to as "transfer[s] to sister company."¹¹³ And while funds may be found in one Corporate Defendant's account at one point, those funds are often withdrawn or funneled through transfers to other Defendants, including other Corporate and Relief Defendants, which have all benefitted from the enterprise.¹¹⁴ Because the Corporate Defendants have operated as a common enterprise, each of them is liable for the acts and practices alleged in Plaintiffs' Complaint.

f. The Individual Defendants Are Also Jointly and Severally Liable for the Unlawful Acts

Individuals are liable for injunctive and monetary relief under the FTC Act if they (1) participated directly in the acts or practices or had authority to control the company's unlawful conduct and (2) had some knowledge of the unlawful conduct.¹¹⁵ "Authority to control

¹⁰⁹ PX 4[Rosenecker] ¶27.

¹¹⁰ The remaining Defendant is C2 Carrier, which was a pre-existing company. *See* PX 2[Agarwal] ¶23; PX 1[Liggins] ¶12 and Att. A-6.

¹¹¹ PX 1[Liggins] ¶22.

¹¹² *See supra*, Section I.A.

¹¹³ PX 2[Agarwal] ¶17.

¹¹⁴ *See generally id.* at ¶¶ 15-20, 25-27.

¹¹⁵ *Gem Merch.*, 87 F.3d at 470; *FTC v. USA Fin., LLC*, 415 F. App'x 970, 974-75 (11th Cir. 2011); *FTC v. World Media Brokers*, 415 F.3d 758, 763 (7th Cir. 2005); *FTC v. Bay Area Bus. Council*, 423 F.3d 627, 636 (7th Cir. 2005); *FTC v. 1st Guaranty Mortgage Corp.*, No. 09-cv-61840, 2011 U.S. Dist. LEXIS 38152, *14 (S.D. Fla. Mar. 30, 2011); *Simple Health Plans*, 379 F. Supp. 3d at 1363.

the company can be evidenced by active involvement in business affairs and the making of corporate policy, including assuming the duties of a corporate officer.”¹¹⁶ Bank signatory authority also evidences authority to control.¹¹⁷ With regard to knowledge, the FTC is *not* required to prove subjective intent to defraud—reckless indifference or awareness of a high probability of deceptiveness or intentional avoidance of the truth will suffice.¹¹⁸ Participation in corporate affairs is probative of knowledge.¹¹⁹

Here, each Individual Defendant is liable for the Corporate Defendants’ wrongful acts and practices—each has authority to control or participates in the wrongful conduct, and each has the requisite knowledge.

i. Authority to Control and Participation

Antonio Rivodo owns and controls the Corporate Defendants, and he has directly participated in the deceptive acts and practices alleged in the Complaint. Florida Department of State and bank records have identified Rivodo as an officer, manager, or managing member of all Corporate Defendants, he is an authorized signatory on all Corporate Defendants’ bank accounts, and he signs contracts on behalf of Defendants.¹²⁰ In sales and marketing videos, Rivodo describes himself as the CEO of RivX and the builder of the business. Similarly, the RivX website states that Rivodo is the Founder/CEO of RivX with 8+ years of business experience, and he has claimed through a “trucking mentorship” website that he “built an 8-figure trucking business from scratch” and that he is an “8-year serial entrepreneur.”¹²¹

Rivodo is also the face of RivX—he is constantly featured in RivX videos on social media and YouTube, where he describes RivX’s trucking automation business model, promising

¹¹⁶ *FTC v. Wilcox*, 926 F. Supp. 1091, 1104 (S.D. Fla. 1995) (quoting *FTC v. Amy Travel Serv.*, 875 F.2d 564, 572 (7th Cir.), *cert. denied*, 493 U.S. 954, (1989)); *see also Transnet Wireless Corp.*, 506 F. Supp. 2d at 1270 (an individual’s status as a corporate officer gives rise to the presumption of ability to control a small, closely-held corporation)(citations omitted); *IAB Mktg.*, 746 F.3d at 1233.

¹¹⁷ *See, e.g., FTC v. USA Fin., LLC*, 415 F. App’x 970, 974-75 (11th Cir. 2011).

¹¹⁸ *USA Fin., LLC*, 415 F. App’x at 974 (11th Cir. 2011) (citing *Orkin Exterminating Co. v. FTC*, 849 F.2d 1354, 1368 (11th Cir. 1988)); *FTC v. Jordan Ashley*, No. 93-2257, 1994 U.S. Dist. LEXIS 7494, *3 (S.D. Fla. April 5, 1994); *World Media Brokers*, 415 F.3d at 764.

¹¹⁹ *See IAB Mktg.*, 746 F.3d at 1233; *Transnet Wireless*, 506 F. Supp. 2d at 1270; *FTC v. Affordable Media*, 179 F.3d 1228, 1234-35 (9th Cir. 1999); *Amy Travel Serv.*, 875 F.2d at 573.

¹²⁰ *See supra*, Section III.B.

¹²¹ PX 1[Liggins] ¶24.

consumers that RivX will do all the work to manage consumers' new trucking business so consumers can sit back and earn passive income.¹²² Rivodo also says that consumers will start earning this income within 60-90 days because they have contracts with big shipping clients like Costco and Publix. Moreover, Rivodo personally makes earnings claims in marketing videos and directly to consumers, frequently representing that consumers will make net earnings of \$5,000-\$7,000 a month through RivX and showing example profit and loss statements (Truck Owner Settlement Reports) that reflect the truck owner (consumer) receiving a check for \$5,734-\$8,294 in a given month.¹²³ Rivodo also tells prospective purchasers that, with RivX, the "money's going to come in like mailbox money, coming in every single month," and the "cash flow is a no-brainer."¹²⁴

Noah Wooten has been Vice President of RivX and Defendants' primary salesman. The RivX website states that, as Vice President, Wooten's role includes "[m]anagement of sales team, investor relations, and planning & strategy development."¹²⁵ Wooten has also signed contracts with consumers (including form contracts with non-disparagement clauses) on behalf of RivX Automation and RivX Trucking as "VP" and on behalf of Rivodo, the CEO.¹²⁶ Wooten has also explicitly represented his authority to control directly to consumers. For example, in a telephone call with one consumer, Wooten explained that "his position is the VP," so he "oversee[s] the entire company," and that his business partner is the CEO, but they "basically do the same thing" and are "overseeing the entire company together."¹²⁷ During this call, Wooten also explained that the "only difference" is that the CEO has access to a little more of the money than Wooten "inside the business," and that their percentage of ownership is different—Wooten owns 30% while his "partner" owns 70%.¹²⁸

Wooten has also directly participated in the deceptive acts and practices alleged in the complaint. Like Rivodo, Wooten has outlined the business opportunity for consumers during live sales calls, promising that RivX will obtain a truck, get it on the road, and manage the entire

¹²² See *supra*, Section II.A.

¹²³ *Id.*

¹²⁴ *Id.*

¹²⁵ PX 1[Liggins] ¶23.

¹²⁶ See *supra*, Section III.B.

¹²⁷ PX 24[Ogunmakinwa] ¶9.

¹²⁸ *Id.*

trucking operation for the consumer so that the consumer can make good money passively.¹²⁹ He has likewise represented that RivX has contracts to move products for several major companies, including Costco, Gap, and Publix, so consumers will start making money through RivX's business opportunity within a short timeframe. Moreover, as the primary salesman to multiple consumers, Wooten has personally made earnings claims, often representing that consumers will make \$5,000-\$7,000 a month in net profits, passively, through RivX, and emailing consumers the deceptive RivX investment proposal and Truck Owner Settlement Reports reflecting consumers making between \$4,000-\$8,000 a month.¹³⁰ When discussing those reports, Wooten has personally told consumers they can expect to make similar money through RivX. Wooten has also emailed consumers to advertise RivX's "trailer automation" opportunity, personally making income claims of "\$1,250 Guaranteed."¹³¹

ii. Knowledge

The Individual Defendants are aware of the Corporate Defendants' wrongful business practices. Their knowledge can be inferred from their positions within RivX, but more than that, each has specific knowledge of the complaints and issues that consumers have had with RivX over the past few years. Rivodo's knowledge is based on complaints and refund requests he received from consumers, including lawsuits that consumers have filed against RivX and Rivodo individually.¹³² Wooten's knowledge is likewise based on consumer complaints and refund requests he personally received, as well as lawsuits that consumers have filed against RivX and Wooten individually.¹³³

2. Injunctive Relief Is in the Public Interest

"[W]hen a district court balances the hardships of the public interest against a private interest, the public interest should receive greater weight."¹³⁴ The public interest in this case is

¹²⁹ See *supra*, Sections II.A.2, II.A.4.

¹³⁰ *Id.*

¹³¹ See *supra*, Section II.A.6.

¹³² Rivodo's knowledge can also be inferred from public statements about why he started RivX. On a podcast, for example, Rivodo has explained that he previously referred business to another trucking automation company until he found out that the company was "screwing over" the clients, so he decided to "build this business from scratch," which has been a lucrative experience for him. PX 3[Schlager] ¶10(a).

¹³³ See *supra*, Section III.B.

¹³⁴ *World Wide Factors*, 882 F.2d at 347; *World Travel Vacation Brokers*, 861 F.2d at 1029; *USA Beverages*, 2005 U.S. Dist. LEXIS 39075, at *15.

obvious and compelling: immediately halting Defendants' unlawful and injurious conduct and preserving assets so that effective final relief may exist for their victims. Defendants, by contrast, have no legitimate interest in continuing to defraud consumers.¹³⁵ Because the injunctive relief precludes only harmful behavior, the public equities supporting the proposed order far outweigh any burden imposed by such relief on Defendants.¹³⁶

In sum, Plaintiffs' requested relief is wholly warranted. As the evidence demonstrates, Plaintiffs are likely to succeed on the merits, and the equities tip decidedly in the public's favor.

C. *Ex Parte* Relief Is Necessary and Appropriate to Prevent Further Harm and Preserve Effective Final Relief

Consistent with orders issued in other FTC actions, including joint actions with the State of Florida,¹³⁷ the requested *ex parte* TRO would require Defendants to immediately cease their practices. It would also freeze Defendants' and Relief Defendants' assets; appoint a temporary receiver over the Corporate Defendants to marshal assets and preserve evidence; and permit Plaintiffs and the receiver immediate access to business premises and business records.

1. The Relief Should Be Entered *Ex Parte*

Ex parte TROs are warranted where the facts show that "immediate and irreparable injury, loss or damage will result" if notice is given.¹³⁸ The FTC's past experiences have shown that there is a substantial risk that defendants engaged in similar deceptive schemes will destroy evidence, hide assets, withdraw funds, and otherwise jeopardize the possibility of effective final relief if given notice of the relief sought against them.¹³⁹ Indeed, such behavior seems likely in this case given the fraudulent nature of Defendants' business practices. As detailed above, Defendants have brazenly engaged in blatantly deceptive and unlawful conduct to con consumers out of tens of thousands of dollars each. Their actions highlight their untrustworthiness. Under

¹³⁵ See *World Wide Factors*, 882 F.2d at 347 (quoting the lower court, there is "no oppressive hardship to defendants in requiring them to comply with the FTC Act, refrain from fraudulent representation or preserve their assets from dissipation or concealment.").

¹³⁶ *Id.*

¹³⁷ See *supra*, n. 79.

¹³⁸ Fed. R. Civ. P. 65(b)(1).

¹³⁹ Plaintiffs' Rule 65(b) Declaration of Counsel, filed contemporaneously herewith, describes the need for *ex parte* relief and cites cases in which defendants who learned of impending FTC actions withdrew funds, destroyed vital documents, and fled the jurisdiction. Declarations of counsel provide an appropriate basis for granting *ex parte* relief. *AT&T Broadband v. Tech Comm'ns, Inc.*, 381 F.3d 1309, 1319-20 (11th Cir. 2004).

these circumstances, without *ex parte* relief, Defendants are likely to destroy records and dissipate funds needed to provide adequate final relief to injured consumers.¹⁴⁰

2. An Asset Freeze Is Necessary

This Court is justified in freezing Defendants' assets in order to make permanent relief possible.¹⁴¹ Following precedent, courts in the Southern District of Florida have frozen defendants' assets in numerous FTC enforcement actions such as this.¹⁴²

Here, the requested asset freeze is particularly necessary and appropriate because of the fraudulent nature of Defendants' schemes, the magnitude of the estimated financial injury to each individual consumer, and Defendants' propensity to hide assets by withdrawing consumer funds and transferring ill-gotten gains to the Relief Defendants (all of which are associated with Rivodo). The Court should therefore impose the asset freeze against Defendants and Relief Defendants to help ensure the availability of assets, preserve the *status quo*, and guard against the disappearance, dissipation, or diversion of assets.¹⁴³

3. Appointment of a Temporary Receiver Over the Corporate Defendants Is Appropriate

Similarly, the appointment of a temporary receiver is necessary and appropriate. Where corporate defendants and their managers and officers have engaged in deception, "it is likely that in the absence of the appointment of a receiver to maintain the *status quo*, the corporate assets will be subject to diversion and waste to the detriment of [victims]."¹⁴⁴ A temporary receiver will help prevent Defendants from disposing of ill-gotten funds by identifying and safeguarding the assets wherever located and in whatever form constituted, in addition to marshalling and preserving evidence and other critical records. The temporary receiver is also able to assist in

¹⁴⁰ See Rule 65 Declaration of Counsel.

¹⁴¹ See, e.g., *Gem Merch. Corp.*, 87 F.3d at 469.

¹⁴² See *supra*, ns. 79, 139.

¹⁴³ See also *Simple Health Plans*, 379 F. Supp. 3d at 1364 ("[T]he FTC does not need to present evidence that the assets will be dissipated; rather it need only show a concern that the defendants' assets will disappear.") (citing *IAB Mktg. Assocs.*, 972 F. Supp. 2d at 1313 n.3.

¹⁴⁴ *Simple Health Plans*, 379 F. Supp. 3d at 1365 (quoting *SEC v. First Fin. Grp. Of Tex.*, 645 F.2d 429, 438 (5th Cir. 1981)); see also *U.S. Oil & Gas Corp.*, 748 F.2d at 1432 (affirming preliminary injunction that imposed an asset freeze and appointment of a receiver); *USA Beverages*, No. 05-61682, 2005 U.S. Dist. LEXIS 39075, at * 22-23 (appointing a receiver is "essential" to ensure compliance and "to prevent the destruction of evidence and the concealment or dissipation of assets").

assessing the extent of Defendants' widespread fraud, following and returning the proceeds of the illegal activities, and making an independent report of Defendants' activities to the Court.

4. Immediate Access Is Also Warranted

Immediate access to the Corporate Defendants' business or storage facilities and to the Corporate Defendants' and Relief Defendants' records is also warranted in order to locate and secure business documents and assets.¹⁴⁵ As set forth above, absent this relief, there is a strong likelihood that evidence will be destroyed and assets will be dissipated.

V. CONCLUSION

For the foregoing reasons, Plaintiffs request the Court grant their *Ex Parte* Motion for Temporary Restraining Order with Asset Freeze, Appointment of a Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue.

Respectfully submitted this 19th day of August, 2024.



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¹⁴⁵ See *supra*, ns. 79, 139; Rule 65 Declaration of Counsel.

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