

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA

SEALED

FEDERAL TRADE COMMISSION, and

STATE OF FLORIDA,

Plaintiffs,

v.

RIVX AUTOMATION CORP., a corporation, also
dba RIVX FUNDING,

RIVX TRUCKING LLC, a limited liability
company,

RIVX LOGISTICS LLC, a limited liability
company,

RIVX GLOBAL LOGISTICS LLC, a limited
liability company,

MACEDA TRANSPORTATION SERVICES,
INC., a corporation, also dba RIVX
TRANSPORTATION,

C2 CARRIER LLC, a limited liability company,

ANTONIO RIVODO, individually and as an
officer of all named Corporate Defendants,

and

NOAH WOOTEN, individually and as an officer of
RIVX AUTOMATION CORP., also dba RIVX
FUNDING, and RIVX TRUCKING LLC,

Defendants, and

PROPIHUB LLC, a limited liability company.

RIVX INVESTMENTS LLC, also dba RIVX
CASH OFFER and RIVX CAPITAL,

and

Case No. _____

**COMPLAINT FOR PERMANENT
INJUNCTION, MONETARY
JUDGMENT, AND OTHER RELIEF**



DIAMOND CARGO LLC,

Relief Defendants.

Plaintiffs, the Federal Trade Commission (“FTC” or “Commission”) and the Office of the Attorney General, State of Florida, Department of Legal Affairs (“State of Florida”) for their Complaint allege:

1. The FTC brings this action for Defendants’ violations of Sections 5(a) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a), the FTC’s Trade Regulation Rule entitled “Disclosure Requirements and Prohibitions Concerning Business Opportunities” (“Business Opportunity Rule” or “Rule”), 16 C.F.R. Part 437, as amended, and the Consumer Review Fairness Act of 2016 (“Consumer Review Fairness Act” or “CRFA”), 15 U.S.C. § 45b. For these violations, the FTC seeks relief, including a temporary, preliminary, and permanent injunction, monetary relief, and other relief, including an asset freeze and the appointment of a receiver, pursuant to Sections 13(b), and 19 of the FTC Act, 15 U.S.C. §§ 53(b), 57b, the Business Opportunity Rule, and the CRFA.

2. The State of Florida, by and through its Attorney General, Ashley Moody, brings this action for Defendants’ violations of the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes (“FDUTPA”) and the Consumer Review Fairness Act, 15 U.S.C. § 45b, to obtain temporary, preliminary, and permanent injunctive relief, equitable monetary relief, rescission or reformation of contracts, consumer restitution, the refund of monies paid, disgorgement of ill-gotten monies, attorney’s fees, civil penalties, and other relief, including an asset freeze and the appointment of a receiver pursuant to Sections 501.207(1)(b), 501.207(3), 501.2075, and 501.2077, Florida Statutes, and the CRFA. The State of Florida has conducted an investigation into the matters alleged herein, and the head of the enforcing authority has determined that this enforcement action serves the public interest.

SUMMARY OF THE CASE

3. Defendants, including interrelated companies that use the name “RivX” and two individuals who run the scheme,¹ have orchestrated and spearheaded a scheme to defraud consumers across the nation by deceptively selling trucking-related business opportunities.

4. Defendants falsely promise consumers that they will earn thousands of dollars – usually \$5,000-\$7,000 a month – in passive income in the trucking industry through RivX. Defendants typically tell consumers that, upon each consumer’s “investment” of \$75,000-\$85,000 or more, Defendants will obtain a truck for the consumer (so the consumer will have a tangible asset), handle all the logistics to get the truck on the road, and manage the entire trucking operation for the consumer (including booking and delivering loads), so the consumer will receive thousands of dollars each month passively, with no further efforts. Defendants also promise that consumers will begin earning this passive income quickly, and that consumers have nothing to lose because, at a minimum, consumers will achieve a full return on their investment in 12-24 months.

5. But consumers who fall victim to Defendants’ scheme never make substantial earnings, much less the advertised amounts, and they generally do not receive a truck or any other asset. Instead, consumers lose tens of thousands of dollars each.

6. Defendants make millions on this scheme. The Corporate Defendants exchange funds freely and move money through their accounts, ultimately delivering millions of dollars in profits from the enterprise to the Individual and Relief Defendants.

7. Defendants’ false, misleading, and unsubstantiated representations violate the FTC Act, the FDUTPA, and the Business Opportunity Rule. In addition, in many instances,

¹ “Defendants” include the “Corporate Defendants” identified in paragraphs 14 through 19 and the “Individual Defendants” identified in paragraphs 20 through 21.

Defendants have consumers sign form agreements with non-disparagement clauses that violate the Consumer Review Fairness Act.

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a), and 1345.

9. This Court has supplemental jurisdiction over the State of Florida's claims pursuant to 28 U.S.C. § 1367.

10. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2), (b)(3), (c)(1), (c)(2), (c)(3), and (d), and 15 U.S.C. § 53(b).

PLAINTIFFS

11. The FTC is an independent agency of the United States Government created by the FTC Act, which authorizes the FTC to commence this district court civil action by its own attorneys. 15 U.S.C. §§ 41–58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces the Business Opportunity Rule, 16 C.F.R. Part 437, as amended, which requires specific disclosures and prohibits certain misrepresentations in connection with the sale of a business opportunity, and the Consumer Review Fairness Act, 15 U.S.C. § 45b, which limits provisions in form contracts that restrict a consumers' ability to communicate reviews about a business' products or services.

12. The State of Florida is the enforcing authority under the FDUTPA pursuant to Section 501.203(2), Florida Statutes. The State of Florida enforces Section 501.204(1) of the FDUTPA which prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce. Conduct that violates Section 5(a) of the FTC Act also violates Section 501.204(1) of the FDUTPA. §§ 501.203(3), 501.204(2), Fla. Stat. The provisions of the FDUTPA shall be “construed liberally” to promote and “protect the consuming public and legitimate business

enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce.” § 501.202, Fla. Stat. 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.” § 501.203(3), Fla. Stat. Therefore, Defendants’ failure to comply with the Business Opportunity Rule, as set forth below, constitutes violations of the FDUTPA. Moreover, pursuant to the authority found in the Consumer Review Fairness Act at 15 U.S.C. § 45b(e)(1), the State of Florida is also authorized to initiate federal district court proceedings to obtain appropriate relief.

DEFENDANTS

13. Using the name “RivX” and acting as a common enterprise, the Corporate Defendants have deceptively marketed and sold business opportunities and have funneled millions of dollars in consumer funds to the Individual and Relief Defendants.

Corporate Defendants

14. Defendant **RivX Automation Corp., also doing business as RivX Funding**, (“RivX Automation”) is or has been a Florida corporation with its principal place of business listed in Florida Department of State documents as 8350 NW 52nd Terrace, Suite 107, Doral, Florida 33166. RivX Automation transacts or has transacted business in this District and throughout the United States. Defendants prominently use the name “RivX Automation” in the scam and have stated in sales presentations that RivX Automation “is our entire automation company.” At times relevant to this Complaint, acting alone or in concert with others, RivX Automation has advertised, marketed, distributed, or sold “automation” business opportunities in the trucking industry to consumers throughout the United States.

15. Defendant **RivX Trucking LLC** (“RivX Trucking”) is or has been a Florida limited liability company with its principal place of business listed in Florida Department of State documents as 8350 NW 52nd Terrace, Suite 107, Doral, Florida 33166. RivX Trucking transacts or has transacted business in this District and throughout the United States. “RivX Trucking” is another predominant name used by Defendants in their automation scam, and Defendants have stated in sales presentations that “we are RivX Trucking” and “RivX Trucking is one of our companies under RivX Automation.” At times relevant to this Complaint, acting alone or in concert with others, RivX Trucking has advertised, marketed, distributed, or sold “automation” business opportunities in the trucking industry to consumers throughout the United States.

16. Defendant **RivX Logistics LLC** (“RivX Logistics”) is or has been a Florida limited liability company with its principal place of business listed in Florida Department of State documents as 8350 NW 52nd Terrace, Suite 107, Doral, Florida 33166. RivX Logistics is another name used by Defendants in their automation scam, and Defendants often tell consumers they have a logistics company or logistics center when selling their trucking automation business opportunities. RivX Logistics transacts or has transacted business in this District and throughout the United States.

17. Defendant **RivX Global Logistics LLC** (“RivX Global Logistics”) is or has been a Florida limited liability company with its principal place of business listed in Florida Department of State documents as 8350 NW 52nd Terrace, Suite 107, Doral, Florida 33166. Defendants often tell consumers they have a logistics company or logistics center when selling their trucking automation business opportunities. Defendant RivX Global Logistics transacts or has transacted business in this District and throughout the United States.

18. Defendant **Maceda Transportation Services, Inc., also doing business as RivX Transportation**, (“Maceda RivX”) is or has been a Florida corporation with its principal place

of business listed in Florida Department of State documents as 8750 NW 36th Street, Suite 550, Doral, Florida 33166. Maceda RivX is one of the purported operations companies Defendants use to further their scam. Maceda RivX transacts or has transacted business in this District and throughout the United States.

19. Defendant **C2 Carrier LLC** (“C2 Carrier”) is or has been a Florida limited liability company with its principal place of business listed in Florida Department of State documents as 2630 NW 72nd Avenue, Miami, FL 33122. Defendant C2 Carrier is another purported operations company that Defendants use to further their scam. C2 Carrier transacts or has transacted business in this District and throughout the United States.

Individual Defendants

20. Defendant **Antonio Rivodo** (“Rivodo”) is or has been an owner, officer, director, principal, manager, or managing member of all Corporate Defendants and is or has been the manager, managing member, or authorized representative of the Relief Defendants. The RivX website states that Rivodo is the Founder/CEO of RivX with 8+ years of business experience. Rivodo runs Corporate Defendants’ day-to-day operations and has been a signatory on all Corporate Defendants’ bank accounts. In addition, Rivodo narrates and posts sales and marketing videos on social media and YouTube for Defendants’ business opportunities, including videos with deceptive income claims. Rivodo has falsely promised consumers that Defendants will make them significant earnings, and he has presented consumers with documents containing deceptive earnings claims. Rivodo also executes Defendants’ business documents, including agreements with consumers and third parties, and he has routinely asked consumers to sign agreements that include non-disparagement clauses. At times relevant to this Complaint, acting alone or in concert with others, Rivodo has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of all Corporate Defendants, including the acts and practices described in this Complaint. In addition, Rivodo has knowledge

of Defendants' deceptive acts and practices based on complaints, refund requests, and lawsuits by consumers against Defendants. Defendant Rivodo resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

21. Defendant **Noah Wooten** ("Wooten") is or has been an officer, director, or principal of Defendants RivX Automation and RivX Trucking, the names predominantly used in the common enterprise. The RivX website states that Wooten is the Vice President of RivX whose role includes "[m]anagement of sales team, investor relations, and planning & strategy development." Wooten has also spoken to multiple consumers one-on-one to close RivX sales deals, and he has falsely promised consumers that RivX will make them significant earnings. He has sent consumers documents with deceptive earnings claims and has executed business documents on behalf RivX and Rivodo, including agreements with consumers that often include non-disparagement clauses. At times relevant to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendants RivX Automation and RivX Trucking, including the acts and practices described in this Complaint. Wooten also has knowledge of Defendants' deceptive acts and practices based on complaints, refund requests, and lawsuits by consumers against Defendants. Defendant Wooten resides in this District and, in connection with the matters alleged herein, transacts or has transacted business in this District and throughout the United States.

Relief Defendants

22. Relief Defendant **PropiHub LLC** ("PropiHub") is or has been a Florida limited liability company that has received funds that can be traced directly to Defendants' unlawful acts or practices alleged below, and that has no legitimate claim to those funds. PropiHub transacts or has transacted business in this District and throughout the United States.

23. Relief Defendant **RivX Investments LLC, also doing business as RivX Cash Offer and RivX Capital**, (“RivX Investments”) is or has been a Florida limited liability company that has received funds that can be traced directly to Defendants’ unlawful acts or practices alleged below, and that has no legitimate claim to those funds. RivX Investments transacts or has transacted business in this District and throughout the United States.

24. Relief Defendant **Diamond Cargo LLC** (“Diamond Cargo”) is or has been a Florida limited liability company that has received funds that can be traced directly to Defendants’ unlawful acts or practices alleged below, and that has no legitimate claim to those funds. Diamond Cargo transacts or has transacted business in this District and throughout the United States.

COMMON ENTERPRISE

25. The Corporate Defendants have operated as a common enterprise while engaging in the deceptive and unlawful acts and practices alleged below. The Corporate Defendants have conducted the business practices described below through an interrelated network of companies that have common ownership, officers, managers, business functions, employees, and office locations, and they have commingled funds. Because these Corporate Defendants have operated as a common enterprise, each of them is liable for the acts and practices alleged below.

COMMERCE

26. At all times relevant to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act, 15 U.S.C. § 44, and as “trade or commerce” is defined in Section 501.203(8), Florida Statutes.

DEFENDANTS’ BUSINESS ACTIVITIES

Defendants Deceptively Market Business Opportunities with False Earnings Claims

27. Since at least 2021, Defendants have scammed consumers by pitching deceptive trucking-related business opportunities through sales presentations on the Internet and social

media, including FaceBook, Instagram, and YouTube. Using the name RivX, Defendants solicit consumers to start a new business in trucking, luring consumers with false promises of thousands of dollars in passive monthly income using what Defendants describe as their “done-for-you business model in the trucking and logistics industry.”

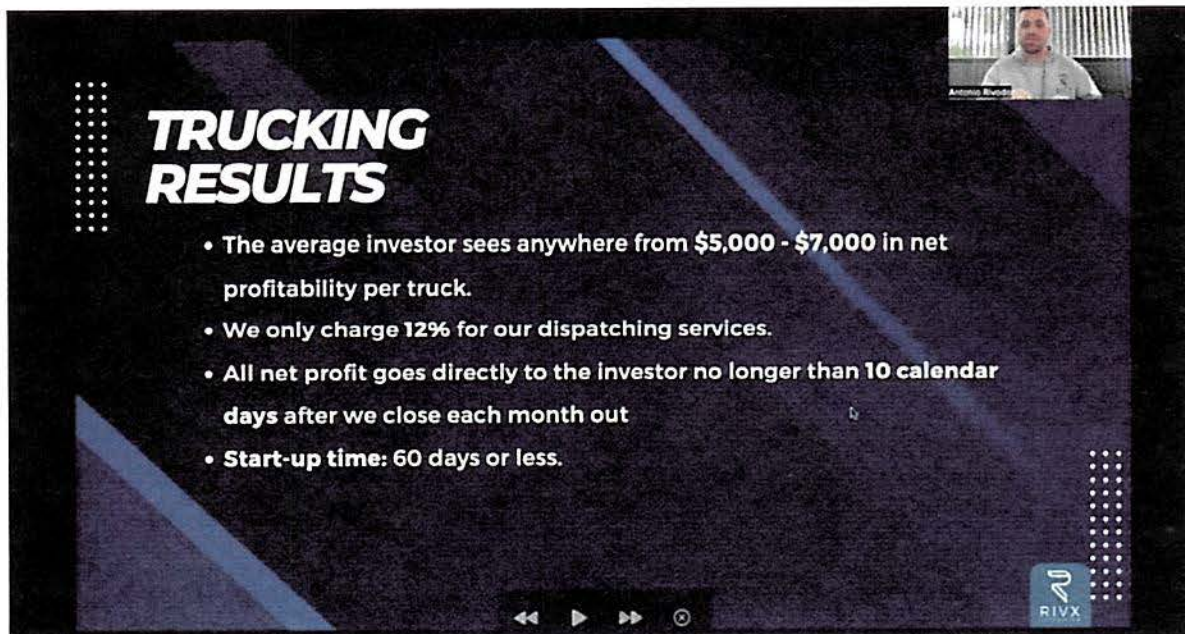
28. Defendants offer to set up and automate “the entire business,” telling consumers that, for \$75,000-\$85,000 or more, Defendants will secure a semitruck in the consumer’s name and handle all the logistics, including obtaining necessary licenses, registrations, insurance, and inspections for the consumer’s truck; securing a certified driver so the truck can be put on the road; and scheduling and managing all loads and routes. Defendants further represent that they have existing contractual relationships with several big companies for which they deliver freight, so consumers can expect their trucking operation to be up and running without delay.

29. For example, in recorded sales presentations to consumers, Rivodo represents that Defendants “build a passive income stream” for consumers by securing the consumer’s truck, getting it road ready, and putting that truck to work through Defendants’ already established freight delivery relationships with Ross, Gap, Publix, Costco, and others:

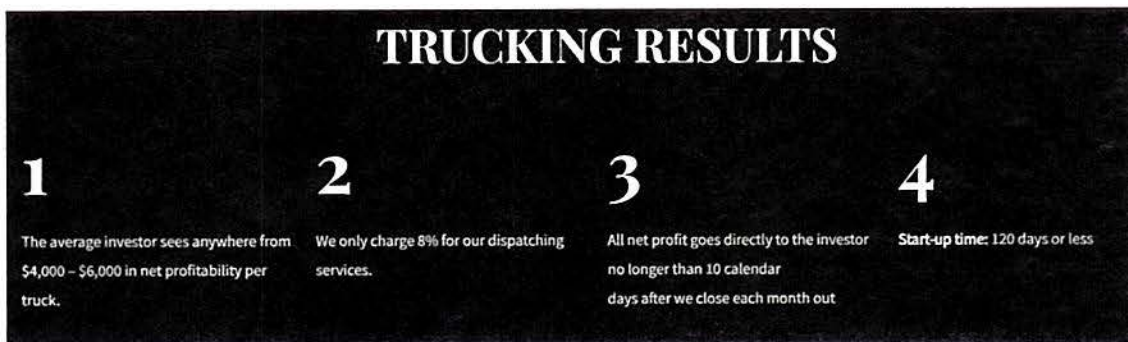
The image is a screenshot of a video presentation. At the top right, there is a small video feed of a man speaking, with the name 'Antonio Rivodo' below it. The main title of the presentation is 'TRUCKING AUTOMATION' in large, bold, white letters. Below the title, a subtitle reads: 'We build a passive income stream for our investors through our Trucking Automation model.' The presentation is divided into two main sections. The left section is titled 'WHAT DOES THIS ENTAIL?' and contains a numbered list of six steps: 1. We secure the truck and the insurance with you. 2. We register the truck with the DOT. 3. We pull all the licenses for the truck to be 100% certified. 4. We secure a 100% certified driver. 5. We onboard your truck & driver to our logistics team. 6. We put the truck to work and manage it all for you. The right section is titled 'CLIENTS WE DELIVER FREIGHT FOR:' and features logos for several major retailers: ROSS DRESS FOR LESS, GAP, Publix, COSTCO WHOLESALE, SOUTHERN WINDS, 1-800 flowers.ca, and Albertsons. At the bottom of the video frame, there are navigation controls including a play button, a volume icon, and a RIVX logo in the bottom right corner.

(captured on November 16, 2023).

30. Defendants frequently promise that, through their trucking automation business opportunity, consumers average between \$5,000-\$7,000 in net income each month. Defendants also typically promise that consumers' new trucking operation will be up and running within 60, 90, or 120 days. For example, in sales presentations, Rivodo quotes and shows the following slide that details results consumers should expect with RivX:



31. Similar claims appear on the RivX website at www.rivx.co:



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.

(last visited July 18, 2024).

32. Defendants consistently advertise the profitability and hands-free nature of their business opportunity while touting RivX's steady operations and expertise. For example, during recorded sales presentations, Defendant Rivodo states:

- “We want to make sure the results that we create for you is [sic] passive . . . that money’s going to come in like mailbox money, coming in every single month.”
- “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.”
- “What is trucking automation? . . . It’s basically the most entry-level, yet most lucrative opportunity in the United States.”
- “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.”
- “The average investor sees anywhere from \$5,000-\$7,000 net in profitability per 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.”

- “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.”
- “The cash flow is a no-brainer.”
- “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.”
- “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.”

33. Defendants also provide consumers with examples of purported profit and loss statements of other investors passively making thousands of dollars each month through RivX, showing “Truck Owner Check” values of \$5,734.43, \$6,096.25, and \$8,294.68:

SOME OF OUR PNL'S

MAGEDA Truck Owner Settlement Report

Truck Owner: Sanchez Freight, LLC | Truck: 9 | File: Jun 22
 Driver Name: FELIX PEREZ | Miles: 15050 | Trailer: 1407
 CoDriver Name: None | Performance: | Gallons: | Income: \$ 28,054.00
 Invoice (s) #: June 2022 Resume | Service Fee Management: \$ 1,166.68
 Month: Jun 22

Driver Pay		Driver	CoDriver
Basic Driver Pay	\$	9,030.00	
Sub-Total	\$	9,030.00	
Driver Pay	\$	9,030.00	

Fuel		Driver	CoDriver
Fuel	\$	4,580.97	
Fuel Fee			
Sub-Total	\$	4,580.97	

D Deduction		Driver	CoDriver
Driver Travel Expenses	\$	95.00	
Insurance Cargo & Liability	\$	1,850.00	
LFS Charges	\$	112.00	
Maintenance	\$	321.10	
Yard	\$	450.00	
GPS	\$	156.00	
Factoring Fee 2.75%	\$	771.49	
Taxes (Tolls, Licenses, Fuel Tax)	\$	366.54	
Sub-Total	\$	4,142.13	

Equipment Leases Expenses		Driver	CoDriver
Trailer Equipment	\$	1,000.00	

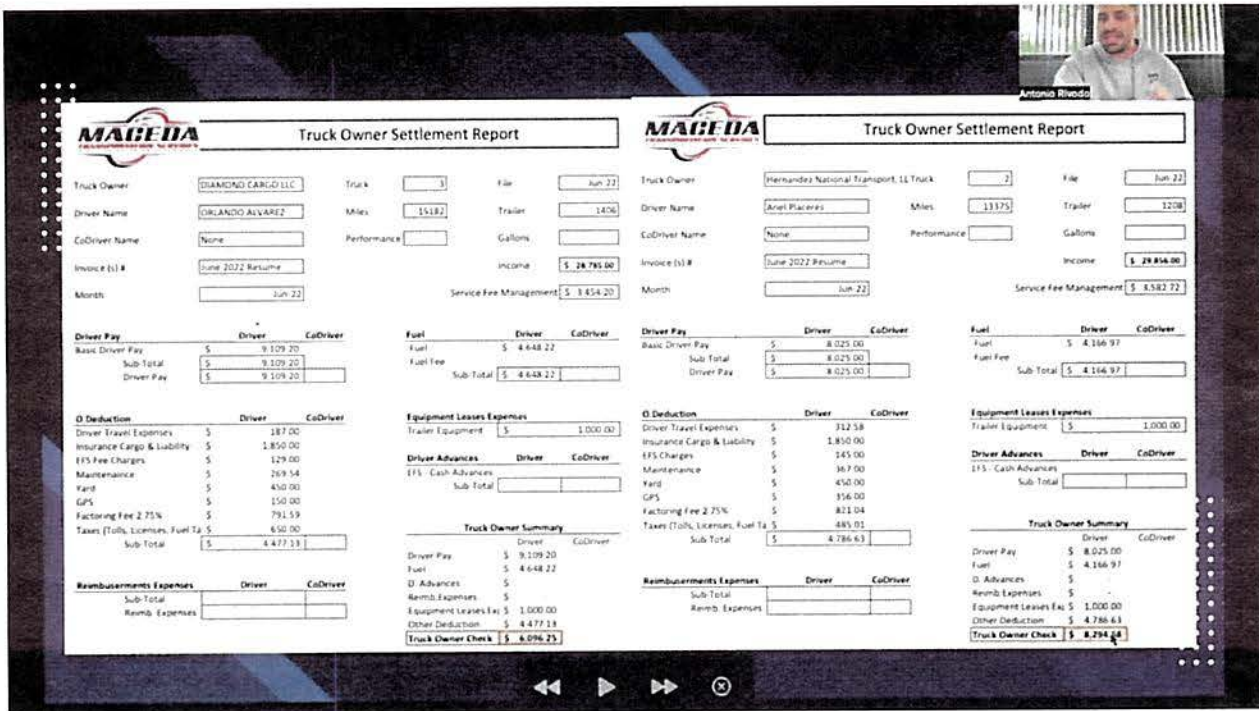
Driver Advances		Driver	CoDriver
LFS - Cash Advances			
Sub-Total			

Reimbursements Expenses		Driver	CoDriver
Sub-Total			
Reimb. Expenses			

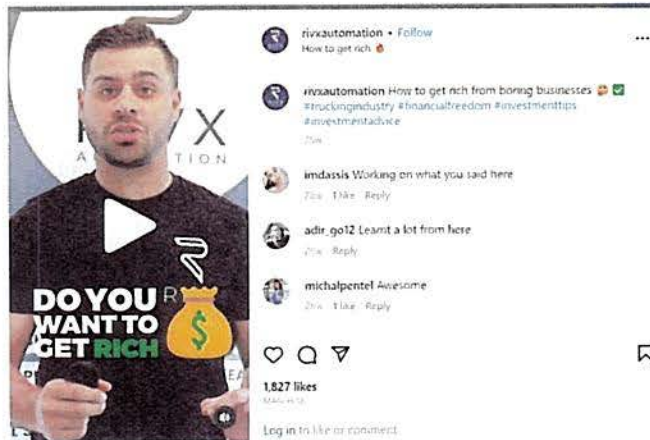
Truck Owner Summary		Driver	CoDriver
Driver Pay	\$	9,030.00	
Fuel	\$	4,580.97	
D. Advances	\$	-	
Reimb. Expenses	\$	-	
Equipment Leases Fee	\$	1,000.00	
Other Deduction	\$	4,142.13	
Truck Owner Check	\$	5,734.43	

Antonio Rivas

RIVX



34. In addition, Defendants have littered the Internet and social media platforms with claims about the profitability of RivX and its investors, most often through videos featuring Defendant Rivodo:



35. For example, in online videos, including on social media, Defendant Rivodo makes the following claims:

- “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." ("MentoredByRivodo" Instagram video, captured January 25, 2024).

- "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 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." ("Rivodo" Instagram video, captured October 10, 2023).
- "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." ("Antonio Rivodo" YouTube video, captured April 22, 2024).
- "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." ("Antonio Rivodo" YouTube video, captured April 22, 2024).

36. After viewing Defendants' videos and other marketing materials, consumers have sales or "opportunity" calls with RivX, often with Defendant Wooten. During these calls, Wooten has similarly described Defendants' business opportunity and likewise represented that consumers can expect to receive \$5,000-\$7,000 a month in net income, passively, through RivX.

Wooten has also sent purported profit and loss statements to consumers reflecting thousands of dollars in monthly net income for RivX investors.

37. In addition, Defendants typically present consumers with an “Investment Proposal” that continues to tout the benefits of investing with RivX, including net income “that will average between \$5,000-\$7,000” monthly, with an average return on investment in 12-14 months:

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 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).

38. In many instances, Defendants also present consumers with a written agreement likewise promising that consumers will begin generating income through RivX within 60-120 days, and further promising that consumers will obtain a full return on their investment or RivX

will pay them back the balance. For example, Defendants state that consumers will reach “breakeven” or receive net profits exceeding their initial investment (typically \$75,000-\$85,000) or Defendants will return the difference to the consumers.

39. Believing that they will obtain a truck, consistently and passively receive \$5,000-\$7,000 a month in net income, and, at a minimum, realize a full return on their investment, consumers pay Defendants \$75,000-\$85,000 or more.

40. However, most consumers do not receive a truck, and even when Defendants tell consumers that they have a truck, consumers do not receive a transfer of title to the truck and generally make little or no money through RivX. Consumers do not receive the promised income or a full return on their investment. Instead, consumers lose all or substantially all their \$75,000-\$85,000 or more.

41. In addition to “trucking automation,” Defendants have pitched “trailer automation” business opportunities, primarily through emails and social media, falsely promising 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.” They also tell consumers the trailer will hold its value for 7-10 years, so consumers can expect to receive this passive income each month for nearly a decade.

42. Believing these promises, consumers transfer tens of thousands of dollars each to Defendants. But again, consumers typically do not receive a trailer, do not receive the guaranteed monthly income, and instead lose all or substantially all of their \$60,000.

43. Defendants’ earnings claims regarding their “automation” business opportunities are false or unsubstantiated. Few, if any, consumers earn the income Defendants advertise, and most, if not all, lose money.

44. While consumers lose tens or even hundreds of thousands of dollars each, Defendants make millions, which they then take out in cash or transfer to the Individual or Relief Defendants.

Defendants Fail to Provide Disclosure and Earnings Claim Statements

45. The trucking and trailer automation packages are business opportunities under the Business Opportunity Rule, but Defendants have not provided prospective purchasers with disclosure and earnings claim documents required under the Rule.

46. Defendants do not provide disclosure documents required under the Business Opportunity Rule to prospective purchasers of the RivX automation packages at least seven calendar days before signing a business opportunity contract or making a payment for the business opportunity.

47. Defendants have also failed to disclose in writing other information required by the Rule, including (a) whether the seller makes earnings claims, along with an “Earnings Claims Statement” required by the Rule; (b) a list of civil, criminal, and FTC actions within the last 10 years; (c) the seller’s cancellation or refund policy; and (d) a list of purchasers and contact information of individuals who purchased the business opportunity within the last three years.

48. Further, although Defendants routinely make claims to prospective purchasers about likely earnings, they have failed to provide prospective purchasers with an Earnings Claim Statement, as required by the Rule, which includes the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased the business opportunity and achieved the stated level of earnings. Defendants have also failed to disclose written substantiation of their earnings claims as required by the Rule.

Defendants Unlawfully Use Non-Disparagement Clauses

49. In many instances, Defendants have consumers sign form contracts containing non-disparagement clauses like the following:

NON-DISPARAGEMENT. Client shall not, at any time during the term of this Contract and for forever thereafter, make any statements, 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.

50. Defendants' automation contracts contain standardized terms imposed on RivX consumers without giving them a meaningful opportunity to negotiate those terms.

51. Defendants have also tried to enforce their non-disparagement clause. For example, in 2023, Defendants initiated arbitration against a consumer, claiming \$100,000 in liquidated damages, where the consumer requested a refund multiple times to no avail and ultimately notified their bank that they did not receive a truck as promised by Defendants.

52. In addition, many RivX consumers are dissatisfied and complain or request refunds from Defendants. In many instances, Defendants refuse refunds and instead direct consumers to contact Defendants' attorneys. Also in many instances, Defendants have sent form termination agreements with similar non-disparagement clauses. These non-disparagement clauses additionally require 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)."

Defendants Are Violating or Are About to Violate the Law

53. Based on the facts and violations of law alleged in this Complaint, the FTC has reason to believe that Defendants are violating or are about to violate laws enforced by the Commission because, among other things: Defendants engaged in their unlawful acts and practices repeatedly over multiple years; Defendants engaged in their unlawful acts and practices willfully and knowingly; Defendants earned significant revenues from participating in these unlawful acts and practices and have self-described their business model and activities as "lucrative;" Defendants continued their unlawful acts and practices despite knowledge of

numerous complaints and requests for refunds from deceived consumers; Defendants' unlawful acts and practices were the subject of prior legal actions by consumers, but Defendants continued to engage in such practices; Defendants took active steps to conceal their identity from law enforcement by, for example, changing the names of ownership or management with the Florida Department of State; and Defendants remain in the trucking industry or the business of selling business opportunities and maintain the means, ability, and incentive to resume their unlawful conduct at any time.

VIOLATIONS OF THE FTC ACT

54. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts or practices in or affecting commerce."

55. Misrepresentations or deceptive omissions of material fact constitute deceptive acts or practices prohibited by Section 5(a) of the FTC Act.

Count I

False or Unsubstantiated Earnings Claims (By Plaintiff FTC)

56. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' business opportunities, Defendants have represented, directly or indirectly, expressly or by implication, that purchasers of Defendants' business opportunities are likely to earn substantial income.

57. The representations set forth in Paragraph 56 above, are false or misleading, or were not substantiated at the time the representations were made.

58. Therefore, the representations of Defendants as set forth in Paragraph 56 above, are false, misleading or unsubstantiated, and constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count II

Other Misrepresentations Regarding Defendants' Business Opportunities (By Plaintiff FTC)

59. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' business opportunities, Defendants have represented, directly or indirectly, expressly or by implication, that purchasers of Defendants' business opportunities:

- a) will begin receiving income within 60-120 days; and
- b) will obtain a full return on their investment.

60. The representations set forth in Paragraph 59 above, are false or misleading, or were not substantiated at the time the representations were made.

61. Therefore, the representations of Defendants as set forth in Paragraph 59 above, are false or misleading or were unsubstantiated, and constitute a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

VIOLATIONS OF THE BUSINESS OPPORTUNITY RULE

62. The amended Business Opportunity Rule, 16 C.F.R. Part 437, which was extended in scope to cover certain work-at-home opportunities, became effective on March 1, 2012, and has since that date remained in full force and effect.

63. Defendants are "sellers" who, as described in Paragraphs 3 to 48, have sold or offered to sell "business opportunities" as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(c) and (q). Under the Business Opportunity Rule, a "seller" is a person who offers for sale or sells a business opportunity. 16 C.F.R. § 437.1(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[.]”

16 C.F.R. § 437.1(c).

64. Among other things, the Business Opportunity Rule requires sellers to provide prospective purchasers with a disclosure document in the form and using the language set forth in the Business Opportunity Rule and its Appendix A and any required attachments. In the disclosure document, the seller must disclose to prospective purchasers five categories of information, including: basic identifying information about the seller, any earnings claims the seller makes, the seller's litigation history, any cancellation and refund policy the seller offers, and contact information of prior purchasers. 16 C.F.R. § 437.3(a)(1)-(5). Furthermore, this information must be disclosed at least seven (7) days before the prospective purchaser signs a contract or makes a payment. 16 C.F.R. § 437.2. The pre-sale disclosure of this information enables a prospective purchaser to contact prior purchasers and take other steps to assess the potential risks involved in the purchase of the business opportunity.

65. Defendants, as described in Paragraphs 3 to 58, have made earnings claims in connection with the sale of their business opportunities, as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(f). Under the Business Opportunity Rule, an “earnings claim” means “any oral, written, or visual representation to a prospective purchaser that conveys, expressly or by implication, a specific level or range of actual potential sales, or gross or net income or profits.” 16 C.F.R. § 437.1(f).

66. The Business Opportunity Rule 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 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. 16 C.F.R. § 437.4(a).

67. Defendants have also made earnings claims in connection with the sale of their business opportunities in the general media, as defined by the Business Opportunity Rule, 16 C.F.R. § 437.1(h). Under the Business Opportunity Rule, “general media” means “any instrumentality through which a person may communicate with the public, including, but not limited to, television, radio, print, Internet, billboard, Web site, commercial bulk email, and mobile communications.” 16 C.F.R. § 437.1(h). The Business Opportunity Rule prohibits sellers from making earnings claims in the general media unless the seller has a reasonable basis for and written substantiation of any earnings claims and states in immediate conjunction with those claims the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased Defendants’ business opportunity prior to that ending date who achieved at least the stated level of earnings. 16 C.F.R. § 437.4(b).

Count III

Misrepresentations Regarding Income or Profits (By Plaintiff FTC)

68. In numerous instances in connection with the offer for sale, sale, or promotion of business opportunities, Defendants have misrepresented the amount of sales, or gross or net income or profits, a prospective purchaser may earn or that prior purchasers have earned.

69. Therefore, Defendants’ acts and practices, as described in Paragraph 68, violate the Business Opportunity Rule, 16 C.F.R. § 437.6(d), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count IV

Disclosure Document Violations (By Plaintiff FTC)

70. In numerous instances in connection with the offer for sale, sale, or promotion of business opportunities, Defendants have failed to furnish prospective purchasers with a disclosure document and any required attachments, within the time period prescribed by the Business Opportunity Rule.

71. Therefore, Defendants' acts and practices, as described in Paragraph 70 above, violate the Business Opportunity Rule, 16 C.F.R. §§ 437.2 and 437.3(a), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count V

Earnings Claims to Prospective Purchasers Violations (By Plaintiff FTC)

72. In numerous instances, Defendants have made earnings claims to prospective purchasers in connection with the offering for sale, sale, or promotion of a business opportunity while, among other things: (1) lacking a reasonable basis for the earnings claim at the time it was made; (2) lacking written substantiation for the earnings claim at the time it was made; or (3) failing to provide an earnings claim statement to the prospective purchasers, as required by the Business Opportunity Rule.

73. Therefore, Defendants' acts and practice, as described in Paragraph 72 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(a), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

Count VI

General Media Earnings Claims Violations (By Plaintiff FTC)

74. In numerous instances, Defendants have made 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 those claims the beginning and ending dates when

the represented earnings were achieved, and the number and percentage of all persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings.

75. Therefore, Defendants' acts and practice, as described in Paragraph 74 above, violate the Business Opportunity Rule, 16 C.F.R. § 437.4(b), and Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

**VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT (FDUTPA)**

76. Section 501.204(1), Florida Statutes, declares that "unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

77. Section 501.203(8), Florida Statutes, defines "trade or commerce" as the "advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise; of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. "Trade or commerce" shall include the conduct of any trade or commerce, however denominated, including any nonprofit or not-for-profit person or activity."

78. The provisions of the FDUTPA shall be "construed liberally" to promote and "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." § 501.202, Fla. Stat.

79. 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.

80. A person that willfully engages in a deceptive or unfair act or practice is liable for a civil penalty of Ten Thousand Dollars (\$10,000.00) for each such violation, pursuant to Section 501.2075, Florida Statutes, and Fifteen Thousand Dollars (\$15,000.00) for each violation victimizing a senior citizen or a person who has a disability or is directed at a military servicemember or the spouse or dependent child of a military servicemember, pursuant to Section 501.2077, Florida Statutes. Willful violations occur when the person knew or should have known that the conduct in question was deceptive or unfair or prohibited by rule, pursuant to Section 501.2075, Florida Statutes.

Count VII

FDUTPA Violations Based on False or Unsubstantiated Earnings Claims (By Plaintiff State of Florida)

81. As set forth in Paragraphs 1 through 52, which allegations are incorporated as if set forth herein, in the course of Defendants' trade or commerce, Defendants have committed acts and practices that are unfair or deceptive in violation of FDUTPA.

82. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' business opportunities, Defendants have represented directly or indirectly, expressly or by implication, that purchasers of Defendants' business opportunities are likely to earn substantial income.

83. The representations set forth in Paragraph 82 above, are false or misleading, or were not substantiated at the time the representations were made.

84. Therefore, the representations of Defendants as set forth in Paragraph 82 above, are false, misleading or unsubstantiated, and constitute a deceptive act or practice in violation of Section 501.204(1), Florida Statutes.

85. Rivodo and Wooten are personally liable for the unlawful acts and practices described above, as Rivodo and Wooten have the authority and power to control or direct the

conduct at issue herein and had some knowledge of the acts and practices and/or actually participated in and directed the conduct at issue herein.

86. The acts and practices of the Defendants as set forth herein are misleading or deceptive and likely to mislead consumers acting reasonably, and consumers within the State of Florida and elsewhere were actually misled by the acts and practices of the Defendants recited herein.

87. Defendants willfully engaged in the unlawful acts and practices alleged herein.

Count VIII

FDUTPA Violations Based on Other Misrepresentations Regarding Defendants' Business Opportunities (By Plaintiff State of Florida)

88. As set forth in Paragraphs 1 through 52 above, which allegations are incorporated as if set forth herein, in the course of Defendants' trade or commerce, Defendants have committed acts and practices that are unfair or deceptive in violation of FDUTPA.

89. In numerous instances, in connection with the advertising, marketing, promotion, offering for sale, or sale of Defendants' business opportunities, Defendants have represented, directly or indirectly, expressly or by implication, that purchasers of Defendants' business opportunities:

- a) will begin receiving income within 60-120 days; and
- b) will obtain a full return on their investment.

90. The representations set forth in Paragraph 89 above, are false or misleading, or were not substantiated at the time the representations were made.

91. Therefore, the representations of Defendants as set forth in Paragraph 89 above, are false or misleading or were unsubstantiated, and constitute a deceptive act or practice in violation of Section 501.204(1), Florida Statutes.

92. Rivodo and Wooten are personally liable for the unlawful acts and practices

described above, as Rivodo and Wooten have the authority and power to control or direct the conduct at issue herein and had some knowledge of the acts and practices and/or actually participated in and directed the conduct at issue herein.

93. The acts and practices of the Defendants as set forth herein are misleading or deceptive and likely to mislead consumers acting reasonably, and consumers within the State of Florida and elsewhere were actually misled by the acts and practices of the Defendants recited herein.

94. Defendants willfully engaged in the unlawful acts and practices alleged herein.

Count IX

FDUTPA Violations Based on FTC Business Opportunity Rule Violations (By Plaintiff State of Florida)

95. As set forth in Paragraphs 1 through 52 above, which allegations are incorporated as if set forth herein, in the course of Defendants' trade or commerce, Defendants have committed acts and practices that are unfair or deceptive in violation of FDUTPA.

96. 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.

97. As set forth in Paragraphs 62 through 75, which allegations are incorporated as if set forth herein, in the course of Defendants' trade or commerce, Defendants have committed acts and practices that violate the Business Opportunity Rule, 16 C.F.R. Part 437, and therefore pursuant to Section 501.203(3), Florida Statutes, also violate FDUTPA.

98. In numerous instances in connection with the offer for sale, sale, or promotion of business opportunities, Defendants have misrepresented the amount of sales, or gross or net

income or profits, a prospective purchaser may earn or that prior purchasers have earned.

99. In numerous instances in connection with the offer for sale, sale, or promotion of business opportunities, Defendants have failed to furnish prospective purchasers with a disclosure document and any required attachments, within the time period prescribed by the Business Opportunity Rule.

100. In numerous instances, Defendants have made earnings claims to prospective purchasers in connection with the offering for sale, sale, or promotion of a business opportunity while, among other things: (1) lacking a reasonable basis for the earnings claim at the time it was made; (2) lacking written substantiation for the earnings claim at the time it was made; or (3) failing to provide an earnings claim statement to the prospective purchasers, as required by the Business Opportunity Rule.

101. In numerous instances, Defendants have made 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 those claims the beginning and ending dates when the represented earnings were achieved, and the number and percentage of all persons who purchased Defendants' business opportunity prior to that ending date who achieved at least the stated level of earnings.

102. Therefore, Defendants' acts and practices, violate the Business Opportunity Rule, 16 C.F.R. §§ 437.6(d), 437.2, 437.3(a), 437.4(a), and 437.4(b), and therefore violate FDUTPA.

103. Rivodo and Wooten are personally liable for the unlawful acts and practices described above, as Rivodo and Wooten have the authority and power to control or direct the conduct at issue herein and had some knowledge of the acts and practices and/or actually participated in and directed the conduct at issue herein.

VIOLATIONS OF THE CONSUMER REVIEW FAIRNESS ACT

104. The Consumer Review Fairness Act, which was enacted on December 14, 2016, renders void any provision of a form contract if such provision prohibits or restricts the ability of an individual who is a party to the form contract to engage in a covered communication, or if such provision imposes a penalty or fee against an individual who is a party to the form contract for engaging in a covered communication. 15 U.S.C. § 45b(b)(1).

105. The CRFA prohibits any person from offering a form contract containing a provision described as void in sub-section (b) of the CRFA. 15 U.S.C. § 45b(c).

106. The CRFA defines “form contract” to mean “a contract with standardized terms (i) used by a person in the course of selling or leasing the person’s goods or services; and (ii) imposed on an individual without a meaningful opportunity for such individual to negotiate the standardized terms.” 15 U.S.C. § 45b(a)(3). The CRFA defines “covered communication” as “a written, oral, or pictorial review, performance assessment of, or other similar analysis of, including by electronic means, the goods, services, or conduct of a person by an individual who is party to a form contract with respect to which such person is also a party.” 15 U.S.C. § 45b(a)(2).

107. Defendants have offered “form contract[s],” as that term is defined in the CRFA, that contain provisions described as void in sub-section (b) of the CRFA. 15 U.S.C. §§ 45b(a)(3), 45b(c).

108. Pursuant to the CRFA, a violation of sub-section (c) of the CRFA shall be treated as a violation of a rule defining an unfair or deceptive act or practice prescribed under Section 18(a)(1)(B) of the FTC Act, 15 U.S.C. § 57a(a)(1)(b), and the FTC shall enforce the CRFA in the same manner, by the same means, and with the same jurisdiction, powers, and duties as the FTC Act. 15 U.S.C. § 45b(d).

109. In addition, in any case in which the attorney general of a State has reason to believe that an interest of the residents of the State has been or is threatened or adversely affected by the engagement of any person subject to subsection (c) in a practice that violates such subsection, the attorney general of the State may, as *parens patriae*, bring a civil action on behalf of the residents of the State in an appropriate district court of the United States to obtain appropriate relief. 15 U.S.C. § 45b(e)(1).

Count X

Violations of the CRFA (By Both Plaintiffs)

110. In numerous instances, including as described in Paragraphs 49 to 52, Defendants have offered, in the course of selling their business opportunities, “form contracts,” containing provisions that prohibit or restrict the ability of an individual who is a party to the form contract to engage in a covered communication, or that impose a penalty or fee against an individual who is a party to the form contract for engaging in a covered communication.

111. Defendants have thereby violated the CRFA, 15 U.S.C. § 45b(c).

Count XI

Relief Defendants (By Both Plaintiffs)

112. Relief Defendants PropiHub, RivX Investments, and Diamond Cargo (“Relief Defendants”) have received, directly or indirectly, funds or other assets from Defendants that are traceable to funds obtained from Defendants’ customers through the unlawful acts or practices described herein.

113. Relief Defendants have no legitimate claim to such funds or other assets.

114. By reason of the foregoing, Relief Defendants hold funds or assets in constructive trust for the benefit of Defendants’ customers.

CONSUMER INJURY

115. Consumers are suffering, have suffered, and will continue to suffer substantial injury as a result of Defendants' violations of the FTC Act, the FDUTPA, the Business Opportunity Rule, and the CRFA. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers and harm the public interest.

PRAYER FOR RELIEF

Wherefore, Plaintiffs request that the Court:

- A. Enter a permanent injunction to prevent future violations of the FTC Act, the FDUTPA, the Business Opportunity Rule, and the CRFA;
- B. Grant preliminary injunctive and ancillary relief;
- C. Award monetary and other relief within the Court's power to grant; and
- D. Award any additional relief as the Court determines to be just and proper.

Respectfully submitted,

Dated: 8/19/24



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