

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
Case No. 24-cv-23152-JB**

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

DIAMOND CARGO LLC,

Relief Defendants.

**STIPULATED ORDER FOR MONETARY JUDGMENT AND OTHER
RELIEF AGAINST RELIEF DEFENDANT DIAMOND CARGO LLC**

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" and collectively "Plaintiffs") filed their Complaint for Permanent Injunction, Monetary Judgment, and Other Relief ("Complaint"), for a permanent injunction, monetary relief, and other relief in this matter, pursuant to Section 13(b) and 19 of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. § 45(a), the FTC's Trade Regulation Rule titled "Disclosure Requirements and Prohibitions Concerning Business Opportunities" ("Business Opportunity Rule" or "Rule"), 16 C.F.R. Part 437, as amended; the Consumer Review Fairness Act of 2016 ("CRFA"), 15 U.S.C. § 45b; and the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes ("FDUTPA"). Plaintiffs and Settling Relief Defendant Diamond Cargo LLC now stipulate to the entry of this Stipulated Order for Monetary Judgment and Other Relief Against Relief Defendant Diamond Cargo LLC ("the Order") to resolve all matters in dispute in this action between them.

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. The Court has jurisdiction over this matter.
2. The Complaint charges that Defendants participated in deceptive and unfair acts

and practices in violation of Section 5(a) of the FTC Act, 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, the Consumer Review Fairness Act of 2016 ("Consumer Review Fairness Act" or "CRFA"), 15 U.S.C. § 45b; and Section 501.204(1) of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), Chapter 501, Part II, Florida Statutes in connection with Defendants' scheme to deceptively market business opportunities in the trucking industry.

3. The Complaint charges that Settling Relief Defendant Diamond Cargo LLC ("Settling Relief Defendant") has received funds or other assets that can be traced directly to Defendants' unlawful acts or practices, and that it has no legitimate claim to those funds or other assets.

4. Settling Relief Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Settling Relief Defendant admits the facts necessary to establish jurisdiction.

5. Settling Relief Defendant waives any claim that it may have against Plaintiffs, the Receiver, and their agents that relate to this action including, but not limited to, any claim it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear its own costs and attorney fees.

6. Settling Relief Defendant waives all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

- A. “Business Opportunity” means a commercial arrangement in which:
1. A seller solicits a prospective Purchaser to enter into a new business;
 2. The prospective purchaser makes a required payment; and
 3. The seller, expressly or by implication, orally or in writing, represents that the Seller or one or more designated persons will:
 - i. Provide locations for the use or operation of equipment, displays, vending machines, or similar devices, owned, leased, controlled, or paid for by the purchaser; or
 - ii. Provide outlets, accounts, or customers, including Internet outlets, accounts, or customers, for the purchaser’s goods or services; or
 - iii. Buy back any or all of the goods or services that the purchaser makes, produces, fabricates, grows, breeds, modifies, or provides, including providing payment for such services.

B. “Investment Opportunity” means anything, tangible or intangible, that is offered, offered for sale, sold, or traded based wholly or in part on representations, either express or implied, about past, present, or future income, profit, or appreciation.

C. “Receiver” means the receiver appointed in this action, Curt Miner, Esq., and any deputy receivers that he names.

D. “Settling Relief Defendant” means Diamond Cargo LLC.

ORDER

I. MONETARY JUDGMENT

IT IS ORDERED that:

A. Judgment in the amount of Fifteen Thousand Dollars (\$15,000) is entered in favor of the Plaintiffs against the Settling Relief Defendant as monetary relief.

B. Settling Relief Defendant shall cause the \$15,000 to be transferred immediately to the Receivership Estate held by the Receiver in this matter. Such payment must be made within seven (7) days of entry of this Order by electronic fund transfer in accordance with instructions provided by the Receiver.

C. Settling Relief Defendant shall also, to the extent it has not already done so, take all steps necessary to transfer or cause to be transferred to the Receiver or his designated agent within seven (7) days of the date of entry of this Order all legal and equitable right, title, and interest in the 2016 Freightliner Cascadia, VIN # 1FUJGLBG8GLHH3200 and the 2015 Freightliner, VIN # 3AKJGLD52FSFY4643. Settling Relief Defendant shall cooperate fully with the Plaintiffs and the Receiver and shall take such steps as any of them may require to transfer the trucks and to assist in the final liquidation of the trucks, including executing any documents, procuring the signatures of any person or entity under its control, providing access to the trucks, providing any necessary information, and turning over the trucks. If the Receivership has been dissolved, any asset transfers must be made to the Commission under procedures sent to Relief Defendant by a Commission representative.

II. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Settling Relief Defendant relinquishes dominion and all legal and equitable right,

title, and interest in all assets transferred pursuant to this Order and may not seek the return of any assets.

B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Plaintiffs, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

C. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Plaintiffs pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Order will have collateral estoppel effect for such purpose.

D. The Settling Relief Defendant acknowledges that its Employer Identification Number or other Taxpayer Identification Number ("TIN"), including all TINs that Settling Relief Defendant previously provided, may be used by Plaintiffs for reporting and other lawful purposes, including collecting on any delinquent amount arising out of this Order in accordance with 31 U.S.C. §7701.

E. All money received by the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee on behalf of both the Commission and State of Florida. This fund shall be used for consumer relief, such as redress and any attendant expenses for the administration of any redress fund. If representatives of the Plaintiffs decide that direct redress to consumers is wholly or partially impracticable or money remains after redress is completed, all joint funds not used for the equitable relief described above shall be divided equally between the Commission and the State of Florida, with half to be deposited to the U.S. Treasury as disgorgement, and half to be deposited to the State of Florida Department of Legal Affairs Revolving Trust Fund, which may be applied as attorney's fees and costs, or as

fees and costs associated with ongoing and future enforcement initiatives pursuant to FDUTPA. Settling Relief Defendant has no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

F. The asset freeze in the Preliminary Injunction (Doc.23) is modified to permit the cash payments, assignments, transfers, sale or liquidation connected with Section I above. Upon completion of all such transfers, Plaintiffs may request that the Court dissolve the asset freeze as to the Settling Relief Defendant.

III. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Settling Relief Defendant, its officers, agents, employees, and attorneys, and all other persons in active concert or participation with any of them, who receive actual notice of this Order are permanently restrained and enjoined from directly or indirectly:

A. failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. If a representative of the Commission requests in writing any information related to redress, Settling Relief Defendant must provide it, in the form prescribed by the Commission, within 14 days;

B. disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, Social Security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that any Defendant obtained prior to entry of this Order in connection with any activity that pertains to the sale of any Business Opportunity or Investment Opportunity; and

C. failing to destroy such customer information in all forms in Settling Relief Defendant's possession, custody, or control within 30 days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that customer information need not be disposed of, and may be disclosed, to the extent requested by a government agency or required by law, regulation, or court order.

IV. COOPERATION

IT IS FURTHER ORDERED that Settling Relief Defendant must fully cooperate with representatives of the Plaintiffs in this case and in any investigation related to or associated with the transactions or the occurrences that are the subject of the Complaint. Settling Relief Defendant must provide truthful and complete information, evidence, and testimony. Settling Relief Defendant must cause Settling Relief Defendants' officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that a representative of Plaintiffs may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as a representative of Plaintiffs may designate, without the service of a subpoena.

V. RECEIVERSHIP

IT IS FURTHER ORDERED that the Receiver shall continue to possess all rights and obligations set forth in the Preliminary Injunction Order. (Doc. 23.)

To the extent not otherwise provided therein, the Receiver shall have the following powers exercised in the Receiver's discretion without further order of the Court:

A. Settling Relief Defendant shall fully cooperate with the Receiver and shall take

such other steps as the Receiver may require, including but not limited to transferring of the judgment amount and title to the trucks to the Receivership Estate.

B. The Receiver must take all steps necessary to liquidate the trucks of the Settling Relief Defendant. Upon the liquidation of any asset held by or surrendered to the Receiver, the Receiver must immediately transfer all funds to the Receivership Estate. Upon motion, submission of professional fees and expenses, and Court order, the Receiver may use proceeds in the Receivership Estate to pay for necessary expenses and professional fees incurred by the Receiver and approved by the Court.

C. The Receiver must complete all duties within 150 days after entry of this Order, but any party or the Receiver may request that the Court extend that Receiver's term for good cause.

D. Upon completion of the Receivership, the Receiver shall transfer all remaining funds to the Commission.

VI. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that the Settling Relief Defendant, within 7 days of entry of this Order, must submit to the Plaintiffs an acknowledgment of receipt of this Order sworn under penalty of perjury.

VII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Settling Relief Defendant's compliance with this Order, including any failure to transfer any assets as required by this Order:

A. Within 14 days of receipt of a written request from a representative of a Plaintiff, Settling Relief Defendant must: submit additional compliance reports or other requested

information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Plaintiffs are also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including depositions by remote means), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Plaintiffs are authorized to communicate directly with Settling Relief Defendant. Settling Relief Defendant must permit representatives of the Plaintiffs to interview any employee or other person affiliated with Settling Relief Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Plaintiffs may use all other lawful means, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Settling Relief Defendant or any individual or entity affiliated with Settling Relief Defendant, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1. Nothing in this Order limits the State of Florida's lawful use of investigative powers, pursuant to Section 501.206, Florida Statutes.

D. Upon written request from a representative of a Plaintiff, any consumer reporting agency must furnish consumer reports concerning Settling Relief Defendant, pursuant to Section 604(l) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

VIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

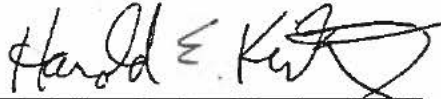
SO ORDERED, this 8th day of December, 2025.

A handwritten signature in blue ink, appearing to read 'JB', is written over a horizontal line.

JACQUELINE BECERRA
UNITED STATES DISTRICT COURT JUDGE

SO STIPULATED AND AGREED:

FOR PLAINTIFF FEDERAL TRADE COMMISSION:

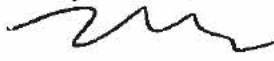


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Mayda Alejandra Gonzalez Corredor
DIAMOND CARGO LLC
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as owner, officer, manager, and member of Diamond Cargo LLC

Date: _____