

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No.: 24-cv-23152-JB

FEDERAL TRADE COMMISSION,
et al.,

Plaintiffs,

v.

RIVX AUTOMATION CORP, *et al.*

Defendants.

**DEFAULT FINAL JUDGMENT AND ORDER FOR PERMANENT
INJUNCTIVE RELIEF, MONETARY JUDGMENT, AND OTHER
RELIEF AGAINST DEFENDANTS ANTONIO RIVODO; NOAH
WOOTEN; RIVX AUTOMATION CORP., ALSO D/B/A RIVX FUNDING;
RIVX TRUCKING LLC; RIVX LOGISTICS LLC; RIVX GLOBAL
LOGISTICS LLC; MACEDA TRANSPORTATION SERVICES, INC.,
ALSO D/B/A RIVX TRANSPORTATION; C2 CARRIER LLC, AND
RELIEF DEFENDANTS PROPIHUB LLC; AND RIVX INVESTMENTS
LLC, ALSO D/B/A RIVX CASH OFFER AND RIVX CAPITAL**

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 Sections 5(a), 13(b) and 19 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§45(a), 53(b), and 57b; 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”), against Defendants Antonio Rivodo; Noah Wooten; RivX Automation Corp., also d/b/a RivX Funding; RivX Trucking LLC; RivX Logistics LLC; RivX Global Logistics LLC; Maceda Transportation Services, Inc., also d/b/a RivX Transportation; and C2 Carrier LLC (known collectively as “Defaulting Defendants”); and Relief Defendants Propihub LLC; and RivX Investments LLC, also d/b/a RivX Cash Offer and RivX Capital (collectively “Defaulting Relief Defendants”) ECF No. [1].¹

All Defaulting Defendants and Defaulting Relief Defendants failed to file Answers or otherwise respond to the Complaint. The Clerk of Court has entered defaults against these Defaulting Defendants and Defaulting Relief Defendants. Plaintiffs now submit their Motion for Default Final Judgment and Order for Permanent Injunctive Relief and Monetary Judgment against All Individual and Corporate Defendants and Two Relief Defendants and Accompanying Memorandum.

This Court has carefully reviewed Plaintiffs’ motion, the entire Court file in this matter, and being otherwise fully advised in the premises, it is hereby **ORDERED AND ADJUDGED** that Plaintiff’s Motion, ECF No. [76], is **GRANTED**. The Court now enters a Default Final Judgment and Order for Permanent Injunctive Relief, Monetary Judgment, and Other Relief against

¹ Relief Defendant Diamond Cargo LLC is the only defendant not included in this Final Judgment because it filed an answer. Plaintiffs submitted to the Court on December 5, 2025, a Stipulated Final Judgment as to Diamond Cargo.

Defaulting Defendants and Defaulting Relief Defendants (“Default Final Judgment” or “Order”).

THEREFORE, IT IS ORDERED as follows:

FINDINGS

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

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

C. Venue in the United States District Court for the Southern District of Florida is proper pursuant to 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).

D. The activities of Defaulting Defendants are “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.

E. Defaulting Defendants and Defaulting Relief Defendants were properly served with process in the matter. ECF Nos. [20], [21], and [41]. Defaulting Defendants and Defaulting Relief Defendants failed to file any responsive pleading as required by Federal Rule of Civil Procedure 12(a). The Clerk entered Entries of Default as to Defaulting Defendants and Defaulting Relief Defendants on October 25, 2024, ECF No. [36], and April 7, 2025, ECF No. [46]. Plaintiffs are entitled to a default judgment pursuant to Federal Rule of Civil Procedure 55(b) as to the Defaulting Defendants and Defaulting Relief Defendants.

F. The factual allegations in the Plaintiffs' Complaint are taken as true against Defaulting Defendants and Defaulting Relief Defendants. Those allegations and the evidence supporting them establish that Defaulting Defendants violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the Business Opportunity Rule, 16 C.F.R. Part 437, the Consumer Review Fairness Act (CRFA), 15 U.S.C. § 45b, and Section 501.204(1) of the FDUTPA, in connection with the marketing, offering for sale, and sale of trucking-related business opportunities. Those allegations and the evidence supporting them also establish that Defaulting Defendants gave the Defaulting Relief Defendants funds or other assets traceable to the deceptive acts and practices alleged in the Complaint, and that the Defaulting Relief Defendants have no legitimate claim to those funds or other assets.

G. In addition, the Corporate Defendants have operated as a common enterprise while engaging in the deceptive acts and practices in violation of Section 5(a) of the FTC Act, the Business Opportunity Rule, the CRFA, and Section 501.204(1) of the FDUTPA. The Corporate Defendants conducted their business practices through an interrelated network of companies that had common officers, managers, business functions, and employees. The Corporate Defendants commingled funds and shared names, business functions, and the same principal place of business. The Court finds that the Corporate Defendants are jointly and severally liable for the acts and practices alleged in the Complaint.

H. The Court now finds that, in connection with the advertising, marketing, promotion, offering for sale, or sale of trucking-related business opportunities, Defaulting Defendants have violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) and Section 501.204(1) of the FDUTPA, by falsely representing to consumers, expressly or by implication, that purchasers of their business opportunities are likely to earn substantial income, that purchasers will begin receiving income within 60-120 days of purchase, and that purchasers will obtain a full return on their investment as set forth in Counts I, II, VII, and VIII of the Complaint.

I. The Court further finds that, in connection with the offer for sale, sale, or promotion of a business opportunity, Defaulting Defendants misrepresented the amount of sales, or gross or net income or profits, a prospective purchaser may earn or that prior purchasers have earned, in violation of 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) as set forth in Count III of the Complaint.

J. The Court further finds that, in connection with the offer for sale, sale, or promotion of a business opportunity, Defaulting Defendants failed to furnish prospective purchasers with the disclosure document and attachments required by the Business Opportunity Rule, within the time period prescribed by the Rule, in violation of 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), as set forth in Count IV of the Complaint.

K. The Court further finds that Defaulting Defendants 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 claims at the time they were made, (2) lacking written substantiation for the earnings claims at the time they were made, or (3) failing to provide an earnings claim statement to each prospective purchaser, in violation of 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), as set forth in Count V of the Complaint.

L. The Court further finds that Defaulting Defendants made earnings claims in the general media in connection with the offering for sale, sale, or promotion of a business opportunity while, among other things, failing to state in immediate conjunction with those claims (i) the beginning and ending dates when the represented earnings were achieved, and (ii) the number and percentage of all persons who purchased Defendants' business opportunity prior to those ending dates who achieved at least the stated level of earnings, in violation of 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), as set forth in Count VI of the Complaint.

M. The Court further finds that, pursuant to Section 501.203(3), Florida Statutes, 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, the Court finds that the Defaulting Defendants violated 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 pursuant to Section 501.203(3), Florida Statutes, the Court finds that the Defaulting Defendants also violated FDUTPA, as set forth in Count IX of the Complaint.

N. The Court further finds that, in connection with the advertising, marketing, promotion, offering for sale, or sale of trucking-related business opportunities, Defaulting Defendants violated the CRFA, 15 U.S.C. § 45b(c), by having offered 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 as set forth in Count X of the Complaint.

O. The Court further finds that Defaulting Relief Defendants PropiHub and RivX Investments received, directly or indirectly, funds or other assets from Defaulting Defendants that are traceable to funds obtained from Defaulting Defendants' customers through the unlawful acts and practices described above and have no legitimate claim to such funds or assets as set forth in Count XI of the Complaint.

P. Defaulting Defendants are likely to continue to engage in the acts and practices alleged in the Complaint or otherwise violate Section 5 of the FTC Act, 15

U.S.C. § 45, the Business Opportunity Rule, 16 C.F.R. Part 437, the Consumer Review Fairness Act, 15 U.S.C. § 45b, and the FDUTPA unless they are permanently restrained and enjoined from doing so by order of the Court.

Q. Plaintiffs have established through unchallenged allegations in the Complaint and through competent evidence in the record that the Defaulting Corporate Defendants violated FTC Act, 15 U.S.C. § 45, the Business Opportunity Rule, 16 C.F.R. Part 437, the Consumer Review Fairness Act, 15 U.S.C. § 45b, and the FDUTPA and that Defaulting Individual Defendants Antonio Rivodo and Noah Wooten had authority to control or participated in the wrongful conduct of the Defaulting Corporate Defendants, and had the requisite knowledge to be held liable. Therefore, the Court finds that Defaulting Individual Defendants Antonio Rivodo and Noah Wooten are individually liable for the Defaulting Corporate Defendants wrongful acts and practices. Plaintiffs have established through competent evidence in the record that consumer loss from the conduct alleged in the Complaint amounts to at least \$8,405,025.99.

R. The Court finds Plaintiffs are therefore entitled to equitable monetary relief against Defaulting Defendants in the amount of \$8,390,025.99.² The Court further finds Defaulting Relief Defendant Propihub is responsible for \$1,790,465.54 of that amount and Defaulting

² Relief Defendant Diamond Cargo LLC is ordered to pay \$15,000 in its Stipulated Final Judgment. Plaintiffs have deducted the \$15,000 from the \$8,405,025.99 owed by Defaulting Defendants.

Relief Defendant RivX Investments LLC, also d/b/a RivX Cash Offer and RivX Capital is responsible for \$42,152.65 of that amount.

S. This Order is in addition to, and not in lieu of, any other civil or criminal remedies that may be provided by law.

T. Entry of this Order is in the public interest.

U. Defaulting Defendants and Defaulting Relief Defendants, by their inaction, waive any claim that they 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 agree to bear their own costs and attorney fees.

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. “Corporate Defendants” means RivX Automation Corp., also d/b/a RivX Funding; RivX Trucking LLC; RivX Logistics LLC; RivX Global Logistics LLC; Maceda Transportation Services, Inc., also d/b/a RivX Transportation; and C2 Carrier LLC.

C. “Defaulting Defendants” means Antonio Rivodo; Noah Wooten; RivX Automation Corp., also d/b/a RivX Funding; RivX Trucking LLC; RivX Logistics LLC; RivX Global Logistics LLC; Maceda Transportation Services, Inc., also d/b/a RivX Transportation; and C2 Carrier LLC.

D. “Defaulting Relief Defendants” means Propihub LLC; and RivX Investments LLC, also d/b/a RivX Cash Offer and RivX Capital.

E. “Document” is synonymous in meaning and equal in scope to the usage of “document” and “electronically stored information” in Federal Rule of Civil Procedure 34(a), Fed. R. Civ. P. 34(a), and includes writings, drawings, graphs, charts, photographs, sound and video recordings, images, internet sites, web pages, websites, electronic correspondence, including e-mail and instant messages, contracts, accounting data, advertisements (including advertisements placed on the World Wide Web), FTP Logs, Server Access Logs, USENET Newsgroup postings, books, written or printed records, handwritten notes, telephone logs, telephone scripts, receipt books, ledgers, personal and business canceled checks and check registers, bank statements, appointment books, computer records, customer or sales databases, and any other electronically stored information, including Documents located on remote servers or cloud computing

systems, and other data or data compilations from which information can be obtained directly or, if necessary, after translation into a reasonably usable form. A draft or non-identical copy is a separate document within the meaning of the term.

F. “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.

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

ORDER

I. BAN ON SALE AND MARKETING OF BUSINESS OPPORTUNITIES AND INVESTMENT OPPORTUNITIES

IT IS ORDERED that Defaulting Defendants are permanently restrained and enjoined from:

A. Creating, advertising, marketing, promoting, offering for sale, or selling, or assisting others in creating, advertising, marketing, promoting, offering for sale, or selling any Business Opportunity or any Investment Opportunity; and

B. Holding, directly or through a third-person, any ownership or other financial interest in any business entity that is creating, advertising, marketing, promoting, offering for sale, or selling, or that assists others in creating, advertising, marketing, promoting, offering for sale, or selling any Business Opportunity, any Investment Opportunity, or any product to assist in the creation or development of a Business Opportunity or an Investment Opportunity.

II. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defaulting Defendants, their 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, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, offering for sale, or sale of any goods or services, are permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- A. That consumers who purchase any Defaulting Defendant's goods or services will earn or are likely to earn substantial income;
- B. That consumers who purchase any Defaulting Defendant's goods or services will begin receiving income within any period of time; or will obtain a full return on their investment;
- C. That any Defaulting Defendant will find locations, outlets, accounts, or customers for the purchaser; and
- D. Any other fact material to consumers concerning any good or service, such as: the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

III. OTHER BUSINESS ACTIVITY

IT IS FURTHER ORDERED that Defendants, Defendants' officers, agents, employees, and attorneys, and all other persons in active concert or participation

with them, who receive actual notice of this Order by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any goods or services, are restrained and enjoined from prohibiting or restricting any consumer from communicating reviews, performance assessments, and similar analyses about Defendants' products, services, or conduct, or imposing a penalty or fee against any consumer, prospective purchaser, or investor who engages in such communications.

IV. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of eight million, three hundred and ninety thousand, twenty-five dollars and ninety-nine cents (\$8,390,025.99) is entered in favor of Plaintiffs against the Defaulting Defendants, jointly and severally, as monetary relief.

B. Judgment in the amount of \$1,790,465.54 is entered in favor of Plaintiffs against Defaulting Relief Defendant Propihub LLC jointly and severally with Defaulting Defendants.

C. Judgment in the amount of \$42,152.65 is entered in favor of Plaintiffs against Defaulting Relief Defendant RivX Investments LLC, also d/b/a RivX Cash Offer and RivX Capital, jointly and severally with Defaulting Defendants.

D. Defaulting Defendants and Defaulting Relief Defendants shall cause to be transferred immediately to the Commission all funds located in any bank accounts or other financial accounts or instruments or stored in any location, up to

the amount of the judgment (less funds already collected by the Commission). Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions provided by a representative of the Commission.

E. Immediately upon entry of this Order, Defaulting Defendants and Defaulting Relief Defendants are ordered to surrender to the Commission all control, title, dominion, interest, and possession they have to any other assets, up to the amount of the judgment amounts in this Order.

F. Defaulting Defendants and Defaulting Relief Defendants shall cooperate fully with the Receiver and take such steps as the Receiver may require, including executing any documents and providing any information, documents and signatures the Receiver may deem necessary, to effectuate the assignment, transfer, sale and liquidation of any assets or properties referenced in Subsections A. – E. above.

G. Defaulting Defendants and Defaulting Relief Defendants shall refrain from transferring, converting, encumbering, selling, assigning, or otherwise disposing of the assets or properties referenced above, except with the express prior written permission of the Receiver.

H. The Receiver shall, as soon as practicable, commence the sale of any unliquidated assets of the Defaulting Defendants and Defaulting Relief Defendants. The Receiver shall hold the proceeds from the sale of these assets (net of Receiver's costs and fees) for transfer to the Commission in accordance with further

instructions from the Commission.

I. If the Receivership has been dissolved, any asset transfers must be made to the Commission under procedures sent to Defaulting Defendants and Defaulting Relief Defendants by a Commission representative.

V. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Defaulting Defendants and Defaulting Relief Defendants relinquish 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 such assets.

B. The Taxpayer Identification Number of each Defaulting Defendant and Defaulting Relief Defendant, which each Defaulting Defendant and Defaulting Relief Defendant must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

C. 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 the State of Florida. This fund shall be used for equitable relief, including but not limited to redress to consumers, and any attendant expenses for the administration of any redress fund. Defaulting Defendants and Defaulting Relief Defendants have no right to challenge any actions the Commission or its representatives may take with respect to the administration of such fund. If 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.

D. The asset freeze in the Preliminary Injunction, ECF No. [23], is modified to permit the cash payments, assignments, transfers, sale or liquidation connected with Section IV above. Upon completion of all such transfers, the Commission may request that the Court dissolve the asset freeze as to each Defaulting Defendant and Defaulting Relief Defendant.

E. Defaulting Defendants and Defaulting Relief Defendants have no right to challenge any actions the Plaintiffs or their representatives may make pursuant to this Section or to Section IV.

VI. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defaulting Defendants, their officers, agents, servants, 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, Defaulting Defendants 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 Defaulting 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 Defaulting Defendants' 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.

VII. CONTINUATION AND TERMINATION OF RECEIVERSHIP

IT IS FURTHER ORDERED that the Receiver shall continue to possess all rights and obligations set forth in the Preliminary Injunction Order. ECF No. [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. To sell or otherwise dispose of the assets of the Corporate Defendants.

B. To take possession of and receive from any and all banks and/or savings and loan associations any monies and funds on deposit in said banks and/or savings and loan associations in the name of a Corporate Defendant.

C. To take possession of all the books and records pertaining to the Corporate Defendants, wherever located, as the Receiver deems necessary for the proper administration, management and/or control of the Receivership Estate, and to receive, open, read, and respond to all mail addressed to Corporate Defendants.

D. Corporate Defendants shall fully cooperate with the Receiver and shall take such other steps as the Receiver may require, including but not limited to, signing any documents necessary for the sale of assets, to transfer any accounts, mail or notices related to the assets or operations of the Corporate Defendants.

E. The Receiver shall hold any monies derived from the use, sale, or lease of Corporate Defendants' assets or property until further order of this Court or as otherwise provided in this Order. The Receiver, however, may use proceeds from assets held by Corporate Defendants to pay for necessary expenses associated with their maintenance, preservation, or sale and professional fees incurred by the Receiver.

F. 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 the Receiver's term for good cause.

VIII. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that each Defaulting Defendant and

Defaulting Relief Defendant obtain acknowledgments of receipt of this Order:

- A. Each Defaulting Defendant and Defaulting 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.
- B. For 20 years after entry of this Order, each Defaulting Defendant, for any business that such Defaulting Defendant, individually or collectively with any other Defaulting Defendants, is the majority owner or controls directly or indirectly, must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents and representatives who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel. For all others, delivery must occur before they assume their responsibilities.
- C. From each individual or entity to which each Defaulting Defendant and Defaulting Relief Defendant delivered a copy of this Order, the Defaulting Defendant and Defaulting Relief Defendant must obtain, within 30 days, a signed and dated acknowledgment of receipt of this Order.

IX. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defaulting Defendants make timely submissions to the Plaintiffs:

A. One year after entry of this Order, each Defaulting Defendant must submit a compliance report, sworn under penalty of perjury, in which:

1. Each Defaulting Defendant must: (a) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Plaintiffs may use to communicate with Defaulting Defendant; (b) identify all of Defaulting Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (c) describe the activities of each business, including the goods and services offered, the means of advertising, marketing, and sales, and the involvement of any other Defaulting Defendant (which Defaulting Defendant must describe if known or should be known due to Defaulting Defendant's own involvement); (d) describe in detail whether and how Defaulting Defendant is in compliance with each Section of this Order; and (e) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Plaintiffs.

2. Additionally, each Individual Defaulting Defendant must: (a) identify all telephone numbers and all physical, postal, email and Internet addresses, including all residences; (b) identify all business activities,

including any business for which Defaulting Defendant performs services whether as an employee or otherwise and any entity in which Defaulting Defendant has any ownership interest; and (c) describe in detail his involvement in each such business, including title, role, responsibilities, participation, authority, control, and any ownership.

B. For 20 years after entry of this Order, each Defaulting Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following:

1. Each Defaulting Defendant must report any change in: (a) any designated point of contact; or (b) the structure of any entity that Defaulting Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

2. Additionally, each Defaulting Individual Defendant must report any change in: (a) name, including aliases or fictitious name, or residence address; or (b) title or role in any business activity, including any business for which such Defendant performs services whether as an employee or otherwise and any entity in which such Defendant has any ownership interest, and identify the name, physical address, and any Internet address of the business or entity.

C. Each Defaulting Defendant must submit to the Plaintiffs notice of the

filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against Defaulting Defendant within 14 days of its filing.

D. Any submission to the Plaintiffs required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: FTC v. RivX Automation Corp., File No. X250015.

F. Unless otherwise directed by the State of Florida’s representative in writing, all submissions to the State of Florida pursuant to this Order must be emailed to Ryann.Flack@myfloridalegal.com or sent by overnight mail to Ryann Flack, Miami Bureau Chief, Consumer Protection Division, Office of the Attorney of the State of Florida, One Downtown, 1 S.E. 3rd Avenue, Suite 900, Miami, Florida 33131.

X. RECORDKEEPING

IT IS FURTHER ORDERED that each Defaulting Defendant must create certain records for 20 years after entry of the Order and retain each such record for 5 years. Specifically, each Defaulting Defendant, for any business that Defaulting Defendant, individually or collectively with any other Defaulting Defendants, is a majority owner or controls directly or indirectly, must create and retain the following records:

- A. Accounting records showing the revenues from all goods or services sold;
- B. Personnel records showing, for each person providing services, whether as an employee or otherwise, that person's: name; addresses; telephone numbers; job title or position; dates of service; and (if applicable) the reason for termination;
- C. Records of all consumer complaints and refund requests whether received directly or indirectly, such as through a third party, and any response;
- D. All records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Plaintiffs; and
- E. A copy of each unique advertisement or other marketing material, including any social media posting.

XI. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defaulting

Defendants' and Defaulting Relief Defendants 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, each Defaulting Defendant and Defaulting 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 each Defaulting Defendant and Defaulting Relief Defendant. Defaulting Defendants and Defaulting Relief Defendants must permit representatives of the Plaintiffs to interview any employee or other person affiliated with any Defaulting Defendant or Defaulting 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 Defaulting Defendants and Defaulting Relief Defendants or any individual or entity affiliated with Defaulting Defendants or Defaulting Relief Defendants, 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 Defaulting Defendants and Defaulting Relief Defendants, pursuant to Section 604(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1).

XII. 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.

The Clerk is directed to **CLOSE** this case, and any pending motions are **DENIED AS MOOT**.

DONE AND ORDERED in Miami, Florida, this 14th day of January, 2026.



JACQUELINE BECERRA
UNITED STATES DISTRICT COURT JUDGE