

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA**

that there is a reasonable likelihood of further violations in the future.” *Fed. Trade Comm’n v. Fleetcor Techs., Inc.*, 620 F. Supp. 3d 1268, 1344 (N.D. Ga. 2022) (quoting *Fed. Trade Comm’n v. USA Fin., LLC*, 415 F. App’x 970, 975 (11th Cir. 2011)). Having considered the relevant factors and the arguments and evidence presented by the FTC, the Court finds that the FTC has presented sufficient evidence of a likelihood of future violations by the Settling Defendants to warrant the entry of permanent injunctive relief in this case. *See Fleetcor Techs.*, 620 F. Supp. 3d at 1344–46. As to the request for monetary judgment, the Court also finds the requested relief is proper under § 57b. Accordingly, these requests will be granted.

However, to the extent the FTC seeks the appointment of a receiver over the related entities, the Court is not convinced that the FTC has established that such relief is proper. While there is no question that the Court can appoint a receiver under § 57b, *see Fed. Trade Comm’n v. Simple Health Plans LLC*, 58 F.4th 1322, 1329–30 (11th Cir. 2023), the FTC has failed to cite any legal authority in which a receivership was granted over non-party entities under the statutes at issue in this case or in a similar case under the Court’s inherent authority. Nor has the FTC stated that the entities that would be subject to the expanded receivership

1. The Renewed Joint Motion for Entry of Proposed Stipulated Orders for

PERMANENT INJUNCTION

I. DEFINITIONS

For the purpose of this Permanent Injunction, the

Vision Online Digital, LLC, Vision Online English, LLC, Vision Online Latino, LLC, and each of their subsidiaries, affiliates, successors, and assigns.

- D. **“Defendants”** means the Corporate Defendants and the Individual Defendants, individually, collectively, or in any combination.
- E. **“Designated Person”** means any person, other than the Seller, whose goods or services the Seller suggests, recommends, or requires that the Purchaser use in establishing or operating a new business.
- F. **“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), 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, FTP Logs, Server Access Logs, 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.
- G. **“Earnings Claim(s)”** means any representation, expressly or by implication, about income, revenues, financial gains, percentage gains, profit, net profit, gross

profit, or return on investment. Earnings Claims include, but are not limited to: (a) any chart, table, or mathematical calculation that demonstrates possible results based upon a combination of variables; (b) any statements from which a prospective consumer can reasonably infer that he or she will earn a minimum level of income (e.g., “earn enough money to buy a Porsche,” “earn a six-figure income,” or “earn your investment back within one year”); (c) references to earning sufficient income to enable a prospective consumer to quit one’s job, no longer work, or live off income from the good or service sold; (d) any statements or claims regarding income made by representatives, endorsers, or instructors, including

assisting the prospective Purchaser in obtaining his or her own locations, outlets, accounts, or customers, provided, however, that advertising and general advice about business development and training shall not be considered as “providing locations, outlets, accounts, or customers.”

- P. **“Purchaser”** means a Person who buys a Business Opportunity or Investment Opportunity.
- Q. **“Real Estate Coaching Program”** means any product or service, including any program or plan, including those that are Business Opportunities, that is represented, expressly or by implication, to train or teach a consumer how to make money through investing in or buying and selling real estate. This definition does not include books on real estate investing, in any form,
- R. **“Receiver”** means the Receiver appointed in this Permanent Injunction and any Deputy Receivers that shall be named by the Receiver.
- S. **“Receivership Entities”** means the Corporate Defendants.
- T. **“Relevant Communication”** means a written, oral, or Pictorial review, performance assessment, or other similar analysis of goods or services, including conduct related to the goods or services.
- U. **“Seller”** means a Person who offers for sale or sells a Business Opportunity.
- V. **“Settling Defendants”** means the Corporate Defendants, the Alvarez Defendants, and Bryce Chamberlain, individually, collectively, or in any combination.

II. PROHIBITION CONCERNING ECOMMERCE COACHING PROGRAMS AND REAL ESTATE COACHING PROGRAMS

The Settling Defendants are permanently restrained and enjoined from

advertising, marketing, distributing, promoting, offering for sale, or selling, or assisting in the advertising, marketing, distributing, promoting, offering for sale, or selling, of any eCommerce Coaching Program or Real Estate Coaching Program, even if it also is a Business Opportunity.

III. PROHIBITION CONCERNING EARNINGS CLAIMS

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with them, who receive actual notice of this Order and Permanent Injunction 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 permanently restrained and enjoined from making any Earnings Claim or assisting others in making Earnings Claims, expressly or by implication, unless:

A. The Earnings Claim is non-misleading;

B. At the t0 Tc.004 Tc -0.004 Tw 1.82 Tw 0.27 0 Td(t) a0.004 Tw 1.82 Tw 0.27 0 Td(t) a0 T*0 T

IV. OTHER PROHIBITED BUSINESS PRACTICES

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with them, who receive actual notice of this Order and Permanent Injunction by personal service or otherwise, whether acting directly or indirectly, in connection with the advertising, marketing, promoting, or offering for sale of any good or service, are permanently restrained and enjoined from:

A. Misrepresenting or assisting others in misrepresenting, expressly or by

or selling, of any goods or services, are permanently restrained and enjoined from failing to:

- A. Furnish buyers with a fully completed receipt or copy of any contract pertaining to such sale at

Nothing in this Section shall require a Settling Defendant to publish or host the content of any person, affect any other legal duty of a party to a contract, or affect any cause of action arising from the breach of such duty.

VII. MONETARY RELIEF

A judgment in the amount of **\$29,175,000.00** is entered in favor of the Commission against the Settling Defendants, jointly and severally, as monetary relief.

The Alvarez Defendants are ordered to surrender all funds and assets of the Receivership Entities and all funds and assets listed in Tables 1 and below to the Commission or its representative or agent. To the extent not already in possession of the Receiver, the Alvarez Defendants shall deliver to the possession of the Receiver any assets identified in Table 1 within seven days of the entry of this Order and Permanent Injunction. The Alvarez Defendants shall cooperate in good faith with the Commission to effectuate these transfers, and shall, if needed, execute such documents as are necessary to remit the entire balance of each account to the Commission.

For the financial institution accounts listed in Table 1, the financial institutions identified shall within five days of the entry of this Order and Permanent Injunction remit: (1) the entire balance of each account listed in Table 1; and (2) \$284,998 from Wells Fargo Bank account number X0452 in the name of Richard & Sara Alvarez to the Commission by electronic fund transfer in

RSA Ventures	Wells Fargo	X0856	\$5,161.24
Richard & Sara Alvarez	Wells Fargo	X2289	\$419.44
Richard & Sara Alvarez	Northwestern Mutual	X2457	\$241,118.63
Cash from Safety Deposit Box	Wells Fargo		\$60,000.00
Richard Alvarez IRA	Northwestern Mutual		\$131,239.27
Sara Alvarez IRA	Northwestern Mutual		\$37,116.67
Property Interests to Be Surrendered	Location		Identified Value
Appliances purchased for Key in Homes LLC	52 Ave Muñoz Rivera, Apt. 1802, Condominio Aquablue, San Juan PR, 00917		\$3,989.00
Furniture purchased for Key in Homes LLC Improvements to property owned by Key In Properties LLC	802 Calle Aguamarina, Isabela, 00662, Puerto Rico Calle Julio Flores 96 A, Bo. Sardinero		\$18,989.00

Upon the payment and the completion of authorizations to enable all transfers described in this Section, the remainder of the judgment is suspended, subject to the Subsections below.

A. The Commission's agreement to the suspension of part of the judgment is expressly premised upon the truthfulness, accuracy, and completeness of Settling Defendants' sworn financial statements and related documents (collectively, "**Financial Attestations**") submitted to the Commission, namely:

1. the Financial Statement of Individual Defendant Richard Alvarez signed on June 23, 2023, including the attachments and supplements;
2. the Financial Statement of Individual Defendant Sara Alvarez signed on June 23, 2023, including the attachments and supplements;
3. the Financial Statement of Vision Online, Inc. signed by Ivan Reybel Arista, CFO on June 23, 2023, including the attachments and supplements;
4. the Financial Statement of Ganadores IBR, Inc. signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
5. the Financial Statement of Vision Online Digital, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
6. the Financial Statement of Vision Online English, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
7. the Financial Statement of Vision Online Latino, LLC signed by Richard Alvarez, CEO on June 23, 2023, including the attachments;
8. the additional information submitted by e-mail from the Alvarez

Defendants' counsel Meghan Stoppel to the

injury alleged in the Complaint), less any payment previously made pursuant to this Section, plus interest computed from the date of entry of this Order.

VIII. ADDITIONAL MONETARY PROVISIONS

- A. Settling 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 assets.
- B. The facts alleged in the Complaint against Settling Defendants will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce its rights to any payment or monetary judgment pursuant to this Order and Permanent Injunction, such as a nondischargeability complaint in any bankruptcy case.
- C. The facts alleged in the Complaint against Settling Defendants establish all elements necessary to sustain an action by the Commission pursuant to 11 U.S.C. § 523(a)(2)(A) and this Order and Permanent Injunction will have collateral estoppel effect for such purposes.
- D. Settling Defendants acknowledge that their Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendants previously submitted to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order and Permanent Injunction, in accordance with 31 U.S.C. §7701.
- E. All money received by the Commission pursuant to this Order and Permanent Injunction may be deposited into a fund administered by the Commission or its designee to be used for consumer relief, such as redress and any attendant

expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the Commission may apply any remaining money for such related relief (including consumer information remedies) as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Settling Defendants have no right to challenge any actions the Commission or its representatives may take pursuant to this Subsection.

- F. The asset freeze imposed by the July 18, 2023 Preliminary Injunction Order (Doc. 52), is modified to permit the payment and transfers identified in this Order and Permanent Injunction. Upon completion of those payment and transfers, the asset freeze as to Settling Defendants is dissolved. Any existing asset freeze as to the remaining non-settling Defendants shall remain in full force and effect.

IX. CUSTOMER INFORMATION

The Settling Defendants and their officers, agents, and employees, and all other persons in active concert or participation with them, who receive actual notice of this Order and Permanent Injunction by personal service or otherwise, 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 Defendants must

provide it, in the form prescribed by the Commission, within fourteen days to the extent such information is in their custody, possession, or control.

- B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, e-mail 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 Settling Defendant obtained prior to entry of this Order and Permanent Injunction in connection with the advertising, marketing, promoting, offering for sale, or selling of Defendants' Products; and
- C. Failing to destroy such customer information in all forms in their possession, custody, or control within thirty days after receipt of written direction to do so from a representative of the Commission.

Provided, however, that: (1) 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; and (2) the Receiver shall provide sufficient customer information to enable the Commission to efficiently administer consumer redress, and if a representative of the Commission requests in writing any information related to refunds, the Receiver must provide it, in the form prescribed by the Commission, within fourteen days.

X. COOPERATION

Richard Alvarez, Sara Alvarez, and Bryce Chamberlain must fully cooperate with representatives of the Commission in this case and in any Commission investigation related to or associated with the transactions or the occurrences that are the subject of

the Complaint. Richard Alvarez, Sara Alvarez, and Bryce Chamberlain must provide truthful and complete information, evidence, and testimony. Richard Alvarez, Sara Alvarez, and Bryce Chamberlain must appear for interviews, discovery, hearings, trials, and any other proceedings that a Commission representative may reasonably request upon five days written notice, or other reasonable notice, at such places and times as a Commission representative may designate, without the

- in the possession, custody, or under the control of, any Receivership Entity, wherever situated;
- C. Perform all acts necessary to protect, conserve, preserve, and prevent waste or dissipation of the Receivership Entities' assets until their sale;
 - D. Sell the nonliquidated Receivership Entities' assets and nonliquidated assets surrendered by the Settling Defendants using commercially-reasonable procedure without further order of the Court;
 - E. Enter into agreements in connection with the reasonable and necessary performance of the Receiver's duty to sell the Receivership Entities' assets, including, but not limited to, the retention of assistants, agents, or other professionals to assist in the sale of these assets;
 - F. Distribut004 Tw -34.5 -2.3 p.2(a)10 8au 5onals

credit card processors, merchant banks, acquiring banks, independent sales organizations, third party processors, payment gateways, insurance companies, or other entities;

J.

in discharging his or her duties as Receiver.

- M. Take all steps necessary to prevent the modification, destruction, or erasure of any web page or website registered to and operated, in whole or in part, by any Defendants, and to provide access to all such web page or websites to Plaintiff's representatives, agents, and assistants, as well as Defendants and their representatives;

and disbursements from the receivership estate from such accounts. The Receiver shall serve copies of monthly account statements on all parties;

S. Maintain accurate records of

and expenses within the specified period, or if funds remain in the reserve fund after the

Reporting Section. Delivery must occur within seven days of entry of this Order and Permanent Injunction for current personnel. For all others, delivery must occur before they assume their responsibilities.

- C. From each individual or entity to which a Settling Defendant delivered a copy of this Order and Permanent Injunction, that Settling Defendant must obtain, within thirty days, a signed and dated acknowledgment of receipt of this Order and Permanent Injunction.

XV. COMPLIANCE REPORTING

Settling Defendants shall make timely submissions to the Commission as follows:

- A. One year after entry of this Order and Permanent Injunction, each Settling

Defendant must submit a compliance report, sworn under penalty of perjury: .E (er)17 (l)c0 (

Order Acknowledgment obtained pursuant to this Order and Permanent Injunction, unless previously submitted to the Commission.

2. Additionally, each Settling Defendant must: (a)

Specifically, the Corporate Defendants and the Settling Defendants for any business that such Settling Defendant, individually or collectively with any other 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. a copy of each unique advertisement or other marketing material disseminated to consumers;
- E. recordings of any live presentations to groups of consumers; and
- F. all records necessary to demonstrate full compliance with each provision of this Order and Permanent Injunction, including all submissions to the Commission.

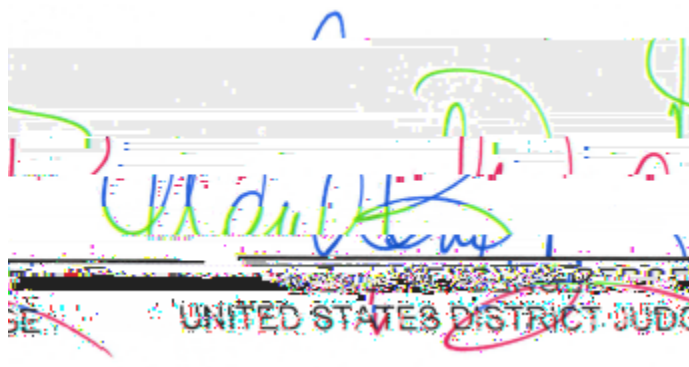
XVII. COMPLIANCE MONITORING

For the purpose of monitoring Settling Defendants' compliance with this Order and Permanent Injunction, including the Financial Attestations upon which part of the judgment was suspended and any failure to transfer any assets as required by this Order and Permanent Injunction:

- A. Within fourteen days of receipt of a written request from a representative of the

modification, and enforcement of this Order and Permanent Injunction.

DONE AND ORDERED in Orlando, Florida on November 18, 2024.



The image shows a handwritten signature in blue ink over a greyed-out area. Below the signature is a black rectangular stamp with the text "UNITED STATES DISTRICT JUDGE" in white capital letters. The signature and stamp are surrounded by various colored scribbles and marks.

Copies furnished to:

Counsel of Record
Unrepresented Party