UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA JACKSONVILLE DIVISION

FEDRAL TRADE COMMIISSION

Plaintiff,

v.

CASE NO. 3:22-cv-487-TJC-MCR

MICHAEL RANDO, et al.,

Defendants.

1

RECEIVER MARIA M. YIP'S FIRST INTERIM REPORT

Maria M. Yip CPA, CFE, CIRA <u>myip@yipcpa.com</u> Temporary Receiver for the Corporate Defendants

-and-

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EXECUTIVE SUMMARY

- The Court appointed Ms. Yip Receiver over the corporate Defendants on May 3, 2022. Since her appointment, Ms. Yip has secured the Receivership Defendants' office in Jacksonville, Florida and has taken custody of the UPS mail boxes and storage unit utilized by the Defendants.
- 2. The Receiver has sent 20 turnover and preservation letters to known vendors, professionals associated with the Defendants, and financial institutions associated with the Defendants, with demands for financial information and asset freezes.
- 3. The Receiver has gathered thousands of documents at the Defendants' office and from non-parties, including banks, credit card companies, and merchant processors;
- 4. The Receiver spoken with approximately 75 individuals, including former employees, and customers;
- 5. The Receiver has taken the necessary steps to secure and preserve the Receivership Defendants' information systems containing the Receivership Defendants' emails, file storage, telephone, customer resource management, and banking systems.
- 6. The Receiver established a website with information for customers, employees and other interested parties at

https://creditgamereceivership.com ("Receivership Website") that includes pleadings, a registration mechanism and contact information for the Receiver and her counsel. A receivership email and segregated call-in process was also established to communicate directly with the Receiver.

- 7. The Receiver redirected the Receivership Defendants' main website, <u>www.creditgameu.com</u>, to the Receivership Website. The calls coming into the Corporate Defendants' telephone line was also redirected to the Receiver.
- 8. The Receiver took the deposition of Individual Defendants Michael and Valerie Rando. Subsequently, the Individual Defendants asserted their Fifth Amendment right against self-incrimination.
- 9. The Receiver's assessment of audio recordings of sales calls made through May 4, 2022, the date of the Immediate Access, reveals that sales were being made using deceptive claims and false representations.
- 10. During the period of the TRO, the Receiver has advanced the funds for payments totaling \$13,639 to cure existing debts, as deemed necessary, to secure the assets of the Receivership. The Receiver is prepared to open bank accounts should the Court enter a preliminary injunction.

- 11. Based on the results of the investigation performed to date, the Receiver deems non-parties Legacy Matchmaking LLC, Digital Growth Enterprises LLC, and Education Training and Consulting LLC to be additional Receivership Entities pursuant to the authority granted by Section XIV, paragraph U of the TRO.
- 12. The Receiver's opinion is that the Receivership Entities should remain closed for the time being for the reasons set forth in this First Interim Report.

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<u>RECEIVER'S FIRST INTERIM REPORT</u>

Maria M. Yip, as Temporary Receiver for the Corporate/Receivership Defendants¹ appointed by this Court's Order dated May 3, 2022 (the "Order" or "TRO")² [Dkt. 12], files her First Interim Report ("Report") to inform the Court of her investigation to date and her progress towards completing the tasks assigned by the Court in the TRO, and the proposed course of action should the Receivership remain in place.

I. <u>BACKGROUND</u>

1. On May 2, 2022, the U.S. Federal Trade Commission ("FTC" or "Plaintiff") commenced this action by filing a complaint for permanent injunction, monetary relief and other relief (the "Complaint") and a temporary restraining order with asset freeze, appointment of a receiver, immediate access to Defendants' premises and documents, and other equitable relief alleging that the Defendants Michael Rando and Valerie Rando (collectively, the "Individual Defendants"), the Corporate Defendants, and the Receivership

¹ The First Interim Report uses the terms "Corporate Defendants" and "Receivership Defendants" interchangeably. Pursuant to the Order, the "Corporate Defendants" means Prosperity Training Technology LLC; Elite Customer Services, LLC; Digital Business Scaling LLC; First Coast Matchmakers Inc.; First Coast Matchmakers LLC; Financial Consulting Management Group LLC; Resource Management Investments, LLC; and each of their subsidiaries, affiliates, successors, and assignees.

² Ex Parte - Temporary Restraining Order with Asset Freeze, Appointment of a Temporary Receiver, and Other Equitable Relief, and Order to Show Cause Why a Preliminary Injunction Should Not Issue (the "Order"), May 3, 2022. [Dkt. No. 12 at p. 22].

Entities,³ (collectively, the "Defendants" or "Receivership Defendants") violated Section 5(a) of the FTC Act, 15 U.S.C. § 45(a); multiple provisions of the Credit Repair Organizations Act ("CROA"), 15 U.S.C. §§ 1679-1679j; multiple provisions of the FTC's Telemarketing Sales Rule ("TSR"), 16 C.F.R. Part 310; Section 1401(b)(2) of the COVID-19 Consumer Protection Act, 15 U.S.C § 45 note (CCPA § 1401(b)(2)); and multiple provisions of the FTC's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Business Opportunities" ("Business Opportunity Rule" or "BOR"), 16 C.F.R. Part 437. [Dkt. No. 1].

2. The FTC alleges that from approximately 2019, Defendants have operated an unlawful credit repair business that has deceived consumers across the country. The Defendants use YouTube videos, websites and telemarketing to make their claims, which are false or unsubstantiated. In addition, the Defendants do not make required disclosures regarding their credit repair services.

3. Specifically, Plaintiff alleges that the Defendants' violations include:

³ Pursuant to the Order, "Receivership Entities" means "Corporate Defendants" as well as any other entity that has conducted any business related to Defendants' credit repair and money-making scheme, including receipt of Assets derived from any activity that is the subject of the Complaint in this matter, and that the Receiver determines is controlled or owned by any Defendant." [Dkt. No. 12 at p. 8]

- a. Defendants claim they quickly and legally improve consumers' credit scores, remove most or all negative items on the consumer's credit report, and cause a third party's credit history to appear on the consumer's credit report. Defendants strengthen these representations with a money-back guarantee.
- b. Defendants have also filed, or caused to be filed, fake identity theft reports on the FTC's identitytheft.gov website as part of their credit repair scheme.
- c. In addition, Defendants routinely take prohibited advanced fees of hundreds, or even thousands of dollars for their credit repair services.
- d. Defendants have also sold deceptive business or investment opportunities.
- e. Defendants have also sold their products and services by instructing consumers to spend or otherwise "invest" their various tax credit benefits issued under separate COVID-19 relief laws on Defendants' deceptive credit repair schemes.
- f. Defendants claim to have generated more than \$15,000,000 in revenue from their unlawful credit repair and education, and business or investment opportunity practices. [Dkt. No. 1, Compl. at pp. 3-4].

4. On May 3, 2022, this Court granted Plaintiff's application for a temporary restraining order and entered an Order freezing assets belonging to

any of the Defendants [Dkt. No.12]. The Court set a Preliminary Injunction hearing for June 17, 2022 at 4:00 p.m. after granting the Joint Motion to Extend the Temporary Restraining Order and to Continue the Preliminary Injunction Hearing and extended the Temporary Restraining Order until the Court issues an order on the Preliminary Injunction. [Dkt. No. 24].

5. This Court also appointed Maria M. Yip, the Managing Partner of Yip Associates, as temporary receiver of the Receivership Entities with full powers of an equity receiver [Dkt. No. 12 at p. 22]. The Order directs and authorizes the Receiver to assume full control of the Receivership Entities and "[to] take exclusive custody, control, and possession of all Assets and Documents of, in the possession, custody, or under the control of, any Receivership Entity, wherever situated."

6. The following section of the Report describes the Receiver's efforts and preliminary assessments since her appointment on May 3, 2022. This Report contains preliminary observations and assessments which are subject to change as the Receiver conducts additional discovery, continues to investigate, and analyzes the affairs of the Receivership Entities.

II. RECEIVER'S IMPLEMENTATION OF THE RECEIVERSHIP ORDER

7. Upon her appointment the Receiver assembled her team with the retention of the following professionals.

- a. Katherine Donlon ("Counsel"), a partner with the law firm of Johnson, Cassidy, Newlon & DeCort as counsel to the Receiver.
- b. Yip Associates to serve as forensic accountants.
- c. E-Hounds, a computer forensics and data preservation firm, to secure control, preserve access to technology-based aspects of the Receivership Entities business, and provide computer forensic services, including the extraction and imaging of data from computer hard drives and workstations located in the Receivership Entities' offices.
- d. The Receiver retained K-Tek Systems to develop, host and maintain the Receivership Website.

A. <u>Takeover of Receivership Defendants' Office</u>

8. On May 4, 2022, the Receiver and her team, in coordination with the FTC and local law enforcement, executed her duties under the Order and took possession of the Defendants' Office.

9. The FTC identified two targets for the Immediate Access (1) an office located at 13245 Atlantic Blvd., Suite 4-307, Jacksonville, FL 32225 ("Main Target") and (2) LionShare Cowork space located at 13475 Atlantic Blvd Unit 8, Jacksonville, FL 32225 ("Secondary Target"). The Receiver entered both premises simultaneously and learned that the Defendants had moved from the Main Target approximately 2 to 3 weeks prior to the

Immediate Access and from the Secondary Target in September 2021. The Receiver made inquiries and obtained the current address at 14333 Beach Blvd, Unit 33, Jacksonville, FL 32250 (the "Office").

10. The Receiver's team found Michael Rando ("Michael Rando" or "Mr. Rando") at the Office and Valerie Rando ("Valerie Rando" or "Ms. Rando") appeared at the Offices sometime later. The Receiver was able to halt operations and take the necessary steps to seize, secure and preserve electronic and physical documents.

11. The Office is comprised of 10 offices, 14 cubicles, a game room, studio, lounge, storage room, locker room, pantry and kitchen (with large conference room table) as illustrated in the map below prepared by the FTC's investigator.



12. The Receivership Defendants kept the location of the Office a secret. Employees were required to sign a Physical Address Disclaimer, which was placed in the employees' personnel files. An example of such agreement is shown below:

Company Address Do NOT share our physical location address with CLIENTS. Our office is clandestine for the security and safety of our employees. It's an e-commerce business only. The only address that is available to the public is on our website and it is our post office box. I have read the above statement and I understand that it is my responsibility to comply. Employee's Signature

13. There were 20 employees⁴ of Prosperity Training Technology LLC ("Prosperity Training") including Mr. Rando and Ms. Rando, present at the Office at the time of the Immediate Access as reflected in the table below.

⁴ A man that identified himself as Michael Rando's uncle, Don, was seated at a table at the entrance during the Immediate Access. He stated that he was not an employee but was there as a security guard.

No.	Name	Position	Date of Hire
1	Susan Amato	Customer Support	4/20/2021
2	Dale Barashes	Sales Manager	4/18/2022
3	Brock Birtolo	General Manager	
4	Manuel Cabal	Sales Representative	5/2/2022
5	Jennifer Cerio	Digital Marketing Strategist / Recruiter	1/3/2022
6	Jamene Davis	Sales Representative	3/23/2022
7	Aaron Joyner	Sales Representative	12/6/2021
8	Jared Koerner	Sales Representative	6/17/2019
9	Eric McMillan	Sales Representative	4/13/2022
10	Alexander Peters II	Sales Representative	2/7/2022
11	Garry Pope	Sales Manager	4/8/2022
12	John C. Rando	Customer Support / Sales	1/1/2019 by First Coast Matchmakers DBA Wholesale Tradelines and 6/22/2021 by Prosperity Training Technology
13	Michael Rando	Owner and CEO	
14	Valerie Rando	Marketing Director	
15	Kareem Stokes	Sales Representative	3/31/2022
16	Michael Strain	Sales / Administrative Assistant	9/14/2020
17	Grace Timothy	Sales Representative	8/16/2021
18	Michael Vernon	Sales Representative	1/24/2022
19	LaQuan Washington	Sales Representative	1/24/2022
20	Ethan Wilson	Customer Support	12/28/2020

14. The Receiver asked each employee present to complete a sheet with their current contact information. The Receiver provided all employees with a printed copy of the TRO. The Receiver advised the employees that she and her team would be conducting a brief interview to obtain an understanding of the employee's time with the company and their role. Mr. Rando announced to the employees that he was going to provide them with a lawyer. The employees declined to be interviewed. The Receiver and her team supervised employees during the removal of their approved personal property.

15. According to Brock Birtolo, Prosperity Training utilized Paycor to process payroll. At the time of the Immediate Access, Mr. Birtolo provided the Receiver with a printout of the current employees which included six

additional employees not in attendance at the time of the Immediate Access as reflected in the table below. The last to names are corporate names for independent contractors. Millennial Visionaries is a third party that produces the YouTube content and according to Mr. Rando is owned by someone named Dewey but he did not know his last name. Mr. Rando testified that Sublime Botanica is a company owned by Dewey's fiancé and she handles the YouTube thumbnails. The work provided by Sublime Botanica is unclear at this time.

No.	Name	Position	Date of Hire
1	Juan Ballesteros (was on PTO)	Sales Representative	2/22/2022
2	Chelsea Ellis	Sales Representative	8/19/2019 by Wholesale Tradelines 2/28/2022 by Prosperity Training
			Technology LLC
3	Devon Kajy	Sales Representative	9/30/2019
4	Brandon Williams (Had Resigned)	Sales Representative	12/8/2021
5	Millennial Visionaries LLC (Registered agent is Howard Thompson per Sunbiz.org)	Marketing	9/26/2021
6	Sublime Botanica LLC (Registered agent is Elizabeth Lauzurique per Sunbiz.org)	Unknown	Unknown

16. The Receiver located employee files that were on-site for both current and former employees.

17. Valerie Rando was employed by Prosperity Training at the time of the Immediate Access. She worked in the marketing department on tasks related to e-mails, text marketing, analytics tracking performance, and oversaw social media postings. Ms. Rando appears on Prosperity Training documents as an active sales manager and on organizational charts as the Marketing Director of Prosperity Training. Ms. Rando was paid an annual salary of \$100,000 and worked for Prosperity Training five days a week⁵.

18. The Receiver found a merchant application dated April 16, 2020, in which Valerie Rando is listed as the contact and 100% owner of Prosperity Training.

19. On July 1, 2020, Ms. Rando emailed Isaac Cruz at SoTellUs stating:

"Hello. My old business closed. I opened a new business. Would we be able to waive the setup fee by deleting my old account? As it's no longer needed. Please let me know the best way to get my new account rocking and rolling ASAP. I called earlier and left a voicemail. Thank you"

20. Ms. Rando provides the information on her new company in her

response as follows:

"Hi Isaac thanks for your message. Below is the info as requested to get rocking and rolling. Let me know what else you need –

Credit Game University 904-420-7772 <u>support@creditgameu.com</u> <u>mikesingles@gmail.com</u> is a good username :)"

21. Based on a review of emails from Ms. Rando it is clear that she is

involved with the marketing of Prosperity Training's Inner Circle program.

⁵ Deposition of Valerie Rando, May 24, 2022 at 14:21-25.

22. Ms. Rando testified that she was a manager of First Coast Matchmakers when it was in the credit-consulting business⁶. Ms. Rando also testified that she was a manager in Wholesale Tradelines⁷.

Electronic Files and Logins Found On-Site

23. During the Immediate Access, the Receiver downloaded all available data from each computer. The PIN was provided by employees and the PIN was the same for every computer. The Receivership Defendants utilized Google Drive and the records on this cloud storage and sharing platform were saved. Many of the computers had their login credentials saved on Google Chrome and this allowed for other lists of passwords to be located. The Receiver saved all the available passwords and provided them to E-Hounds.

Documents Found On-Site

24. During the Immediate Access, the Receiver collected and took pictures of various documents, including employee sign-in sheets, scripts, handwritten notes, whiteboard messages that included task lists and goals.

25. Additionally, the Receiver found unopened mail in the Office. Specifically, the trash can of office BO3 contained 15 merchant notifications

⁶ Deposition of Valerie Rando, May 24, 2022 at 20:22-24.

⁷ Deposition of Valerie Rando, May 24, 2022 at 32:20-21.

for disputes for reasons including (a) cardholder disputes, (b) fraud card absent environment, (c) cancelled merchandise / services, (d) merchandise/services not received, and (e) no cardholder authorization. The cardholder disputes were against Merchant ending in #1323 for Prosperity Training Technology LLC.

26. During the Immediate Access, the Receiver collected documents such as scripts, documents outlining program offerings, pricing information, and form letters for eliminating debt.

Locks and Security System

27. The Receiver retained a locksmith who changed all exterior locks at the Office and opened locked cabinets for which keys could not be located. The Receiver and her Counsel have a copy of the keys. The Receiver advised the security company, SafeTouch of the TRO and changed the information for the Receiver.

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<u>Firearm</u>

28. While at the Office on May 6, 2022, the Receiver found a firearm case with ammunition located to the left of Mr. Rando's desk between the desk and the wall. The case had a printed label with the name Jared Martin Koerner. Mr. Koerner is a current employee of Prosperity Training hired on June 17, 2019



[INTENTIONALLY LEFT BLANK]

29. As a result, the Receiver looked thoroughly through Mr. Rando's office and discovered a firearm mounted to his desk as reflected in the photograph below.



30. The Receiver immediately contacted the Jacksonville Sheriff's Office and an officer arrived promptly. The Receiver escorted the officer to Mr. Rando's office and pointed to the mounted firearm under his desk. The officer took possession of the firearm and the firearm case and provided a Signature

Form (CCR:264813) for the property removed from the premises. The officer noted that the firearm was a Glock 43/ AGDV152.

B. <u>Securing Off-Site Locations</u>

Storage Unit

31. The Receiver found unopened mail including a Preliminary Lien Notice dated April 23, 2022, in the trash can of office BO2 for a storage unit at Atlantic Self Storage located at 13660 Atlantic Blvd, Jacksonville, FL 32225, Unit Number 1303, in the name of Michael Rando.

32. The Receiver visited the storage unit and informed the property manager of the TRO. After Receiver's Counsel spoke with the Atlantic Self Storage corporate office, the Receiver was granted access to the unit which contained some business records, office supplies and furniture.

Securing UPS Mailboxes

- 33. The Defendants used at least four UPS mailboxes:
 - a. 1015 Atlantic Boulevard, Unit 86, Atlantic Beach, FL 32233 –
 Financial Consulting Management Group, LLC
 - b. 13245 Atlantic Boulevard, Suite 4-307, Jacksonville, FL 32225
 First Coast Matchmakers Inc. and First Coast Matchmakers, LLC

- c. 14286 Beach Boulevard, 19-190, Jacksonville, FL 32250 Digital Business Scaling, LLC
- d. 14286 Beach Boulevard, Suite 19-207, Jacksonville, FL 32250
 Prosperity Training Technology, LLC

34. The Receiver visited each of these UPS stores, advised personnel of the TRO and removed the Defendants' access from the mailboxes. The Receiver was advised that 14286 Beach Boulevard, 19-190, had been closed.

35. The Receiver has been in communication with the UPS stores and has coordinated the forwarding of mail to her office. One of the four mailboxes was closed; therefore mail is being forwarded from three mailboxes.

C. Implementing Asset Freeze / Turnover and Preservation Letters

36. In addition to the turnover and preservation letters sent by the FTC, the Receiver sent 20 turnover and preservation letters to the following individuals and entities regarding the business and financial affairs of the Defendants:

[INTENTIONALLY LEFT BLANK]

Name	
Authorize.net	
Atlantic Self Storage Coconut	
Atlantic Self Storage Ash Properties	
Cash App	
Chargebacks911	
Charles Schwab	
Chime	
Fifth Third Bank	
Goat Payments	
Maverick	
Navy Federal Credit Union	
NovaTech	
Retail Ecommerce Ventures	
Truist Bank	
TYSY Payment Solutions	
UPSAtlantic Beach, FL	
UPSJacksonville, FL	
Venmo	
Vystar Credit Union	
Webull Financial	

D. Data Preservation

37. As mentioned previously, the Receiver retained E-Hounds to provide computer forensics, data preservation, and electronic discovery services. E-Hounds has made significant progress securing accounts and preserving data. A report of the work performed to date and open items is attached to this Report as Exhibit 1.

Emails

38. E-Hounds has successfully secured at least eight Gmail accounts and has performed or is in the process of completing a full forensic backup of each of these secured accounts. There are other Gmail accounts, including Mr. Rando's and Valerie Rando's Gmail accounts, that E-Hounds has been unable to access due to the Defendants' refusal to provide access credentials. The Receiver understands that the Court has ordered Mr. Rando and Valerie Rando, to turn over their credentials for the emails <u>mikesingles@gmail.com</u> and <u>val.10xlife@gmail.com</u>, respectively, but as of the date of this Report, Defendants have failed to comply, invoking the Fifth Amendment. This issue is currently before the Court.

39. E-Hounds has successfully secured at least 15 known Microsoft 365 email accounts associated with the creditgameu.com and talkwithunclemike.com accounts and has made full forensic backups of them. There are likely additional emails in other Microsoft 365 accounts for which the Receiver does not currently have login credentials, including: elitedeletions.com and prosperitytrainingtechnology.com.

YouTube and Social Media

40. The Receivership Entities utilized various social media platforms to market to consumers and employees. The accounts used include YouTube, Instagram, LinkedIn, TikTok, Vimeo, Soundcloud, Twitter, LinkTree, Pinterest, Wordpress, Indeed, and UpWork. E-Hounds was provided multiple spreadsheets that contained login information for various Social Media sites. The data preservation team has been able to secure several social media sites including TikTok, OnlyFans, and Twitter. However, there are several social

media site accounts including Facebook, Instagram, and LinkedIn, which have not yet been secured due to the Defendants' failure to provide access credentials. These accounts will be preserved and redirected to the Receiver's website once access is provided.

41. The Receiver discovered a new Instagram account @the_credit_game_ with a first post dated May 10, 2022 and 27 posts on May 11, 2022 a week after the TRO. As of June 9, 2022, Instagram stories are still being posted to this Instagram account. It is unclear who is maintaining this Instagram account. The main Instagram account @the_credit_game will be removed once the Defendants provide access.

42. The Receiver was able to locate two YouTube channels that contained videos relating to "The Credit Game". The primary YouTube account was associated with <u>firstcoastfm@gmail.com</u>, and is a monetized account, meaning the creator/owner generated income from the account. The secondary account was associated with <u>creditgamemike@gmail.com</u>, and was not monetized. The Receiver's data preservation team was able to take the primary account offline, and for the secondary account, all content has been archived and is not accessible to any user. Further, the Receiver's information has been updated in the About Us section with a link to the Receiver's website <u>www.creditgamereceivership.com</u>.

<u>Websites</u>

43. Two GoDaddy accounts have been secured and the creditgameu.com website has been redirected to the Receiver's website. However, there are additional domains that E-Hounds has been unable to secure due to access issues. These are being investigated by the Receiver.

<u>Ring Central</u>

44. Ring Central provides Voice Over IP (VOIP) telephone services for The Credit Game. There is currently a total of 24 users in Ring Central. The Receiver secured the Ring Central account during the Immediate Access and has provided the credentials to E-Hounds for further analysis. E-Hounds has exported audio transcripts for a variety of days for the Receiver to analyze. Ring Central currently stores historical data including audio transcripts on each of the users' accounts/telephone numbers. The calls through Ring Central have been redirected to the Receiver.

<u>ClickFunnels</u>

45. ClickFunnels is a cloud-based service that allows clients to quickly build lead generating and sales funnel websites. E-Hounds was able to secure this account and disabled all "ClickFunnels" associated with this account.

Other 3rd Party Data

46. DocuSign was the primary service that The Credit Game used for engaging their clients. The known DocuSign accounts have been secured and the Receiver has access to these documents for further review.

47. Dropbox is a cloud-based storage service. E-Hounds was able to secure the known Dropbox account for Prosperity Training Technology.

48. E-Hounds was also able to secure the online QuickBooks account for The Credit Game.

Computers/Hard Drives/Mobile Phones/Tablets

49. E-Hounds has preserved two laptops and one computer provided by the Receiver. E-Hounds received an Apricorn Encrypted Hard Drive on May 31, 2022, from the Federal Trade Commission (FTC) containing various images of computers and hard drives that were imaged by the FTC's forensic team during the Immediate Access. E-Hounds has extracted all the user data from these images and has uploaded this data to the E-Discovery review platform. E-Hounds has not been provided access to the Defendants' cellphones or Mr. Rando's personal computer to date.

E. Receiver's Website and Customer Inquiries

50. The Receiver has established an informational website that acts as a portal for customers and other interested parties to receive current

information about the progress of the Receivership, including significant actions, Court filings, and other items that might be of interest to the public. The website can be accessed at <u>https://creditgamereceivership.com</u>. Additionally, the Receiver activated an e-mail (<u>receiver@yipcpa.com</u>) and provided a telephone number, (305) 787-3750, for interested parties to communicate directly with the Receiver.

51. The Receiver redirected the Receivership Defendants' main website to the Receivership Website. As of the date of this Report, the Receiver has received more than 200 registration form emails and numerous calls from interested parties including former employees and customers.

F. Understanding Credit Game's Program Offerings & Guarantees

52. As of the date of the Immediate Access, Credit Game University appeared to be offering, at least, three programs to consumers based on a document titled "Program Details Associates 3.0 vs. Masters 3.0 vs. Doctorate" found at the desks of sales representatives and in various offices. Supporting documentation is attached as Exhibit 2. The Receiver found pricing for the Associates 3.0 and the Masters 3.0 programs in most of the sales representatives' cubicles. The documentation collected showed that Credit Game University charged \$2,000 and \$4,000 for these programs, respectively. Other documentation found during the Immediate Access showed that the

Doctorate program was priced at \$20,000 which would be reduced to \$15,000 on occasion.

- PROGRAM DETAILS Associate 3.0 vs. Masters 3.0 vs. Doctorate ASSOCIATES 3.0 MASTERS 3.0 DOCTORATE (Full Associates 3.0 PLUS) (Full Masters 3.0 PLUS) VIP Vendors 2 Weekly Coaching ٠ Business Funding & Calls Tradeline, Vendor 75% Off Tradelines ۵ 6:00 EST × (Competitor Pricing) 4 Weekly Coaching ٠ Monday & Wednesday Calls 1 Weekly Coaching ۵ 6:00 EST Call Digital deletion Monday, 6:00 EST × method Wednesday, Wednesday & Friday ÷. Identity theft strategy How to get approved Mastermind Q & A for credit cards How to 3X credit ٠ every Monday with without using SSN limits Mike 8:00 EST Master Secret Strategies to ٠ Lenders List Monday maintain your score 500 + hours of ٠ Removing Repos ٠ How to remove items videos from your report by Step by Step Mastermind paying them (exact Removal Scripts building personal verbiage) and business credit 14 Day Deletion FICO 10T breakdown ۰ Method How to build ۰ How to build kids' business and 72 Hour Inquiry credit business credit Removal from the ground up Misconceptions of ٠ Bi-Weekly Live Calls credit Business Credit Debt Consolidation Card and Funding 1st Time ٠ Tips & Tricks Homebuyers / Auto Stacking Credit Refinance Hacks Cards Essential Steps for Student Loan **Business Primaries** ۵ Business Credit Removal and Quick Funding Cards Auto Loans Bankruptcy Removal ٠ Travel Hacking ۵
- 53. The programs were described as follows:

54. The Receiver found handwritten notes and other documents during the Immediate Access, demonstrating that, sales representatives were representing that for certain programs, negative inquires "come off in 72 hours," and for other, more expensive programs, "we can fix everything you have going on."⁸ Below is an image of the hand written note:

55. The Receiver found documentation detailing six additional programs offered by Credit Game University as well as their prices, which ranged from \$2,000 to \$6,000.⁹ Supporting documentation is attached as Exhibit 3. The programs were titled: Associates Edition, Bachelors Edition, Elite Edition, PhD Edition, Platinum/Lambo Edition, and Masters Edition, as shown below:

⁸ On-Site scan from Pit-3.

⁹ Based on the metadata, the document was last edited on 5/26/21. This pricing information could have been subsequently updated.



 Masters Edition - Complete blueprint on how Mike created an 8-figure credit repair/tradeline, business Cost: Regular Price: \$6000 YOUR PRICE TODAY: \$5000 Personal Touch Doctorate Edition comes with: Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 45 days. Vendor guarantees 70% or more of the negative items will be removed 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit. Vendor Access to 50-75% off Authorized Tradelines (Based on competitor pricing) Vendor Access to Business Tradelines and Business Funding 5. Mastermind Edition - Individualized coaching with Mike for 6 months (24 weeks) every Monday 6. Masters Edition - Complete blueprint on how Mike created an 8-figure credit repair/tradeline, business 7. Automation Edition - We'll teach you on how to automate your business from A-Z. Also how to make \$10K/month in 21 days 8. 1 hour of 1-on-1 coaching with Mike, CEO of The Credit Game 9. Access to Q&A session with Mike on the 15th of every month

56. As shown above, all the programs included, "credit report services," purported to be completed by a preferred third-party vendor, guaranteeing results, "under 90 days," and "under 45 days." Additionally, all programs guaranteed, "70% or more of the negative items will be removed." Based on information learned to date, the third-party vendor was Elite Deletions, which is a d/b/a of Credit Game. However, customers were led to believe that this was a third party "preferred vendor." In fact, Mr. Rando testified that his mother, Deborah Rando was an "independent contractor" for Elite Deletions, and upon being questioned what his mother's role was with Elite Deletions, he affirmed that credit repair customers would have an initial consultation with her.¹⁰

¹⁰ Deposition of Michael Shawn Rando, May 24, 2022 at 84:6-17.

57. A third document titled "Pricing and Descriptions"¹¹ was also found by the Receiver and is attached as Exhibit 4. This document contained three programs: the Associate's Edition, the Master's Edition, and the Inner Circle Doctorate. The pricing for these programs ranged from \$1,500 to \$20,000, and were described as follows:



¹¹ Page 2 of PIT 7 - Pricing and Description of Programs.pdf.

58. For example, the Master's Edition, priced at \$3,000 guaranteed a, "14 day deletion process for extremely fast removal of negatives." Additionally, this program offered a "complete blueprint on how Mike created an 8-figure credit repair/tradeline business." The Inner Circle Doctorate, priced at \$20,000, included all services offered in the Associates and the Master's programs, in addition to other services, and was specifically marketed as a program for:

...individuals trying to open, build, scale automate, and grow their business or learn how to master everything credit and business related." [Emphasis added].

Inner Circle Business Opportunity

59. Credit Game University created an "Inner Circle" business opportunity which was provided to customers at a substantially higher amount. For some members, the program required a recurring, monthly payment. The Receiver learned that the Inner Circle program had various names, including: Inner Circle, Inner Circle Edition, Inner Circle Doctorate, Inner Circle Doctorate Edition, Personal Touch Doctorate, and Diamond Edition. Based on the information gathered, the Receiver noted that many Inner Circle members purchased a lower tier program (i.e. Associate's or Master's program) and were subsequently upsold to the Inner Circle program, with a new agreement and higher payment.

60. Based on the information gathered, Credit Game University's price for the Inner Circle membership ranged between \$3,000 and \$30,000, but consumers often paid between \$10,000 and 20,000.12Supporting documentation is attached as Exhibit 5. At the time of the Immediate Access, Credit Game University appeared to be charging approximately \$20,000 for the Inner Circle.¹³

61. Customers who upgraded usually received credits for monies already paid while they were enrolled in the lower tier(s) programs offered by Credit Game University. The Receiver noted that some Inner Circle customers were on a payment plan of a monthly fee of \$997, \$1,000, or \$2,000, on average, for a six-month period.¹⁴

62. Additionally, the Receiver identified several instances where Credit Game University charged between \$595 and \$3,000 for a 20- or 30minute consultation with Mr. Rando.¹⁵ This fee was in addition to the program's cost which consumers had already incurred.

63. Credit Game University also had a similar program known as the Mastermind Edition that appeared to be a predecessor to the Inner Circle program. In a contract of an Inner Circle member, dated January 15, 2021,

¹² Inner Circle Samples of Price Range.pdf. Sample contracts are attached as Exhibit 5. ¹³ Page 2 of PIT 3-1.pdf.

¹⁴ Inner Circle Monthly Plan Samples.pdf. Sample contracts are attached as Exhibit 6.

¹⁵ Inner Circle Consultation Agreement Samples.pdf. Sample contracts are attached as Exhibit 7.
Credit Game University charged the customer \$1,897 at the time of the agreement and required a \$1,897 monthly payment for six months for the Mastermind Edition.¹⁶ Based on the information learned to date, it seems that the Mastermind Edition was transitioned to become a feature of the Master's and Inner Circle Doctorate Editions.¹⁷ This feature included a weekly Mastermind meeting and individualized coaching with Mr. Rando for 24 weeks.

64. The Receiver identified support for two Inner Circle Doctorate programs that appeared to be the current versions offered by Credit Game.¹⁸ The documentation for both programs indicates that the programs include all features contained in the Associate's and Master's programs. It further states that the program, "is meant for individuals trying to open, build, scale, automate, and grow their business or learn how to master everything business and credit related".¹⁹

65. By way of example, the Receiver identified documentation that described the Inner Circle Doctorate program²⁰, priced at \$20,000; as follows:

¹⁶ Docusign Mastermind Agreement.pdf.

¹⁷ "Pricing and Descriptions" is attached as Exhibit 4 and "Program Details Associates 3.0 vs. Masters 3.0 vs. Doctorate" is attached as Exhibit 2.

¹⁸ "Pricing and Descriptions" is attached as Exhibit 4 and "Program Details Associates 3.0 vs. Masters 3.0 vs. Doctorate" is attached as Exhibit 2.

¹⁹ Page 2 of PIT 7 - Pricing and Description of Programs.pdf.

²⁰ Page 2 of PIT 7 - Pricing and Description of Programs.pdf.

a. Approximately 25 Coaching calls per month in an intimate setting of less than 10 people that included the following:

- Weekly calls with the Marketing Team
- Weekly calls with the GM for Operations, Backend Systems, and Sales
- Weekly calls with Mr. Rando for high level ownership tactics and scaling
- Monthly call with a group of like-minded business owners
- Twice weekly calls for negative removal and person credit building coaching
- Weekly Mastermind call
- Monthly Q&A session

b. Access to the Automation Edition: How to automate your business to make money while you're sleeping and have your leads pay for themselves

- c. Live Event Ticket (\$5,000)
- d. Access to any and all future programs

e. Mr. Rando's personal contact information and 24/7 direct access.

66. Documentation for another Doctorate Edition²¹, which is likely a

part of the Inner Circle business opportunity, indicated that the program

included the following listed items, in addition to the features of the Associate's

and Master's Editions:

- a. Business funding & tradeline vendor;
- b. 4 weekly coaching calls;
- c. Mastermind Q&A every Monday with Mike;

²¹ Page 3 of PIT 7 - Pricing and Description of Programs.pdf.

- d. 500+ hours of videos Mastermind building personal and business credit;
- e. How to build business and business credit from the ground up;
- f. Business credit card and funding tips & tricks; and
- g. Essential steps for business primaries and quick funding.
- G. <u>Tradelines Offering</u>

67. The Receiver identified a spreadsheet titled "Ethan_s Tradelines" on an employee's computer.²² This spreadsheet contained information on tradelines²³ for credit cards through Barclay, Bank of America, Capital One, CitiBank, Compass, Discover, EF Bank, and PNC Bank. The spreadsheet included the cardholders' name, date of birth, social security number, broker name, card limit, and account age. Additionally, the spreadsheet tracked whether the cardholder was paid, when they were paid, and how much they were paid.

68. The Receiver discovered another document titled, "Tradelines List",²⁴ which contains a list of tradelines that Credit Game University sold. In the notes column, for some of the AMEX tradelines, Credit Game noted that, "Amex does not report age, this is great for balancing utilization and adding accounts to strengthen file."

²² Ethan_s Tradelines.xslx.

²³ A tradeline is any credit account that is reported on a consumer's credit report.

²⁴ Tradelines list.pdf.

69. Credit Game University also had a "New Card Intake Form"²⁵ for acquiring additional tradelines. The form included quality control measures to ensure the tradeline was added to Credit Game's website, tradeline inventory list, and distribution list. The quality control measures included actions taken by "Val," which indicated that Valerie Rando was overseeing the tradeline intake process.

H. <u>Consumer Outreach and Marketing Strategy</u>

70. The Receiver identified a document titled "Marketing Strategy Planning". This document outlined how Credit Game University generally operated, its marketing activities and strategies, resources to use, and related projects. In this document, Credit Game University is described as a Businessto-Consumer company where, "sales take place inbound over the phone."²⁶

71. Review of the Credit Game's Marketing Strategy Planning document indicated that the company used various marketing methods and platforms to reach potential customers. Credit Game's marketing strategy included, among others:

- a. sending daily marketing emails and texts;
- b. use of social media advertisements;
- c. use of paid search engine advertisements (Google and Bing ads);

²⁵ Page 3 of New Card Intake Form.pdf.

²⁶ Marketing Strategy Planning.pdf.

- d. use of display advertisements on various popular sites such as Amazon and PornHub;
- e. search engine optimization;
- f. podcast appearances;
- g. use of social media content (i.e., "organic content") including YouTube, Instagram, Twitter, Pinterest, TikTok, Facebook, and others, and;
- h. use of affiliate marketing such as drip campaigns, email lists.

72. The Receiver also observed that the sales representatives often had various handwritten notes about consumers on their desks and appeared to have been attempting to generate leads from potential or current customers who called Credit Game University.

73. Credit Game University used YouTube as its primary content creation platform. Credit Game University also utilized Instagram, Facebook, LinkedIn, Twitter, Pinterest, Snapchat, TikTok, and Reddit for posting content or advertisements and interacting with potential customers.

74. Based on the information obtained, the Receiver identified multiple instances of deceptive marketing claims. For example, in what appears to be the script for a YouTube video titled "Super Boost Your Credit Score 100 Points in 2 days" posted on April 19, 2022, Mr. Rando discusses utilizing tradelines and removing inquiries. Mr. Rando claims that he can help remove hard inquiries and raise the consumer's credit score up to 100 points in 3 days or less.²⁷ The Receiver was told by a current sales representative that he was told to tell the customers that "they would be in the 800 club in a matter of weeks" referring to credit scores.

Consumer Communications and Sales Scripts

75. Based on the documents reviewed, Credit Game had an established system to offer and sell their programs to consumers. The company had processes in place to pitch and close on incoming and outgoing sales calls, as well as lead generation.

76. When a potential customer called Credit Game University, they would be added to a queue and then be assigned a sales representative. The sales representative would follow a script that required saying certain phrases and upselling.

77. The Receiver identified several scripts throughout the offices and cubicles. These scripts provided a guide to sales representatives on how to handle a sales call. Further, the scripts outlined items such as: 1) key phrases to say and actions to take, 2) how to leave a voicemail, 3) required customer information to gather for sales processing, 4) rebuttals in response to customer objections and excuses, and 5) follow-up steps in the event that a sale was not

²⁷ Transcript_ Super Boost Your Credit Score 100 Points in 2 Days

closed. Additionally, the Receiver found scripts for customer service issues and complaints.

78. The Receiver found documents indicating that Credit Game had established requirements for the sales calls, as follows:



79. At the time of the Immediate Access, the Receiver observed that each sales representative had at their desk, or within close proximity of their desk, 1) a script; 2) the four required key phrases to say and actions to take; 3) a summary of the Associate's 3.0, Master's 3.0, and Doctorate programs; and 4) the pricing information of the Associate's 3.0 and Master's 3.0 programs.

Inbound Sales Calls

80. Credit Game University used the Call Central software for their sales calls. The software had a queue system for inbound calls. A customer in the queue would be directed to a sales representative. The sales representative who received a call from the queue would proceed with the following two-page script²⁸:

 $^{^{28}}$ Pages 7 and 8 of PIT 9 R - 1 - Objection Rebuttals, Scripts, Interest Rate difference based on FICO Scores.pdf.

Hi, this is with The Credit Game University.			
What information can I get for you today?			
Client: "How much is it?			
Sales Rep: "We have 3 programs. I'd like to get you the price of our most popular			
program and also the price on Let me get to know you a little better so we can determine which program is going to be the best fit for you. Is that fair enough?"			
1. "Before we figure out what's going on with your credit, I want to make sure			
I ask you a few questions to make sure it's a good fit for both of us. So			
(first name), let me ask you this - is there a husband, wife, business			
partner, or anybody else who needs to be on this call?"			
RECAP: "Just so we're clear: I don't want to waste your timeI don't want			
to get to the end of our conversation to find out there needs to be a			
husband, wife, a business partner who needs to be a part of this conversation so you can make a financial decision."			
conversation so you can make a mancial decision.			
1. "You're the only one who needs to be on this call, right?"			
(Get your client to agree)			
Great!			
So(Deeper Questions)			
1. What kind of negatives do you have reporting?			
2. What's your credit score?			
a. Ouch! Oof! (Tonality)			
a. Ouch! Oof! (Tonality)3. How many Credit Cards do you have?			
a. Ouch! Oof! (Tonality)3. How many Credit Cards do you have?a. What are the limits?			
 a. Ouch! Oof! (Tonality) 3. How many Credit Cards do you have? a. What are the limits? b. Utilization issues? 			
a. Ouch! Oof! (Tonality)3. How many Credit Cards do you have?a. What are the limits?			
 a. Ouch! Oof! (Tonality) 3. How many Credit Cards do you have? a. What are the limits? b. Utilization issues? c. What are your balances? 			
 a. Ouch! Oof! (Tonality) 3. How many Credit Cards do you have? a. What are the limits? b. Utilization issues? c. What are your balances? i. Highest & Lowest 4. What do you do for work and what is your annual income? 5. What are you trying to that is stopping you from doing? 			
 a. Ouch! Oof! (Tonality) 3. How many Credit Cards do you have? a. What are the limits? b. Utilization issues? c. What are your balances? i. Highest & Lowest 4. What do you do for work and what is your annual income? 			

c. Why? 6. How does that feel that you can't do because of a 3 digit number? a. Relate: "I hated that too" b. "I've got a perfect solution for you - check this out..." Based on our conversation so far, I'm going to recommend our most popular program; Edition. The And here's why... 1. Build value directly related to their goals 2. Don't over-explain facts and benefits a. Hole in the wall analogy RECAP: So again you're going to get: is normally \$_____ but, TODAY ONLY, there is a _____ discount on all The courses. So instead of paying \$_____, you are only going to pay \$_____. Let's go ahead and get your profile started. How do I spell your first name ...

81. It is clear from the language in the sales scripts that sales representatives were asking credit related questions, such as "what kind of negatives do you have reporting?" and inquiring about potential customer's credit scores, followed-up with a recommendation to purchase one of Credit Game's programs.

Outbound Sales Calls

82. The sales representatives used the following script²⁹ for outbound sales calls:

Hi, this is _____ with the Credit University.

²⁹ Outbound Sales Script.docx (Last updated May 3, 2022)

The Reason for my call today is to find out if we can help with any personal business card issues.

To be sure I made the best use of your time, let me ask you:

- Are <u>you currently having issues getting</u> <u>approved for anything based off of your</u> <u>credit</u>?
 - If yes: Perfect, <u>we actually specialize in</u> <u>that!</u> (Short explanation of benefits & examples of results previous clients have seen).
- Are you currently having any money issues associated with ____ (problem)?
- If you were able to see even half of what I told you, how much would that be worth to you?
- Other than yourself, who would be involved with this decision?

Perfect!

So tell me what's going on with your credit...

83. Again, on outbound calls, the sales representatives expressly represented to potential customers that if a customer was having issues with getting approved for anything because of their credit, the sales representatives would lead the customer to believe that this was "perfect" because Credit Game, "<u>actually specialize[s] in that</u>."

84. If the customer assured that they did not need to consult someone else, it appeared that the sales representative would transition to the inbound sales script noted above starting at the section of "deeper questions."

Follow-Up Process

85. The Receiver identified a document detailing the follow-up process to sales calls.³⁰ According to the documentation gathered, after the initial discussion, the sales representative was required to send a text message to the potential consumer prior to the end of the initial sales call and would subsequently contact the potential customer over a period of approximately 11 days, as shown below.

³⁰ Page 11 of PIT 3 - Scripts and Program Details.pdf.



After Quoted Day 11: Hey first name, are you there?

I. Enrollment Process

Payment Processing

86. Based on the documents reviewed by the Receiver, Credit Game collected payment for the programs sold prior to rendering the services, or prior to attaining results on the promises made to consumers. A pricing chart for the Associates and Masters Programs located at each of the sales representatives' cubicle³¹ indicated the current costs of the programs, the monthly payments, and the amount due on the date of purchase if the payment plan option was chosen. This chart demonstrates that, if not paid in full, approximately 10% of the program's cost had to be paid at the time of the sale.

Program & Cost	18 Months	Today's Payment
Associates \$2000	\$134.90	\$181.95
Masters \$4000	\$270.47	\$321.58

87. As will be further discussed in later sections of this Report, the Receiver determined that Credit Game University was accepting payments via Zelle, Paypal, CashApp, Venmo, Authorize.net, Keap, Denefits, Goat Payments, and Square. In a document found on an employee's computer titled "Acceptable Payment Methods", the Receiver noted that this document instructed employees to split payments over \$10,000 into two separate payments.³² It also instructed that all digital payment methods needed to be confirmed with management prior to clients being granted access to their platform and vendors. Notably, it specifically instructed that those digital payments should never have "Credit Repair" listed in the memo field.

³¹ Page 7 of PIT 3 - Scripts and Program Details.pdf.

 $^{^{\}rm 32}$ Payment Methods.docx (Last updated 2/11/22).

J. Consumer Agreements through DocuSign

88. At some point customers were required to sign an agreement with Credit Game University through DocuSign. The agreement was titled "Prosperity Training Technology LLC Receipt & Agreement."³³ The agreement would indicate whether the purchase was to be paid in full, through multiple payments, or through monthly financing.

89. The Receivership Defendants utilized DocuSign for electronic agreement signatures. The Receiver preserved the data from this cloud-based service. Credit Game University's DocuSign account contained at least 2,000 completed agreements with customers. The agreement included clauses related to trademarks, legally binding terms, indemnification, arbitration, refund and cancellation policy, jurisdiction, severability, binding policy, and disclaimer of guarantee or warranty.

90. The refund and cancellation policy in the Consumer Agreement states,³⁴

<u>All digital products</u> are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the

³³ Docusign Agreement.docx (Last updated 6/7/21).

³⁴ Kose DocuSign Agreement 5.2.22.pdf.

next recurring billing date will result in the Student being responsible for recurring charge.

91. Further, at the end of the agreement in large, red font; the agreements state:

The Credit Game University does not provide any credit repair services. Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

92. Notwithstanding this language, according to a current sales representative once the customer was agreeing to the purchase, he would email them the DocuSign and tell them to sign it while they were on the telephone, and they did not go over the disclosures. the programs offered and the sales scripts used by Credit Game led potential customers to believe that the Credit Game would provide "credit repair services," the Company included language in its contract that the services provided were educational. However, this is inconsistent with the representations made to customers.

93. For example, the Receiver noted that the descriptions of the programs offered to customers included language which, guaranteed that, "70% or more of the negative items will be removed;" however, the language on the Consumer Agreement seemed to contradict the promises made, as follows:³⁵

The Preferred Vendor guarantees you will get <u>**Results**</u> in the specified time frame <u>**NOT**</u> **<u>COMPLETION</u>** in said

³⁵ Bavcevic Docusign Agreement 8.24.21.pdf.

timeframe. Completion varies per individual. It is not possible to predict completion dates.

94. Additionally, some contracts contained an additional paragraph in the disclaimer of guarantee or warranty section. This addition included language about receiving services from a third-party vendor for credit repair services. It included an agreement to pay a fee of \$99 or \$199 via Cash App or Credit Card directly to the vendor. The customer was required to provide their login credentials to Prosperity Training Technology LLC. The agreements indicated that the third-party vendor was Elite Deletion Service. The agreement fails to disclose its relationship to Prosperity Training Technology LLC and Credit Game University.

95. Finally, customers were also required to have a current and paid IdentityIQ³⁶ account (to monitor the credit) for the duration of the credit repair timeframe. This would carry an additional cost to the consumer between \$19.99 and \$29.99 per month. Prosperity Training would receive a referral fee from IdentityIQ.

K. Understanding Credit Game's Credit Report Manipulation

Credit Report Bureaus - 24 Hour Express Inquiry Removal/Deletion

³⁶ IdentityIQ is an identity theft protection and monitoring company. See IdentityIQ _ Identity Theft and Credit Protection.pdf.

96. The Receiver located an educational document produced by Credit Game University titled "3 Bureau 24 Hour Express Inquiry Removal/Deletion".³⁷ This document provides a step by step guide on calling each of the credit bureaus.

97. The document *instructs* consumers to call the bureaus and "to save time tell them you [were] already on the phone with the Fraud Department but got disconnected and would like to be transferred back." Once the consumer is connected with the fraud department, they are instructed to,

Say that you noticed unauthorized inquiries on your report or you noticed someone applied for something in your name. Make them aware that according to the FCRA (Fair Credit Reporting Act); legally theses unverified and unauthorized items must be removed!

98. The document further instructs,

If they ask you about submitting a FTC/police report on these accounts, say you have already done this. If they ask if you have contacted the original creditors, say you have already done this. If at some point they ask for your FTC report [number] or refuse to remove them until they have the FTC report hang up and call back, this method's success is based on company policies, but others won't be and those are the ones who will be getting us our removals. So you may have to call the bureaus multiple times to get the right person. They may place you on hold, DO NOT PANIC! When the rep returns they will say something along the lines of we will investigate and it may take up to 30 days to complete. However, typically the following business day all of the inquiries you asked to be deleted should be deleted. Max 72 hours.

³⁷ CGU Express Inquiry Removal training.pdf.

Staging Your Report Process

99. An educational document produced by Credit Game University

titled "Staging Your Report Process"³⁸ instructs the customer to,

Opt out of secondary credit reporting companies to remove their services and suppress their report so they will not report to companies on your behalf. You do not want them reporting behind the scenes information while you are disputing negative accounts. You do not want TransUnion, Equifax, and Experian to have information to verify your accounts.

100. The document lists the secondary reporting companies and their contact information. It further states, "It allows you to challenge the validity of the accounts on your credit [report]. You are asking the companies to verify all of the accounts on your account are valid."

Form Letters to Credit Bureaus Claiming Identity Theft

101. The Receiver located several form letters provided by Credit Game University to consumers to dispute credit inquiries and negative credit history.³⁹ For example, in one form letter that Credit Game University provided to consumers, they provided a template for the consumer to claim they were an identity theft victim, as follows:

³⁸ CGU Staging Your Report Process training.pdf.

³⁹ Inquiry_Removal_1st_Letter.pdf.



102. In addition, the Receiver identified two form letters that Credit Game University was using and providing to consumers to dispute the legitimacy of a repossession on the consumer's credit history.⁴⁰

103. Finally, the Receiver identified a three-page form letter that

Credit Game University was using and providing to consumers to dispute

⁴⁰ Repo Letter One.pdf. Repo Letter Two.pdf.

credit history based on the terms of the CARES Act.⁴¹



L. Receiver's Review of Consumer Complaints

104. Credit Game and Elite Deletions have an F rating on the Better Business Bureau ("BBB"). The Receiver located an internally prepared Excel spreadsheet which tracks BBB complaints and responses,⁴² (the "BBB correspondence tracker"). The BBB correspondence tracker listed 46 complaints for the Credit Game, 10 for Elite Deletions and 2 for other regulatory agencies during the 5-month period from April through August 2021.⁴³ Certain notes within the BBB correspondence tracker indicated "Mike" and "BB" were reviewing the complaints and approving the responses. Mike

⁴¹ Covid Letter.docx.pdf.

⁴² BBB Correspondence.xslx.

⁴³ BBB Corespondence.xlsx.

and BB are believed to be Mr. Rando and Brock Birtolo. The BBB correspondence tracker further indicated that a third-party vendor was providing services and indicated that this third party was Elite Deletions. By way of example, the notes within the BBB correspondence tracker included responses to the BBB which indicated that, "Credit Game University *solely* provides educational content. Any services are provided by third-party vendors. If the client has any issues with the Third Party Vendor then they need to reach out to the Third Party Vendor directly."⁴⁴ In their responses they indicated that, "Credit Game University does not provide any services... [only] educational content."⁴⁵ Yet, customers believed that they purchased a product that would repair their credit, not *solely* provide educational content.⁴⁶

[INTENTIONALLY LEFT BLANK]

Credit Game Complaints

105. As previously mentioned, the Credit Game has an F rating and a
3.67 out of 5-star rating on the BBB.⁴⁷ As of the date of this Report, Credit

⁴⁴ See, e.g. Chris Guebert complaint filed May 14, 2021.

⁴⁵ See, e.g. Tammie Fontayne complaint filed June 1, 2021.

⁴⁶ See for example Chris Guebert complaint filed May 14, 2021. See for example Tammie Fontayne complaint filed June 1, 2021.

⁴⁷<u>https://www.bbb.org/us/fl/jacksonville-beach/profile/debt-relief-education/the-credit-game-0403-235996405</u>, accessed June 7, 2022.

Game had 123 complaints that had been filed online in the previous three years. Based on the BBB's online records,⁴⁸ the complaints related to the following:

- a. Three (3) complaints related to advertising/sales issues;
- b. Eight (8) complaints related to billing/collection issues;
- c. Three (3) complaints related to guarantee/warranty issues; and
- d. One hundred nine (109) complaints related to problems with product/service.

106. The Receiver located an internally prepared document entitled

"BBB Canned Responses." a script being used by the Defendants to respond to the complaints. This document contained four different scripted responses used by the Defendants, which is attached as Exhibit 8.

107. The primary response used by the Credit Game was a version of the following:

This is Credit Game University's (CGU) formal response to XXXXX XXXXXX Complaint with the Better Business Bureau. Credit Game University (CGU) does not provide any services, Credit Game University (CGU) solely provides educational content.

The client made a purchase on X/XX/XX in the amount of XXXX.XX for the XXXX Edition, an online Credit Education Platform. XXXXX XXXXXX was given access to the purchased education immediately on X/XX/XXXX. The client was required to initial and sign, in understanding that "The Credit Game University does not provide any

⁴⁸ <u>https://www.bbb.org/us/fl/jacksonville-beach/profile/debt-relief-education/the-credit-game-0403-235996405/complaints</u>, accessed June 7, 2022.

services. Credit Game University solely provides educational content. All services are provided by our thirdparty vendors." The signed agreement was required by XXXXX XXXXX before making any purchase. The client also was required to sign, in understanding, our refund policy: "All digital products are excluded from the 100% money-back guarantee and are non-refundable." I have enclosed a copy of the signed DocuSign, the IP Location of both signees, and proof that XXXXX XXXXX benefitted from the digital education purchase.

If this complaint is in regards to any services provided by the third-party vendors, the client needs to reach out to the third-party vendor. They will be happy to assist in any service-related questions or concerns the client may have.⁴⁹

108. Many BBB complainants indicated that customers did not receive

the results promised by Credit Game, including, among others: 1) improvements in credit scores within the promised timeframe, if at all; 2) removal of negative credit history, and 3) receipt of credit repair services as

promised or advertised.

109. In a recent BBB complaint filed online against The Credit Game

dated January 11, 2022, the complainant stated in part,

In Credit Game's training video they specifically tell you not to perform any credit repair yourself but to rely on Elite Deletions to perform it for you. <u>I spent a lot of money on</u> <u>this program and got zero results</u>.⁵⁰

⁴⁹ BBB Canned Responses.docx.

⁵⁰ <u>https://www.bbb.org/us/fl/jacksonville-beach/profile/debt-relief-education/the-credit-game-0403-235996405/complaints</u>, accessed June 7, 2022. BBB Complaint Credit Game U 04.05.21.pdf

110. In another BBB complaint filed online dated April 5, 2021, and also included in the internally prepared BBB correspondence tracker, the complainant stated,

We purchased the credit repair service and <u>were given a 7-day money back guarantee</u> for collections to be removed from our credit report. <u>This was not met</u>...⁵¹

111. In another BBB complaint filed online dated June 17, 2021, and also included in the internally prepared BBB Correspondence tracker, the complainant stated,

> I contacted Credit Game to buy their credit repair service. This request was based on YouTube videos in which the company claims to remove negative items in 45 days of you buying their Lambo Package. I confirmed with the agent through texts that for \$2500 my credit report would be cleaned up. I waited the 45 days, and saw no results.⁵²

Elite Deletions

112. Elite Deletions, like Credit Game, has an F rating on the BBB, with a much lower star rating of 1.5 out of a 5-star rating.⁵³ As of the date of this Report, Elite Deletions had 21 complaints that had been filed online within the previous three years. Based on the BBB's online records,⁵⁴ the complaints related to the following:

⁵¹ BBB Correspondence.xslx; BBB Complaint Credit Game U 01.11.22.pdf

⁵² BBB Correspondence.xslx; BBB Complaint Credit Game U 06.17.21.pdf

⁵³<u>https://www.bbb.org/us/ga/atlanta/profile/credit-repair-services/elite-deletions-0443-</u> <u>28176234</u>, accessed June 7, 2022.

⁵⁴<u>https://www.bbb.org/us/ga/atlanta/profile/credit-repair-services/elite-deletions-0443-</u> 28176234/complaints, accessed June 7, 2022.

- a. One complaint related to advertising/sales issues;
- b. Six complaints related to billing/collection issues;
- c. One complaint related to delivery issues;
- d. One complaint related to guarantee/warranty issues; and
- e. Twelve related to problems with product/service.
- 113. In a BBB complaint filed online against Elite Deletions dated

August 31, 2021, the complainant in part stated about The Credit Game and

Elite Deletions,

I was trying to remove 1 collection account off 2 credit bureaus. I signed up with them at the end of March and they had me sign up with Elite Deletions. I was told that this was going to be the easiest account. In July I called and talked to Brock the general manager, Mike the owner, and Brandon the manager for Elite Deletions and they told me this was going to get taken care of...I waited the 45 days to 60 days and called back and no one is responding. Calling, emailing, and leaving messages does not work.⁵⁵

114. In a BBB complaint filed online against Elite Deletions dated July

10, 2021, the complainant in part stated,

I contacted this company for a credit sweep and inquiry removals service as they were advertised by Mike's company Credit Game University. The company required that in order to take advantage of their services I was required to have an active plan with Credit Game University meaning that I would need to purchase a class, which I had no use for but I paid for it anyway plus an additional consultation fee for \$99.00. My total was \$995.00. Now 6 months later and numerous emails, conversations with managers, and empty promises to

⁵⁵<u>https://www.bbb.org/us/ga/atlanta/profile/credit-repair-services/elite-deletions-0443-</u> 28176234/complaints, accessed June 7, 2022; BBB Complaint Elite Deletions 08.31.21.pdf.

address my credit not 1 update to my credit report, not one inquiry removed...nothing... 56

115. The BBB correspondence tracker included similar complaints made to Elite Deletions, as those sampled above and covered a 4-month period, including: April, June, July and August 2021.

116. The Receiver also found an Excel file which seemed to indicate that employees were paid a \$10 or \$20 commission for each 4- or 5-star review received, respectively.⁵⁷

117. In addition, the Receiver collected and reviewed a complaint dated August 30, 2021, filed against Prosperity Training Technology / The Credit Game with the Consumer Affairs Department of the City of Jacksonville.⁵⁸ The complaint related to, "unfair & deceptive trade practices."

118. The Receiver also found a letter that indicated that Prosperity Training Technology, LLC was under investigation by the State of Florida Chief Financial Officer for being in violation of the Florida Workers' Compensation Law and a stop-work order was issued on October 11, 2021.⁵⁹

119. Finally, the Receiver identified that as of the date of this Report,12 complaints against Credit Game University have been filed with the Florida

⁵⁶<u>https://www.bbb.org/us/ga/atlanta/profile/credit-repair-services/elite-deletions-0443-</u>

^{28176234/}complaints, accessed June 7, 2022; BBB Complaint Elite Deletions 07.10.21.pdf. ⁵⁷ John Rando - BBB Commission Sheet.xlsx.

⁵⁸ City of Jacksonville Complaint Letter BO2.pdf. Prosperity Training Technology COMPLAINT.pdf.

⁵⁹ BO2 Workers Compensation Investigation Letter.pdf.

Department of Agriculture and Consumer Services ("FDACS"). According to FDACS, Credit Game University responded to 10 of these complaints.⁶⁰

M. Receiver's Review of Call Recordings

<u>CallRail</u>

120. Credit Game uses CallRail⁶¹ as its call tracking and marketing analytics software. The CallRail platform provides integrated tools for marketing. During the Immediate Access, the Receiver noted that Valerie Rando's office had daily CallRail statistics for the period March 28, 2022, through April 17, 2022 printed and taped to her office wall. The statistics report includes the total number of calls, texts, emails, and how many of these calls were answered, missed, first-time callers, returning callers, and the average duration of calls. The number of weekday calls, as recorded by CallRail, averaged 219 per day. There were sales amounts handwritten on each weekday sheet, which averaged \$35,966 per day.

<u>Ring Central</u>

121. As previously mentioned, Ring Central provides Voice Over IP (VOIP) telephone services for The Credit Game. Brock Birtolo provided the Receiver with the master login credentials for Ring Central. The Receiver

⁶⁰ Florida Dept of Agriculture & Consumer Services Complaints.pdf.

⁶¹ <u>https://www.callrail.com/</u>, accessed June 8, 2022.

immediately locked up the admin account and disabled all other accounts. The calls made to the admin account are being forwarded to the Receiver's office. The Receiver provided the credentials to E-Hounds for further analysis. E-Hounds has exported audio transcripts covering different time periods for the Receiver to analyze. Ring Central stored historical data including audio transcripts on each of the users' accounts/telephone numbers. Based on the e-Hounds analysis of the Ring Central service, there is currently a total of 24 users in Ring Central.

122. From the Ring Central data analyzed to date, the Receiver has determined that over the 12-month period prior to the Immediate Access, Credit Game's employees took part in at least 49,492 calls, which included incoming and outgoing calls.⁶²

123. As of the date of this Report, the Receiver selected and documented 16 of these telephone calls.⁶³ The calls selected were of varying lengths and from different users. The Receiver selected calls that occurred almost a year prior to the Immediate Access, as well as calls that occurred within days immediately preceding the Immediate Access. The calls reviewed included both inbound and outbound sales calls, customer complaints, and a job

⁶² Data covers the period from June 2021 through April 2022.

⁶³ Sample of Sales Calls Log.xlsx.

applicant screening. Below, are some excerpts of call recordings reviewed by the Receiver.

Sample Recording #1 – Outbound Sales Call

124. On an 8-minute telephone call on April 25, 2022,⁶⁴ Dale Barashes, a sales manager, made a telephone call to a customer to follow up on a prior sales call in an attempt to close the sale. The customer declined to purchase any programs due to negative testimonials posted by other customers. The customer specifically indicated concerns with posts claiming that Credit Game University was operating fraudulently.

125. At various points, Mr. Barashes tells the customer:

- Those complaints related to an old vendor, Elite Deletions, from two years ago that Credit Game University had "immediately axed" once they started receiving customer complaints;
- Credit Game University no longer uses Elite Deletions;
- "40,000 hours' worth of material looked over by lawyers and approved and we know for a fact it is 100% legal. 100% legitimate" and;
- Credit Game University uses "legal loopholes."

126. Despite the customer's continued reservations, Mr. Barashes attempted to upsell the customer on becoming a member of the Inner Circle.

⁶⁴ Akil B D_20220425_204006Z.mp3.

Mr. Barashes told the customer that the customer would be a great addition since the customer is a financial advisor. The customer still declined to make a purchase and suggested that Mr. Barashes follow-up in six months.

Sample Recording #2 - Outbound Sales Call

127. On a 19-minute telephone call on March 15, 2022⁶⁵, Brock Birtolo, the General Manager, made a follow up call to a customer to close a sale of the Master's 3.0 program for \$2,000. Early in the conversation, Mr. Birtolo began to request payment information from the customer. However, it appears that Credit Game University had not disclosed information about the program offered because the customer stopped providing payment information (after having started to provide it) and began to question what was included in the program. When the customer mentioned that he was a business owner, Mr. Birtolo tried to upsell the Inner Circle and stated,

"...our Inner Circle it comes with a guarantee. That we guarantee that we will 10x your investment with us or we will continue to work with you for free until we do."

128. Mr. Birtolo explained the features of the Inner Circle program and informed the customer that he is offering him a \$5,000 discount for a total price of \$15,000. The customer asked if the program offered any assistance with the real estate business. Mr. Birtolo stated that real estate tips are offered in the

⁶⁵ 20220315-123812_201_(760)972-9339_Outgoing_Auto_1606241613035.mp3.

Inner Circle program only and then stated "Mike is responsible for thousands of properties."

129. The customer ultimately purchased the Master 3.0 program.

Sample Recording #3 – Inbound Sales Call

130. On a 48-minute call on June 28, 2021⁶⁶, Jared Koerner, a sales representative received a telephone call from a customer. Mr. Koerner proceeded to display aggressive sales tactics for the next approximately 24 minutes until the customer agreed to a purchase the Bachelor's program for \$995. Mr. Koerner's tactics were aggressive to the extent that he attempted to collect payment information from the customer within the first 3 minutes without following a sales script or providing explanations about the programs to the customer. The customer attempted to ask questions about the program and the payment plans. However, the question about the payment plans caused Mr. Koerner to make a verbal sound of exacerbation and he proceeded to refuse to give the customer a payment plan option.

131. At various points, Mr. Koerner tells the customer:

- "You will see results in under 90 days guaranteed;"
- "They guarantee that they are going to use their proprietary software to guarantee that you get the best and fastest results in the industry. Okay? They

⁶⁶ 20210628-112503_205_(801)430-3263_Outgoing_Auto_1463648210035.mp3.

don't use letters. They don't waste time going back and forth;"

- "Stop asking questions and procrastinating;" and
- "Let's make a move man. Put it on a credit card. Let's go. How're you doing this? What kind of credit card do you got? Do it! Stop screwing around. Seriously man, I'm not taking 'no' for an answer. You're not getting me off of the phone."
- 132. The customer ultimately purchased the Bachelor's program.

Sample Recording #4 – Outbound Sales Call

133. In a 9-minute call on August 19, 2021⁶⁷, Daphne of Elite Deletions called back a customer to address service dissatisfaction issues expressed by the customer. A review of Credit Game University's employee files and emails indicated that Daphne was likely Daphne Roberts. During the call, Ms. Roberts confirmed that Elite Deletions had removed over 40 items from the customer's credit history. Ms. Roberts explained that many factors are involved in why these removals did not result in improvements to the customer's credit score.

134. When the customer stated a belief that Mr. Rando is falsely advertising the services provided, Ms. Roberts stated that Elite Deletions is a third-party and that they are not responsible for anything Mr. Rando says, does, or advertises. However, based on records obtained, Ms. Roberts' email

⁶⁷ 20210819-124304_10023_(816)507-1860_Outgoing_Auto_1493935241034.mp3.

address was <u>daphne.creditgameu@gmail.com</u>.⁶⁸ Ms. Roberts' employee file was also located within the employee files of other current Credit Game University employees.⁶⁹ Further she communicated with third-party vendors as a representative of Credit Game University's Customer Support. Email records indicated that Ms. Roberts served in a support role for Credit Game University around the date of the call, as evidenced by her email signature and email address.⁷⁰ This indicates that claims of Elite Deletions being a third-party are simply false.

135. Ms. Roberts goes on to suggest to the customer that they "go back to Mike to buy the inquiry package." The customer responded by stating that they had done so, "but they couldn't make up their mind on how much to charge me for it."

N. Receiver's Discussions with Consumers and Former Employees

136. As of the date of this Report, the Receiver has spoken with approximately 75 customers and former employees. Below are just a few examples.

⁶⁸ 00060530.msg.

⁶⁹ Roberts, Daphne.pdf.

⁷⁰ 00025130.msg.

Customer - SP

137. On June 3, 2022, the Receiver's professionals spoke with SP of Minnesota. SP wanted to improve his credit in order to buy a house.

- SP purchased the Lambo package in March of 2021. SP paid an upfront fee of \$2,500 on a prepaid debit card. It was SP's understanding that "they [Credit Game] were going to repair my credit and add a \$10,000 tradeline to my credit." They also guaranteed a refund.
- After purchasing the Lambo package, SP had to also purchase Identity IQ for \$29.99/month, which SP is still paying for and using to track her credit.
- SP "[I] started seeing they had a lot of bad reviews." SP contacted Credit Game for a refund after a few weeks because she did not see any results. According to SP, their response was "Give us a little time."
- SP called Credit Game again multiple times and they would not issue a refund because according to them she purchased education, not credit repair. SP was told by Brock [Birtolo], "You cannot get a refund."

- On a separate occasion, when SP contacted Credit Game, SP was told to contact Elite Deletions, who then said you have to go through Credit Game.
- In addition, SP stated that Credit Game put a fraud alert on her credit report but this, "was untrue." SP "never filed for identity fraud." The alert is still on the Experian credit report.
- SP said that Credit Game has, "not done anything to help me."

Customer - EH

138. On June 8, 2022, the Receiver's professionals spoke with EH of Florida.

- EH purchased the Lamborghini package in the last quarter of 2021 at a cost of approximately \$3,000 for him and his wife as a special two for one deal for the holidays.
- EH understood that he would be able to see a difference in his credit score within 45 days.
- EH explained that it was as if Elite Deletions was a separate company that would go in and deal with the credit, rather than the same company.
- EH learned about Credit Game from YouTube. At the time, he was working on improving his credit score in order to get a
mortgage and he felt like his credit score could be stronger and this would be a great way to learn.

- EH was not satisfied with the services conveyed, the price paid, and the services received.
- EH educated himself once the complaint came out and learned that Credit Game was breaking the Credit Repair Act by asking for an upfront payment. He explained that the complaint is the "story spoken through somebody else's mouth."

Former Employee #1

139. On May 5, 2022, the Receiver interviewed a former employee in Jacksonville, Florida.

- He was a former sales representative who began working for Prosperity Training Technology in January 2022. He was ranked number 3 in sales and he was rewarded with a trip in a chartered private jet to a Grant Cardone event in Miami in April 2022. He resigned after an argument with the General Manager while at the Cardone event in Miami.
- The sales representatives were continuously told to say they were "selling education".

- As a sales representative, he was paid a commission for every sale. If a sales representative had a chargeback, it would come out of their next paycheck so they were encouraged to try to talk customers out of refunds.
- The former employee signed up a friend as a customer and she was very unhappy and could not get in touch with Mr. Rando after she signed up. According to the former employee, there were many unhappy customers.

Former Employee #2

140. On June 3, 2022, the Receiver's professionals spoke with a former employee.

- The former employee was hired in August 2020 and was part of the sales team. According to this employee, he was let go in August 2021 for questioning the business.
- He brought in nine to 10 of his co-workers from his previous sales job to join him at Credit Game.
- His role as a salesperson was to sign the customer up for their package, have the customer log into the education platform and then have the customer pay a \$199 consultation fee to Elite Deletions, the credit repair vendor.

- According to this former employee, no customers were calling for "education"; they were really calling for credit repair, because that is what was marketed and "guaranteed."
- Michael Rando would have people pay for their Credit Game packages through Cash App, Venmo or Zelle. His cash app name was \$mikesingles37.
- At some point they were making \$250,000-\$350,000 per week in revenue. Management made false promises to the employees and set strict goals. To keep the job, sales representatives had to bring in \$20,000 per week and work multiple weekends and holidays.
- According to this former employee, Elite Deletions "is all the same people." He indicated that he was having dinner at a restaurant and a lady, named Jane, told him, "You know Jane from Elite Deletions, well that's me." She was Michael Rando's mother. This former employee stated that was when he realized he needed to get out of there.
- The former employee explained that there were two individuals from Minnesota named "Country and Friends" that had an inside scoop at the credit bureau and could remove things. They would come into the Credit Game office at the end of the month in their

Louis Vuitton and Gucci clothes and collect their checks and leave. Sometimes if there was a problem with a client, they would make a call and tell the client to refresh their credit page and [it] was gone.

- According to this former employee, Michael Rando had a very good marketing scheme. When people were getting the lump sums of money from COVID payments, Michael Rando would tell them, "Invest in yourself, fix your credit now, so when this ends, you'll be ready to be successful."
- At one point, Credit Game hired a gentleman named Kim Woods to come along and fix the company. He noticed there was no employee / operational handbook and he created one. The former employee indicated that he felt that "They were trying to create a paper trail to make it look like a good business."
- Initially, the former employee thought that the company was the greatest thing ever, helping people with their credit, and changing lives. He said, "I was dumb. I didn't know it was not real."
- He stated that, "The place is doing a lot of unethical business," and they were taking customer's money by charging them and not doing anything.

- The former employee explained that he only had customers that were upset with him. He would get 40-50 calls a day from customers asking questions.
- O. Identification of Non-Receivership Entities

Non-Receivership Entities

141. Through the course of the Receiver's investigation, she has identified a number of entities that have had or may have had financial dealings with the Receivership Entities. Attached as Exhibit 9 is a detailed listing of the entities including relationships to the Defendants for each of the entities listed below:

- a. At Your Service Professional Cleaning and Handyman Service, LLC
- b. Atlantis Global Trading LLC
- c. AYS Cleaning LLC
- d. CS Media LLC
- e. Digital Growth Enterprises, LLC
- f. Dr. Steve's Caffeine Melts, LLC
- g. Education Training and Consulting LLC
- h. Go Pasta Go, Inc.
- i. GrayceNJohnson Enterprises LLC
- j. Green Parrot 104 Land Trust
- k. Green Parrot 104 LLC
- l. Green Parrot 307 Land Trust
- m. Green Parrot 307 LLC
- n. Hitideflorida LLC
- o. Kensington Lakes 202 Land Trust
- p. Key Lime 107 LLC
- q. Key Lime 204 Land Trust
- r. Key Lime 204 LLC

- s. Key Lime 205 Land Trust
- t. Key Lime 205 LLC
- u. Key Lime 207 Land Trust
- v. Key Lime 207 LLC
- w. Key Lime 301 Land Trust
- x. Key Lime 301 LLC
- y. Key Lime 302 Land Trust
- z. Key Lime 302 LLC
- aa. Key Lime 304 Land Trust
- bb. Key Lime 304 LLC
- cc. Key Lime 305 Land Trust
- dd. Key Lime 305 LLC
- ee. Key Lime 307 Land Trust
- ff. Key Lime 307 LLC
- gg. Kinetic Construction Company, Inc.
- hh. Legacy Matchmaking LLC
- ii. MJP Investors LLC
- jj. Moneygame LLC
- kk. MR Protection Trust
- ll. New Face Credit Consultants LLC
- mm. New Face Marketing LLC
- nn. Ocean Park Developers LLC
- oo. PSF Investments, Inc.
- pp. Rando AIRBNB Ventures, LLC
- qq. Resource Network of America LLC
- rr. Retail Ecommerce Ventures
- ss. Rushmore Enterprizes LLC
- tt. Saddle Club Investments LLC
- uu. SADG, LLC
- vv. Sondra Cove Land Trust
- ww. Spellman Flooring LLC
- xx. St. Johns Point LLC
- yy. Strategic Scaling Group, LLC
- zz. Sun, Health & Beauty, Inc.
- aaa. Sunset River Development, LLC
- bbb. Underwater Asset, LLC
- ccc. VR Protection Trust
- P. Receiver's Review of the QuickBooks Records

142. The Receiver gained access to a QuickBooks online account in the name of Prosperity Training Technology, LLC. The activity in the account appears incomplete and only included the period January 4, 2021, through September 10, 2021. According to Prosperity Training's financial disclosure, Michael Rando is the individual within the corporation responsible for keeping the corporation's financial books and records for the last three years. Mr. Rando testified that he is the repository for all of Prosperity Training's financial books and records⁷¹. However, it is evident that Prosperity Training did not maintain a complete set of financial records.

Q. Receiver's Review of Bank Activity

143. The Receiver has identified a total of 47 bank accounts held in the name of the Receivership Defendants at 16 banking institutions. Receiver's Counsel contacted these banks to obtain bank records for the accounts identified. As of the writing of this Report, the Receiver has obtained and analyzed the bank statements, cancelled checks, deposits slips, wire advice, and other relevant documentation produced for the following bank accounts:

⁷¹ Deposition of Michael Rando, May 24, 2022 at 40:16-22.

			Period Analyzed		
Account Name	Institution	Account No.	Beginning Date	Ending Date	
Prosperity Training Technologies	Fifth Third Bank	x0720	03/18/2020	05/05/2022	
Propserity Training Technology LLC	Fifth Third Bank	x0699	10/14/2020	05/05/2022	
Legacy Matchmaking LLC	Fifth Third Bank	x2049	03/18/2020	04/30/2022	
First Coast Matchmakers Inc.	Fifth Third Bank	x0190	05/29/2020	04/30/2022	
Elite Customer Services LLC	Fifth Third Bank	x8167	10/17/2020	04/30/2022	
Education Training and Consulting LLC	Fifth Third Bank	x7024	11/04/2020	04/30/2022	
Digital Growth Enterprises LLC	Fifth Third Bank	x7996	02/23/2021	04/30/2022	
Digital Business Scaling LLC	Fifth Third Bank	x3195	12/14/2020	05/27/2021	
Moneygame LLC	Fifth Third Bank	x9105	10/14/2020	04/30/2022	
Dr. Steve's Caffeine Melts, LLC	Fifth Third Bank	x4862	06/26/2020	05/11/2021	
Michael S Rando	Fifth Third Bank	x8674	09/18/2020	04/13/2022	
Michael S Rando MR Protection Trust 03-19-2018	Fifth Third Bank	x1169	07/08/2019	04/22/2022	
Valerie R Rando VR Protection Trust Dated March 19, 2018	Fifth Third Bank	x4547	05/14/2021	07/12/2021	
Valerie R Rando VR Protection Trust Dated March 19, 2018	Fifth Third Bank	x7842	01/07/2022	04/08/2022	
Prosperity Training Technology LLC	Truist	x5489	04/24/2022	04/29/2022	

144. Through the analysis of the bank activity for the accounts shown above, the Receiver was able to determine the sources and uses of funds received by the Receivership Defendants. The following narratives summarize the Receiver's preliminary findings and detailed analyses.

Prosperity Training Technology LLC

145. During the period of March 18, 2020, through May 5, 2022, Prosperity Training Technology received approximately \$14,535,236 in customer payments through merchants or directly from customers in Fifth Third accounts ending x0720 and x0699, and Truist account ending x5489. The merchants utilized by Prosperity included M Merchant Services, Electronic Commerce, LLC, and Fidelity Information Services. Prosperity also received payments through Denefits, a financing provider, as well as PayPal and Venmo.

146. During the same period, the largest uses of funds included approximately \$4,000,000 in payroll expenditures, \$3,000,000 invested in the Cardone Equity Funds and \$1,000,000 invested in Retail Ecommerce Ventures LLC. It should be noted the Cardone Equity Funds and Retail ECommerce Ventures LLC were made by Prosperity Training on behalf of MR Protection Trust. Additionally, direct payments to Mr. Rando totaled \$1,820,825 and credit card payments to AMEX totaled \$1,253,996. Transfers to related entities total at least \$1,108,385. Lastly, the Receiver identified merchant chargebacks totaling at least \$563,449. A detailed bank analysis is attached as Exhibit 10.

Legacy Matchmaking LLC

147. During the period of March 18, 2020, through April 30, 2022, Legacy Matchmaking LLC ("Legacy Matchmaking") received a total of \$538,540 in its bank account ending x2049 held at Fifth Third Bank. However, it should be noted that only \$108,289 was from customer payments and it was transfers from Michael Rando and Prosperity Training of \$300,000 that funded the expenses.

148. Legacy Matchmaking LLC is not a Defendant in the case; however, this entity was formed on February 29, 2020, by Valerie Rando, as the registered agent, and Michael Rando as the Manager.⁷²

149. Legacy Matchmaking's largest single use of funds during this period consisted of payroll expenditures totaling \$196,933 while advertising and marketing related expenditures totaled at least \$94,829. A detailed bank analysis is attached as Exhibit 11.

First Coast Matchmakers, Inc.

150. During the period of May 29, 2020, through April 30, 2022, First Coast Matchmakers received funds totaling \$319,809 in its bank account ending x0190 held at Fifth Third Bank. The main source of these funds appears

⁷² Electronic Articles of Organization for Florida Limited Liability Company, Legacy Matchmaking LLC, Filed March 2, 2020.

to be loans and transfers from Prosperity Training. The bank activity analyzed does not reflect any payments from customers.

151. Based on the activity analyzed, First Coast Matchmaker transferred \$132,735 to Legacy Matchmaking and Prosperity Training of \$70,100 and \$62,635, respectively. Additionally, First Coast Matchmaker made credit card payments totaling \$88,661 on numerous accounts. The Receiver will further investigate the ownership of these credit card accounts. A detailed bank analysis is attached as Exhibit 12.

Elite Customer Services LLC

152. During the period of October 17, 2020, through April 30, 2022, Elite Customer Services LLC received funds totaling \$344,418 in its bank account ending x8167 held at Fifth Third Bank of which \$182,680 were transfers from Prosperity Training. The Receiver did not identify customer payments deposited directly into this account.

153. Based on the bank activity analyzed, Elite Customer Services transferred a total of \$108,000 to an unknown account ending x7194 held at Fifth Third Bank. In addition, Elite Customer Services paid a total of \$64,104 to John Rando and Kathleen Rando, Mr. Rando's relatives.

a. The Receiver has reviewed corporate records which show John Rando (Mr. Rando's father) and Deborah Rando (Mr. Rando's

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mother) as the registered agent and manager, respectively, of Elite Customer Services.⁷³ The review of invoices showed that on certain instances, Prosperity Training would charge customers \$99 for "Elite Customer Services Consultation". In connection with those consultations, Elite Customer Services would then charge Prosperity Training between \$10 and \$50 for "consultations". The invoices reviewed were prepared between October 2020 and January 2021. The invoices are attached as Exhibit 13.

Digital Growth Enterprises LLC

154. During the period of February 23, 2021, through April 30, 2022, Digital Growth Enterprises LLC received funds totaling \$1,529,895 in its bank account ending x7996 held at Fifth Third Bank. This included transfers from Prosperity Training Technology of \$864,000 and Michael Rando in the amount of \$275,433. Approximately \$186,751 of these funds consisted of direct payments from customers.

155. Of the funds deposited in this account, approximately \$1,000,000 was transferred to Prosperity in six separate transfers ranging from \$38,000 to \$500,000. The transfers occurred during the period of March 2021 through February 2022. Digital Growth also made direct payments to Mr. Rando and/or

⁷³ Elite Customer Services, LLC Sunbiz.org Detail by Entity Name Report.

for his benefit totaling \$237,896. These payments include \$9,610 paid to Erika Gasque, Mr. Rando's ex-wife. The Receiver also identified transfers totaling \$214,050 to two unknown bank accounts held at Fifth Third Bank.

156. Digital Growth Enterprises LLC is not a Defendant in the case; however, based on the Receiver's review of corporate records this entity was formed in February 2, 2021 and John T. Rando (Mr. Rando's father) is listed as the registered agent, and authorized representative.⁷⁴

Education Training and Consulting LLC

157. During the period of November 4, 2020, through April 30, 2022, Education Training and Consulting LLC received funds totaling \$48,417 in its bank account ending x7024 held at Fifth Third Bank. Based on the bank activity analyzed, the funds received were from Digital Business Scaling and Moneygame, LLC and did not receive direct payments from customers. The funds in the account were transferred to Michael Rando and Prosperity Training.

Digital Business Scaling

158. During the period of December 14, 2020, through May 27, 2021,Digital Business Scaling LLC received funds totaling \$40,295 in its bank

⁷⁴ Electronic Articles of Organization for Florida Limited Liability Company, Digital Growth Enterprises, LLC, effective February 2, 2021.

account ending x3195 held at Fifth Third Bank. Based on the bank activity analyzed, this entity did not receive direct payments form customers. Funds are from Prosperity Training and a source, unknown currently. The funds are transferred to Education Training and Consulting LLC and Pallara Realty for lease payments.

Michael S Rando / MR Protection Trust 03-19-2018					
Summary of Sources					
Payor	Total	Category			
Prosperity Training Technology LLC	\$ 1,570,600.10	Related Entity			
North Florida Title Company	700,705.23	Title Company			
Valerie Rando	544,885.33	Principals / Officers			
Cardone Equity Fund VIII	233,767.00	Investment Distributions			
Digital Growth Enterprises LLC	212,000.00	Related Entity			
Cardone Equity Fund IV	205,889.00	Investment Distributions			
Unknown Zelle	156,771.95	Further Investigation Required			
Cash	136,640.00	Further Investigation Required			
Www.Bill.Com	111,009.08	Further Investigation Required			
Cardone Equity Fund X	64,625.00	Investment Distributions			
Underwater Asset, LLC	50,000.00	John Rando Entity			
Cardone Equity Fund XV	37,061.00	Investment Distributions			
Cardone Equity Fund XI	25,313.00	0 Investment Distributions			
Education Training And Consulting LLC	25,000.00	Related Entity			
Retail Ecommerce Ventures LLC	14,838.71	Investment Distributions			
Matthew 725 Inc	10,559.04	Debt Collection			
Financial Consul Direct Dep	8,000.00	Further Investigation Required			
Other Payors - Less Than \$5,000 Each 2,039.33					
TOTAL	TOTAL \$ 4,109,703.77				

Michael Rando/MR Protection Trust 03-19-2018

159. During the period of July 8, 2019 through April 22, 2022, Mr. Rando and the MR Protection Trust 03-19-2018 ("MR Protection Trust") received funds totaling \$4,109,704 in accounts ending x8674 and x1169 held at Fifth Third Bank. Approximately \$1,800,000 of these funds were transferred from the Receivership Defendants or related entities. Other sources of funds include \$566,655 received from Cardone Equity Funds in the form of investment distributions. It should be noted that the Receiver has identified at least \$3,000,000 paid by Prosperity Training in connection with the purchase of the Cardone Equity Funds interest. In addition, \$700,705 is received from North Florida Title Company, presumably in connection with the sale of real estate property. These funds were received through three separate wires over the course of two weeks in May 2021.

Michael S Rando / MR Protection Trust 03-19-2018				
Summary of Uses				
Payee	Total	Category		
Prosperity Training Technology LLC	\$ (2,134,500.00)	Related Entity		
Retail Ecommerce Ventures LLC	(750,000.00)	2		
Legacy Matchmaking LLC		Related Entity		
Digital Growth Enterprises LLC		Related Entity		
American Express		Credit Card Payments		
Valerie Rando		Principals / Officers		
Barclay Card		Credit Card Payments		
Michael Rando / Mike Singles		Principals / Officers		
Unknown Zelle		Further Investigation Required		
Penn Mutual	· · · · ·	Life Insurance Premiums		
Duval County Tax Collector	(28,841.59)	Property Taxes		
Webull Financial	(23,000.00)			
Cardmember Services	(20,313.41)	Credit Card Payments		
Grant Cardone	(20,000.00)	Grant Cardone		
Myron Pincomb	(16,000.00)	Coaching		
Emerald C'S Development, Inc.	(15,000.00)	General Contractor		
American Integrity Insurance	(11,609.20)	Property Insurance		
Td Bank Michael Rando	(11,307.50)	Debt Repayment		
BMW Financial Services	(9,304.72)	Auto Finance Payments		
Capital One Bank NA	(8,361.43)	Credit Card Payments		
Other Payees - Less Than \$5,000 Each	(38,778.60)			
TOTAL	\$ (3,975,383.74)			

160. Based on the analysis of the bank activity for Mr. Rando's Fifth Third Bank accounts, \$2,616,050 were transferred to the Receivership Defendants. In addition, Mr. Rando made credit cards payments totaling \$219,585 Mr. Rando also made a \$750,000 investment in Retail Ecommerce Ventures LLC.

Valerie R Rando/VR Protection Trust 03-19-2018

161. The Receiver reviewed the activity in bank accounts ending x4547 and x7842 held at Fifth Third Bank in the name of Valerie R Rando/VR Protection Trust Dated March 19, 2018. The primary activity in the account are two wires received from North Florida Title Company totaling \$346,048 on May 25, 2021, and May 26, 2021. On May 27, 2021, two cashier's checks were made payable to Mr. Rando's MR Protection Trust which were deposited in the MR Protection Trust's Fifth Third account ending x1169.

<u>Moneygame LLC</u>

162. The Receiver reviewed the activity in bank account ending x9105 held at Fifth Third Bank in the name of Moneygame LLC. Activity is considered minimal. Approximately \$20,000 is received in the account and transferred out to Education Training and Consulting.

Dr. Steve's Caffeine Melts, LLC.

163. The Receiver reviewed the activity in bank account ending x4862 held at Fifth Third Bank in the name of Dr. Steve's Caffeine Melts, LLC. The activity in the account is minimal. Valerie Rando testified that Dr. Steve's Caffeine Melts was a company Michael Rando was working on with Dr. Steve Mougeot. The product is an edible item that you can put underneath your

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tongue and the caffeine will go into your bloodstream rather than drinking it. Mr. Rando and Dr. Mougeot decided not to pursue the business⁷⁵.

R. Receiver's Review of Credit Game's Orders & Chargebacks

164. The Receiver has identified 9,639 unique customer names who appear to have purchased the Defendants' services. Based on analysis of order records maintained by the Defendants for the period of March 2, 2020, through May 4, 2022, a total of \$14,235,484 was generated in sales to these customers. This total can be further broken down as follows:

a. Credit repair services totaling \$13,504,343

These services consisted of credit repair programs marketed as the "Bachelors", "Masters", "Doctorate" and other similar names which claimed to drastically improve a customer's credit score in as little as 45 days.

b. Inner Circle offerings totaling \$549,605.

The Inner Circle packages were marketed by the Defendants as business opportunities for customers to start their own credit repair businesses. The packages consisted mainly of business coaching.

c. <u>Sale of Virtual Tickets totaling \$90,511</u>.

⁷⁵ Deposition of Valerie Rando, May 24, 2022 at 45:2-19.

The virtual tickets provided access to events hosting guest speakers.

d. Other Coaching & Consulting services totaling \$38,079.

These services consisted of one-on-one consultations with Mr. Rando.

e. Other sales totaling \$52,946.

This amount is based on orders listed in the order records maintained by the Defendants for which a description of the product sold was not found.

165. The Receiver has confirmed payments made by customers during the period of April 24, 2020, through April 29, 2022, totaling at least \$14,842,307 through the analysis of the bank activity of the Receivership Defendants. This total exceeds the total dollar value of the orders found in the order records. However, through the analysis of the Receivership Defendants' bank activity, the Receiver identified at least \$563,449 in chargebacks, resulting in total net amounts of \$14,278,858 received from customers. The Receivership Defendants utilized Chargebacks911 and possibly other companies to challenge chargebacks. 166. As the Receiver's investigation continues and additional bank records are obtained and analyzed, additional customer payments and/or chargebacks are likely to be identified.

S. Receiver's Payments and Disbursements Issued to Date

167. The Receiver has made payments and disbursements totaling \$13,639 to cure existing debts, as deemed necessary, to secure the assets of the Receivership, as shown below:

Entity	Description	Amount	Payment Date
V.A. Leasing Corp	Lamborghini past due monthly amount + late fee	\$ 4,816.30	6/10/2022
SafeTouuch	Alarm Security Services for May and June + late fee	92.78	6/8/2022
Amex 71002	Credit Card Minimum Amount Due	8,695.00	6/7/2022
Amex 11005	Credit Card Minimum Amount Due	35.00	6/7/2022
Total		\$ 13,639.08	

III. SUMMARY OF RECEIVERSHIP ASSETS AND LIABILITIES

A. Assets

168. The Receiver has identified multiple assets including bank accounts, receivables, investments, real property, vehicles, life insurance and other assets from a variety of sources. The Receiver reviewed the Defendants' financial disclosures, lease agreements, TRO responses, credit reports, emails from Michael and Valerie Rando's counsel, as well as performed independent research. Based on the information known to date, the Receiver estimates that the assets identified have a net value of approximately \$6,600,000⁷⁶. A detailed summary of the assets reviewed, including balance, date of value and the source of information is attached as Exhibit 14.

Bank Accounts

169. As previously mentioned, the Receiver has identified 47 known bank accounts maintained by the Receivership Defendants at 16 institutions. The total funds held in these accounts as of June 10, 2022 is \$1,383,500. A detailed listing of these accounts and the corresponding banking institutions is attached as Exhibit 15.

- a. On May 5, 2022, the two accounts at Fifth Third Bank in the name of Prosperity Training Technology LLC were closed and the one account in the name of Digital Business Scaling LLC was closed on May 27, 2021.
- b. On April 25, 2022, a new checking account number ending x5489 was opened. Michael Rando is the authorized signer on the account. An initial deposit of \$850,000 was made in this account on April 25, 2022. The source of the deposit was a cashier's check purchased by Mr. Rando from the closing of the Fifth Third Bank Prosperity

⁷⁶ Net value refers to the estimated value of the asset, reduced by any liability associated with that asset.

Training Technology LLC account number ending x0699. The reason for the change of bank is unknown at this time.

170. The Receiver will continue to investigate bank transactions and transfers to identify other potential bank accounts. Records will be requested from the banking institutions as new accounts are identified.

Receivables

171. According to Prime Corporate Services, LLC's response to the TRO, Prosperity Training has a balance of \$6,557 in accounts receivable from Prime Corporate Services, LLC.

Investments – MJP

172. The Receiver believes the Receivership Defendants may have an investment account. The whiteboard in Valerie Rando's office says "MJP/Goldman checks". MJP may refer to non-defendant entity MJP Investors LLC.

Investments - Grant Cardone

173. According to Cardone Capital, MR Protection Trust invested a total of \$6,950,000 in various Cardone Equity Funds between the period July 2019 and October 2021.⁷⁷ Although the investments were made in the name of

⁷⁷ May 6, 2022 Statement provided in TRO response from Cardone Capital to the FTC.

MR Protection Trust, at least \$3,000,000 of the investments have been traced from Prosperity Training.

174. The ending capital account balance with the various Cardone Funds reflected in the table below were \$2,559,530 according to the K-1s provided by Cardone Capital for 2021.

Active Portfolio	Invested Amount	Ending Capital Account as of 12/31/2021 (Schedule K-1s)	
Cardone Equity Fund IV, LLC - Investment 7/1/2019	\$ 1,000,000.00		
Cardone Equity Fund IV, LLC - Investment 7/1/2019	250,000.00	\$ 501,073.00	
Cardone Equity Fund IV, LLC - Investment 8/1/2019	400,000.00	-	
Cardone Equity Fund VIII, LLC - Investment 1/16/2020	1,500,000.00		
Cardone Equity Fund VIII, LLC - Investment 1/31/2020	200,000.00	516,993.00	
Cardone Equity Fund VIII, LLC - Investment 2/14/2020	100,000.00	_	
Cardone Equity Fund X, LLC - Investment 12/29/2020	1,000,000.00	499,482.00	
Cardone Equity Fund XI, LLC - Investment 4/16/2021	500,000.00	249,446.00	
Cardone Equity Fund XV, LLC - Investment 10/15/2021	2,000,000.00	792,536.00	
TOTAL	\$ 6,950,000.00	\$ 2,559,530.00	

175. Distributions totaling \$571,373 were made from various CardoneEquity Funds investments to MR Protection Trust as of May 6, 2022.⁷⁸

176. The Receiver has also identified additional payments totaling \$155,968 to Grant Cardone and his entities including Cardone Training Technologies Inc., and Cardone Ventures LLC. These payments appear to be for services rather than investments.

⁷⁸ *Ibid*.

Investment - Retail Ecommerce Ventures

177. Retail Ecommerce Ventures is an entity associated with Tai Lopez. Retail Ecommerce Ventures owns retail brands such as Radio Shack and Pier1. Its platform is to "transform well-known undervalued retail brands into ecommerce success stories". The Receiver does not know the current value of the investments in Retail Ecommerce Ventures.

178. Based on the bank activity analyzed, the original amounts invested are as follows:

- a. Prosperity Training Technology LLC invested \$1,000,000 on November 10, 2021.
- b. Michael Rando invested \$750,000 through the MR Protection Trust on January 21, 2022.

Equity Contributions

179. Mr. Rando disclosed capital contributions to Legacy Matchmaking totaling an estimate of \$167,000 between the period November 2020 and October 2021. This is an entity owned by Valerie Rando. The Receiver will further investigate.

Other Investments and Cryptocurrency Accounts

180. Mr. Rando has an investment account through MR Protection Trust in Webull. There are disbursements of \$20,000 on November 4, 2021 and \$3,000 on November 18, 2021 from the MR Protection Trust Fifth Third bank account x1169. Mr. Rando's disclosure shows a balance in Webull crypto of \$5,480.

181. Other investments identified for which a current value is not available include the following:

- a. Mr. Rando disclosed a Novatech account in both his personal disclosure and Prosperity Training Technology disclosure with a balance of \$3,000.
- b. Valerie Rando disclosed a \$9,000 investment in Acorns. Acorns is a crypto investment exchange. This amount was not identified in the bank analysis.

182. The Receiver found a 2021 Coinbase cryptocurrency transaction spreadsheet on employee, Brock Birtolo's laptop. The spreadsheet does not state the owner's name. The Receiver is investigating whether this spreadsheet relates to any of the Receivership Defendants. Further, the Receiver is continuing her investigation of any other cryptocurrency or NFTs.

Real Property - Kensington Lakes 202 Land Trust

183. The Defendants own a rental property through Kensington Lakes 202 Land Trust. This property located at 12311 Kensington Lakes Drive, Unit 202, Jacksonville Florida 32246 was listed in Valerie Rando's financial disclosure as a condominium rental unit at \$1,000 per month.

184. According to a December 1, 2020, lease agreement between MJP Investors, LLC (prior owner and related entity) and John Rando (Michael Rando's brother) as the tenant at a rental price of \$1,275 per month.

185. On May 25, 2022, Kensington Lakes 202 Land Trust received a Reminder Notice for Delinquent Taxes for \$6,931. The property is subject to be sold at a tax deed auction. The Receiver contacted the Duval County Tax Collector's Office and the balance remains the same as reflected on the Reminder Notice and the property will not be up for auction until after August 2022, due to the capacity of the auction list.

<u>Real Property - Sondra Cove Land Trust</u>

186. The Defendants own a rental property through Sondra Cove Land Trust. This property located at 285 Sondra Cove Trail East, Jacksonville, Florida 32225 was listed in Valerie Rando's financial disclosure as a condo with a rental price of \$1,350 per month.

<u>Real Property – Rando Primary Residence</u>

187. Michael and Valerie Rando do not own their primary residence.

Life Insurance Policies

188. Valerie Rando disclosed a Penn Mutual life insurance policy with a balance of \$50,000 as of the financial disclosure date. She borrowed \$200,000 from the policy on January 10, 2022. The use of the borrowed funds is unknown at this time.

189. Based on the Receiver's review of the bank activity, Mr. Rando made a premium payment to Penn Mutual of \$29,050. We do not have any additional information regarding this policy at this time.

<u>Vehicles – 2016 Lamborghini Aventador</u>

190. The Defendants had a lease for a silver 2016 Lamborghini Aventador through Prosperity Training Technology LLC and Mr. Rando. The lease is through V.A. Leasing Corporation and was executed on January 8, 2021. The down payment was \$104,621 and 60 monthly payments of \$4,568 with a purchase option at the end of the lease for \$65,000. According to Michael Rando's financial disclosures, the current value is \$300,000. The down payment and the subsequent monthly payments have been paid by Prosperity Training Technology LLC.

<u>Vehicle – 2019 Mercedes ML350</u>

191. Mr. Rando included a 2019 Mercedes ML350 on his financial disclosures. There are four months remaining on the lease. No other information was provided. According to Mr. Rando's Credit Report dated April 1, 2022, there is a \$6,495 balance on the lease. Mr. Rando testified that Prosperity Training purchased this vehicle and that he was the personal guarantor. Mr. Rando further testified that he purchased this vehicle for his parents as a Christmas present in 2019⁷⁹.

<u>Vehicle – 2017 Maserati GranTurismo</u>

192. Mr. Rando leased a black 2017 Maserati Gran Turisimo through TD Auto Finance on June 30, 2018. The Receiver found a TD Auto Finance statement in unopened mail in the trash. The statement is dated April 25, 2022 for account number ending x3351 with an estimated payoff amount of \$60,177. According to Michael Rando's financial disclosures, the current value is \$52,000.

⁷⁹ Deposition of Michael Rando taken on May 24, 2022 at 55:11-23.

<u>Vehicle – 2019 BMW X7 xDrive40i</u>

193. Defendants Valerie Rando and First Coast Matchmakers Inc.

leased a 2019 BMW X7 xDrive 40i which expired on May 18, 2022.80

194. In response to the TRO, and by letter dated May 24, 2022, BMW

Financial Services NA, LLC, informed the FTC that:

BMW FS holds a Motor Vehicle Lease Agreement ("Lease") with two of the Defendants identified in your Letter. That Lease has ended by its terms, but BMW FS's customers have not returned the motor vehicle to BMW FS as required by the Lease Agreement. Accordingly, BMW FS would normally proceed to demand return of the vehicle from our customers and, if un-cured, proceed with standard efforts to recover the outstanding asset. However, pursuant to the Temporary Restraining Order described in the Letter, BMW FS is presently refraining from those activities. We would appreciate if the Federal Trade Commission would permit BMW FS to pursue that course of recovery to try to protect that asset while the litigation proceeds.⁸¹

195. This lease terminated on May 18, 2022. The Defendants have been

instructed by Receiver's counsel to return the vehicle to the leasing company.

⁸⁰ Per email on May 11, 2022, Rando's Counsel said they have a BMW X7 with the lease in the name of First Coast Matchmakers, Inc. Per Declaration of Steven David Forry, dated May 24, 2022, Valerie Rando (a/k/a Valerie Payton) entered into a Lease Agreement for a 2019 BMW X7 xDrive 40i. Ms. Payton co-signed the lease with Defendant First Coast Matchmakers, Inc. Lease matured in May 18, 2022

⁸¹ Letter from BMW Financial Services dated May 24, 2022 in response to TRO.

Vehicle - Golf Cart

196. Defendants Prosperity Training Technology LLC and Mr. Rando purchased a golf cart in December 2021. It was purchased using a First National Bank of Omaha credit card. According to Counsel, the credit card has a balance of \$14,642 which is mostly comprised of the \$15,000 golf cart purchase.

Vehicle - Other

- 197. There are two additional vehicles identified:
 - a. White 2019 Mercedes Benz GLS⁸²
 - b. Black 2013 Mercedes Benz ML⁸³

198. On May 12, 2022, after the TRO and asset freeze, Defendants Mr. and Valerie Rando attempted to buy or lease a 2022 Land Rover Range Sport; however, Ally Bank denied the transaction.⁸⁴

Other Assets

Mr. Rando's other assets include a Rolex⁸⁵, valued at \$15,000 per
 Mr. Rando's financial disclosure and a Peloton tread⁸⁶.

⁸² Source is Accurint report for Michael Rando.

⁸³ Source is Accurint report for Valerie Rando.

⁸⁴ Ally Bank Rando Criminal Subpoena – DC – Response.

⁸⁵ Financial disclosure of Michael Rando dated May 18, 2022.

⁸⁶ *Ibid.*; Email from the Rando's Counsel on May 11, 2022.

200. Valerie Rando's other assets include a Chanel purse valued at \$5,000, a Louis Vuitton purse valued at \$2,500, and a wedding ring valued at \$7,500 according to Ms. Rando's financial disclosures.

201. The other Receivership Defendants disclosed other assets including video cameras, computer equipment, furniture, and email list & software from Boost My Score.

B. Liabilities

202. The Receiver has determined that there are liabilities of approximately \$1,151,090. A detailed summary of the liabilities reviewed including their balance, date of value and the source of information is attached as Exhibit 14.

<u>Leases</u>

203. Prosperity Training Technology LLC entered into a lease agreement with Pablo Station on March 23, 2022 for 36 months for the Office which is approximately 9,000 sq. ft. Prosperity Training Technology LLC paid \$78,132 on March 29, 2022 to Pablo Station for rent for the period April 1, 2022 through April 1, 2023. This payment amount also includes a deposit according to the memo on the check. According to the lease, the monthly rent totals \$10,613. 204. First Coast Matchmakers, Inc. entered into a lease agreement with Pallara Realty, LLC ("Pallara") on October 8, 2018 for 63 months for the 3,803 sq. ft. office space located at 13107 Atlantic Blvd., Suite 201, Jacksonville, Florida 32225. However, the signage on the building was Legacy Matchmaking. In addition, from at least June 2020, neither Legacy Matchmaking nor First Coast Matchmakers, Inc. made the lease payments. The lease payments were made by Prosperity Training Technology LLC and Digital Business Scaling LLC. As previously stated, the tenants vacated this property prior to the Immediate Access. The Receiver's counsel has negotiated with Pallara that First Coast Matchmakers, Inc. will not be responsible for any damages from the cancelled contract.

Payables

205. Valerie Rando listed on her disclosure an insurance payment due for the cancellation of a homeowner's insurance policy totaling \$5,000.

206. According to emails from Defendant's counsel, as of June 1, 2022, the Randos had multiple unpaid business expenses totaling \$8,114, excluding credit card balances and advance payments made by the Receiver as reflected in the table below.

	Schedule of Payables			
Category	Name	Due Date	Balance	
Services	Authorize.net / Authnet Gateway Billing	6/4/2022	\$ 58.50	
Services	Calendly	6/14/2022	30.00	
Services	ClickFunnels	6/30/2022	297.00	
Utilities	Comcast	6/15/2022	420.00	
Utilities	Comcast	6/24/2022	297.00	
Insurance	Covington		791.50	
Services	Global E Trading Billing/ Chargebacks911	6/13/2022	2,500.00	
Unknown	Grant Cardone	6/17/2022	1,708.00	
Insurance	Hiscox Biz Insurance	6/20/2022	44.16	
Utilities	JEA	6/13/2022	718.74	
Utilities	JEA	6/18/2022	410.00	
Services	Sendinblue Email	6/11/2022	599.00	
Services	SiteGround	6/7/2022	29.99	
Insurance	The Hartford	6/9/2022	176.10	
Services	TubeBuddy 6/20/2022		19.00	
Services	Zoom	6/16/2022	14.99	
	Total		\$ 8,113.98	

207. In addition, the Receiver identified various payables due in both Michael's and Valerie Rando's credit reports in May 2022 totaling \$33,666, including for example outstanding Verizon, Barclays and other payables.

Loan Liability

208. First Coast Matchmakers Inc. appears to have a Small Business Administration ("SBA") loan totaling \$159,900. First Coast Matchmakers Inc. Fifth Third Bank account x0190 received \$149,900 on June 25, 2020 and \$10,000 and July 6, 2020 from the SBA.

209. Additionally three loans were identified in Valerie Rando's credit report:

- a. Loan from Affirm with a balance of \$2,820 from the credit report dated 4/1/2022;
- b. Loan from Department of Education Nelnet with multiple installments and a balance of \$36,150 from the credit report dated 3/1/2022; and
- c. Loan from the U.S. Department of Education with multiple installments of \$0 value in the credit report dated 1/1/2013.

Credit and Debit Cards

210. The Receiver identified 173 credit and debit cards at various banks under various names. The aggregate balances in the credit cards identified total \$327,263. Account statements will be requested for all Receivership Defendant accounts. A detailed listing of the credit and debit cards identified is attached as Exhibit 16.

211. The table below summarizes the estimated net value of the assets and liabilities described in the preceding paragraphs.

Summary of Assets and Liabilities						
Category		Estimated Asset Amount	Lia	Estimated ability Amount		Estimated Net Value
Cash and Money Market Accounts	\$	1,383,500.26	\$	_	\$	1,383,500.26
Receivables		6,556.50		-		6,556.50
Investments		4,494,010.00		-		4,494,010.00
Real Property		560,500.00		6,931.20		553,568.80
Vehicles		367,000.00		323,521.08		43,478.92
Life Insurance Policy		279,050.30		200,000.00		79,050.30
Other		38,000.00				38,000.00
TOTAL ESTIMATED ASSETS	\$	7,128,617.06	\$	530,452.28	\$	6,598,164.78
Leases	\$	78,132.25	\$	656,308.49	\$	578,176.24
Payables				46,779.98		46,779.98
Loan Liabilities				198,870.00		198,870.00
Credit Card Balances				327,263.30		327,263.30
TOTAL ESTIMATED LIABILITIES	\$	78,132.25	\$	1,229,221.77	\$	1,151,089.52
TOTAL ESTIMATED NET VALUE					\$	5,447,075.26

IV. <u>CONTINUING WORK</u>

212. Should the Court enter a preliminary injunction, the Receiver will continue with implementation of the preliminary injunction including the identification and preservation of assets for the benefit of the customers and other creditors of the Receivership Estate. The following is not intended as an exhaustive list of the Receiver's future efforts.

- a. Targeted document review on the e-Discovery data platform, including key word searches for potential targets and causes of action.
- b. Obtain and analyze credit card transaction for the identification of assets or causes of action.

- c. Obtain additional information on all investments to determine the current value and determine the best manner to liquidate the assets.
- d. Further investigate the SBA loan transaction and the use of the proceeds.
- e. Complete the tracing of funds amongst the Defendants and other related parties.
- f. Further research on the non-receivership entities identified.
- g. The Receiver has identified Trevor Berke as an individual who had financial dealings with the Receivership Entities. Mr. Berke is an old friend of Mr. Rando who participated in the Mastermind program.⁸⁷ Mr. Berke controls access to various social media and websites related associated with the Defendants as described in the Report. Repeated attempts have been made to reach out to Mr. Berke without success.
- h. Steel Trap, LLC may be an entity related to Mr. Berke.⁸⁸ Mr.
 Rando stated that Mr. Berke does not have anything to do with Prosperity Training,⁸⁹ however Prosperity Training made

⁸⁷ Deposition of Michael Rando, May 24, 2022 at 80:13-18.

⁸⁸ https://www.automationedition.com/2x-free-training46695368

⁸⁹ Deposition of Michael Rando, May 24, 2022 at 82:2-4.
transfers of at least \$479,982 to Steel Trap, LLC between October 2020 and November 2020. Further investigation needs to be conducted.

- i. Continue to pursue access to domains that we do not have access to including, for example, elite-deletions.com.
- j. Establish a claims process for customers and other creditor.
- k. Negotiate with the landlord of the Office as to claims and turnover of funds.
- Perform further analysis of customers who paid 100% of the programs upfront (i.e., no financing) prior to any services being rendered.
- m. Authorize the opening of bank accounts for the turnover of funds from third parties, make payments as necessary and deposit funds as assets are liquidated for distribution to the customers and creditors of the Receivership Estate.
- n. Review any additional bank activity. For instance, in the past few days the Receiver identified 17 new bank accounts.
- Review any additional mail as received by the Receiver and take any necessary action.

213. This Receivership is in its very early stages. The Receiver and her team continue to search for and secure assets of the Receivership Entities, as

well as to identify any claims for recovery the Receiver may have against third parties or the non-defendant entities.

214. The Receiver's website and number are active and the Receiver is handling customer inquiries and providing customers with information.

215. The Receiver and her team also continue to quantify the scope of the practices, to determine the likely universe of claims and the amount of any such claims.

V. <u>RECEIVER'S PRELIMINARY OPINIONS</u>

- 216. The receivership should be expanded to include:
 - a. Digital Growth Enterprises LLC;
 - b. Legacy Matchmaking LLC; and
 - c. Education Training and Consulting.

217. The Receiver's opinion is that the Receivership Entities should remain closed for the time being for the reasons set forth in this Report.

Date: June 13, 2022

Respectfully submitted,

<u>/s/ Maria M. Yip</u> Maria M. Yip CPA, CFE, CIRA <u>myip@yipcpa.com</u> Temporary Receiver for the Defendants Case 3:22-cv-00487-TJC-MCR Document 50 Filed 06/13/22 Page 111 of 111 PageID 1005

CERTIFICATE OF SERVICE

I HEREBY certify that on June 13, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will provide notification of filing to all counsel of record.

<u>/s/ Katherine C. Donlon</u> Katherine C. Donlon, FBN: 0066941 <u>kdonlon@jclaw.com</u> JOHNSON, CASSIDY, NEWLON & DECORT P.A. 2802 N. Howard Avenue Tampa, FL 33607 (813) 291-3300

Counsel for Temporary Receiver Maria M. Yip Case 3:22-cv-00487-TJC-MCR Document 50-1 Filed 06/13/22 Page 1 of 8 PageID 1006

EXHIBIT 1



FTC v Rando Case # E10137 Date of Report: June 9, 2022

Introduction

On May 9, 2022, Maria Yip and YIP Associates retained E-Hounds to be the ESI Forensic Service to preserve, analyze and provide E-Discovery services in the above-mentioned matter.

Evidence and Artifacts:

Gmail (Google)

E-Hounds has successfully secured the following accounts and either has performed or is in the process of completed a full forensic backup of each of the accounts:

- martha.digital.ptt@gmail.com
- Jen.creditgameu@gmail.com
- 10xmoneymike@gmail.com
- missedcallscgu2@gmail.com
- firstcoastfm@gmail.com
- creditgamemike@gmail.com
- brockfcfm@gmail.com
- prosperitytrainingtechnology@gmail.com

We have located many other emails that would use the "user.creditgameu@gmail.com" format that we have been unable to access due to not having the access credentials for the account. These can be found on the updates master password list that has been updated and provided. There are also 3 other accounts we have been unable to access:

- mikesingles@gmail.com
- val.10xlife@gmail.com
- digitalbizscaling@gmail.com

The first 2 of these accounts Mike and Valerie Rando have been ordered by the court to turn over the credentials for these and have failed to do so. The third (digitalbizscaling) the Rando's state that they do not know whose account this is. This email was accessed on one of the CGU computers and was pulled from the internet history/Google Chrome saved passwords list and the domain "digitalbizscaling.com" is also registered in the same GoDaddy account as "creditgameu.com".

Microsoft 365

On the GoDaddy accounts that we have been able to secure (listed below), we were able to make a full forensic backup of each of the Microsoft 365 email accounts associated with creditgameu.com and talkwithunclemike.com. The email addresses are listed below:

- mike@creditgameu.com
- mike.rando@creditgameu.com
- val@creditgameu.com
- info@creditgameu.com
- mike@talkwithunlcemike.com
- support@creditgameu.com
- brock@creditgameu.com
- chuck@creditgameu.com
- dave@creditgameu.com
- devon@creditgameu.com
- ethan@creditgameu.com
- jared@creditgameu.com
- jen@creditgameu.com
- johnsuccess@creditgameu.com
- success@creditgameu.com

There are likely additional emails in other Microsoft 365 accounts that are currently unable to be preserved as we do not have the credentials for the accounts to access them. Using an MX record lookup tool, I have verified that email has been configured for use on Microsoft 365 for the following domains:

- elite-deletions.com
- prosperitytrainingtechnology.com

YouTube (Google)

We were able to locate 2 YouTube channels that contained video's relating to "The Credit Game". The primary account is associated with "firstcoastfm@gmail.com" was a monetized account, meaning the creator/owner generated income from the account. The alternate associated with "creditgamemike@gmail.com: and was not currently monetized. E-Hounds was able to take the primary account offline. On the alternate account all content has been archived and is not accessible to any user, and the Receivers information has been updated in the About Us section with a link to the receiver's website, www.creditgamereceivership.com.

GoDaddy

To date. E-Hounds has been able to secure 2 GoDaddy accounts, 266222209 (cgreceiver) and 135834967 (cgreceiver1). Each of these accounts have been secured and updated with the receivers information and all security measures to gain access to the accounts have been updated. Below are the domains and services associated with each of the accounts:

CGRECEIVER:

- Domains: creditgameu.com, legacymatchmaking.com
- Email (Microsoft 365): creditgameu.com (14 custodians)
- SSL Certificates: wholesaletradelines.com

CGRECEIVER1:

- Domains: talkwithunclemike.com, digitalbizscaling.com, caffeinements.net
- Email (Microsoft 365): talkwithunclemike.com (1 custodian)

Domains/Websites

There are some additional domains that E-Hounds has been unable to secure that we believe to be responsive to this matter which are listed below:

- elite-deletions.com
- prosperitytrainingtechnology.com
- moneygameu.com
- digitalgrowthenterprises.com

These are all GoDaddy-registered domains, but we have not been able to secure access to these accounts using the stored credentials that were located on the computers that were preserved.

E-Hounds located some other domains that were associated with the service ClickFunnels, and they are listed below along with the current domain registrar:

- wholesaletradelines.com (Network Solutions http://www.networksolutions.com)
- elitecreditadvisors.com (API https://www.1api.net/)
- thecreditgame.info (API https://www.1api.net/)
- digitalgrowthenterprises.com (API https://www.1api.net/)
- strategicscalinggroup.com (API https://www.1api.net/)

The hosting services for creditgameu.com and legacymatchmaking.com are provided by Site Ground. E-Hounds was able to secure these sites by working with counsel for the Rando's. Additional security for the creditgameu.com is utilized through Cloudflare, which has been updated and secured through E-Hounds.

RingCentral

RingCentral provides Voice Over IP (VOIP) telephony services for The Credit Game. There is currently a total of 24 users in RingCentral. The receiver's team was able to secure the RingCentral account during the takedown/security of The Credit Game offices and has provided the credentials to E-Hounds for further analysis. E-Hounds has exports audio transcripts for a variety of days for the receiver's team to analyze. RingCentral currently stored historical data including audio transcripts on each of the users accounts/phone numbers.

ClickFunnels

ClickFunnels is a cloud-based services that allows clients to quickly build lead generating and sales funnel websites. E-Hounds was able to secure this account and disable all "ClickFunnels" associated with this account. The following domains were associated in Credit Games account:

- wholesaletradelines.com
- creditsweep.wholesaletradelines.com
- elitecreditadvisors.com
- thecreditgame.info
- creditgameu.com
- caffeinemelts.com
- caffeinemelts.net
- moneygameu.com
- digitalbizscaling.com
- digitalgrowthenterprises.com
- strategicscalinggroup.com

DocuSign

DocuSign was the primary service that The Credit Game used for engaging their clients. The DocuSign accounts have been secured and the receiver has access for review.

Amazon Web Services (AWS)

AWS is one of the largest Global providers of Information Technology services. E-Hounds was able to secure an AWS account that Credit Game had setup. The only service that appeared to have been in use or was going to be used was an email validation service (DKIM signing) for AWS SES (Simple Email Service) but likely never used. There is no billing history or any other AWS services that were noted as being used by Credit Game. This service is non-responsive in my opinion. There is no data to preserve and no billing setup.

Computers/Hard Drives/Mobile Phones/Tablets

E-Hounds was sent via Federal Express 3 laptop computers from the receivers team that were located in The Credit Game offices in Jacksonville, FL.

- ASUS ZenBook (Brock Birtolo personal computer)
- HP 17M (Mike Rando computer)
- HP 14 (Jen Personal Computer)

We were able to successfully preserve all 3 computers. 2 of the 3 computers (Brock and Mike) were encrypted using Microsoft BitLocker. We were able to determine the recovery key for Brock Birtolo's computer, but to date have not yet been able to produce Mike Rando's. I believe that Mike Rando has a

Microsoft account registered to "mikesingles@gmail.com" that may be able to recovery the BitLocker recovery key for this computer.

We have processed the computers belonging to Brock and Jen using Magnet Forensics product "Axiom" as well as processed the forensic images using GetData Forensic Explorer. We are in the process of completing the investigations on these 2 computers to determine if any artifacts would be responsive to this matter. Using Forensic Explorer, the team at E-Hounds was able to extract all the user data which has been uploaded to the E-Discovery review platform.

E-Hounds received an Apricorn Encrypted Hard Drive on May 31, 2022, from the Federal Trade Commission (FTC) containing various images of computers and hard drives that were imaged by the FTC's forensic team during the takedown. E-Hounds has extracted all the user data from these images and have uploaded this data to the E-Discovery review platform.

E-Hounds has not been provided to date with any forensic preservations of any phones, nor have any phones or tablets been produced for preservation and analysis. It is strongly recommended that the personal phones of Mike Rando, Val Rando and Brock Birtolo be produced for preservation and inspection as they were instrumental in the operation of The Credit Game operations and likely contain a wealth of responsive information that would be important to the receiver and the FTC.

Dropbox

Dropbox is a cloud-based storage service. E-Hounds was able to secure the account that was registered to prosperitytrainingtechnology@gmail.com. All this data has been preserved and has been uploaded to the E-Discovery review platform.

Payment Processing and Financial Related

E-Hounds has identified and secured online accounts for Denefits and Recurly. There are other accounts that we have been unable to access that have been identified which are:

- GOAT Payments
- Paycor
- Network Merchants Inc. (NMI)
- InfusionSoft

Google AdSense account has been secured (<u>10xmoneymike@gmail.com</u>). This is the Google service that is used for advertising and handled the payouts for the monetized YouTube account. A statement was provided to the receiver for all monies paid out by Google to Mike Rando.

Social Media

E-Hounds was provided multiple spreadsheets that contained login information for various Social Media sites. We have been able to secure several Social Media sites including TikTok, OnlyFans, and Twitter

and Below are items that were not on these lists or are responsive and we do not have access to the accounts that manage these pages. It is imperative that the receiver gains access to the following Social Media pages to secure, preserve then either redirect them to the receiver's website or delete them.

Facebook:

- https://www.facebook.com/groups/creditgamemastermind (Facebook Groups Page)
- https://www.facebook.com/groups/creditgameuniversityprograms (Facebook Groups Page)
- https://www.facebook.com/CreditGameMastermind
- https://www.facebook.com/TheCreditGameMastermind
- https://www.facebook.com/CreditGameMike
- https://www.facebook.com/Green4gold

Instagram:

- https://www.instagram.com/the_credit_game/ (Secured by 2 factor auth, phone ending in 04)
- https://www.instagram.com/the_credit_game_/
- https://www.instagram.com/mikerando2021/
- https://www.instagram.com/mikerando/
- https://www.instagram.com/creditgamemastermind/
- https://www.instagram.com/creditgameu/

LinkedIn:

- https://www.linkedin.com/in/credit-game-mike/ (Secured by 2 factor auth, phone ending in 28)
- https://www.linkedin.com/company/credit-game-u/ (No creds found or provided)

Accounting

E-Hounds was able to secure the online QuickBooks account for The Credit Game. We provided the receivers team the credentials for this account for them to perform forensic accounting. No further preservation or discovery was completed by E-Hounds on this item.

Conclusion:

E-Hounds has made definitive progress on securing and preserving the ESI in both cloud and physical evidence items. There are still a great number of assets to secure, preserve and review. Below are items that we feel are critical to maintaining forward momentum and protecting the receivers' interests:

- mikesingles@gmail.com (Google Account)
- val.10xlife@gmail.com (Google Account)

Based on our discovery and review of artifacts, I believe that these 2 accounts hold the proverbial "Keys to the Kingdom". As Val and Mike Rando were the owners, and many artifacts detail that these

accounts are their primary means of communication with vendors, clients, and employees, they will likely hold a wealth of information that will be critical to the receiver in completely securing the company. There is concern and a large risk of data spoilation with these accounts as Google's retention policy on personal accounts are 30 days and anything past that risk permanent deletion according to Google.

- Mike Rando Cell Phone
- Mike Rando Personal Computer
- Val Rando Cell Phone

These items are critical to gain access to and forensically preserve as they likely contain critical elements to the operation of The Credit Game, communication with vendors, clients, and employees. It is our recommendation that, if possible, these items get preserved and analyzed as quickly as possible to reduce the chances of data spoilation and irretrievable data loss.

The Social Media pages, more specifically the Facebook and Instagram sites mentioned above must be secured, preserved, and redirected or deleted as soon as possible.

E-Hounds continues to complete preservations, extract user data, and ingest the data preserved into the E-Discovery Review Platform for the receiver and their team to review.

While this has been a tedious process, we feel that we have made positive process assisting the receiver in securing these digital assets. We continue to uncover accounts and evidence and will continue to collaborate with the receiver and the FTC until all the assets have been secured, preserved, reviewed and terminated as needed by the receiver and their respective teams.

Respectfully signed and submitted June 9, 2022,

RetTRe

Robert T. Rohr Senior Analyst E-Hounds, Inc.

Contact

E-Hounds, Inc. 32815 US Highway 19 North Suite 100 Palm Harbor, Florida 34684 727-726-8985 Case 3:22-cv-00487-TJC-MCR Document 50-2 Filed 06/13/22 Page 1 of 2 PageID 1014

EXHIBIT 2

PROGRAM DETAILS Associate 3.0 vs. Masters 3.0 vs. Doctorate

ASSOCIATES 3.0

- VIP Vendors
- 75% Off Tradelines (Competitor Pricing)
- ♦ 1 Weekly Coaching Call
 > 6:00 EST
 - Wednesday
- How to get approved for credit cards without using SSN
- Master Secret Lenders List
- Removing Repos
- Step by Step Removal Scripts
- 14 Day Deletion Method
- 72 Hour Inquiry Removal
- Bi-Weekly Live Calls
- Debt Consolidation
- Auto Stacking Credit Cards
- Business Credit Gards--
- Auto Loans
- Bankruptcy Removal
- Travel Hacking

MASTERS 3.0 (Full Associates 3.0 PLUS)

- 2 Weekly Coaching Calls
 - 6:00 EST
 Monday &
 Wednesday
- Digital deletion method
- Identity theft strategy
- How to 3X credit limits
- Strategies to maintain your score
- How to remove items from your report by paying them (exact verbiage)
- FICO 10T breakdown
- How to build kids' credit
- Misconceptions of credit
- 1st Time Homebuyers / Refinance Hacks
- Student Loan
 Removal

DOCTORATE (Full Masters 3.0 PLUS)

- Business Funding & Tradeline Vendor
- 4 Weekly Coaching Calls
 - 6:00 EST
 Monday,
 Wednesday,
 & Friday
- Mastermind Q & A every Monday with Mike
 - ➤ 8:00 EST Monday
- 500 + hours of videos -Mastermind building personal and business credit
- How to build business and business credit from the ground up
- Business Credit Card and Funding Tips & Tricks
- Essential Steps for Business Primaries and Quick Funding

A Exclusive grouf Chat with Mike Case 3:22-cv-00487-TJC-MCR Document 50-3 Filed 06/13/22 Page 1 of 3 PageID 1016

EXHIBIT 3

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Cost: Regular Price: \$2000 YOUR PRICE TODAY: \$1500 (Flat fee)

Associates Edition comes with:

1. \$199 Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 90 days. Vendor guarantees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Vendor Access to 50-75% off Tradelines (Based on competitor prices)

Bachelors Edition comes with: \$1800

1. \$199 Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 90 days. Vendor guarantees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Accesses to 50-75% off Tradelines (Based on competitor prices)
- 4. Access to Business Tradelines and Business Funding

Cost: Regular Price: \$3100 YOUR PRICE TODAY: \$2100 (Flat fee)

Elite Edition comes with:

1. \$199 Elite Credit Repair Service completed by our Preferred Vendor. Results in UNDER 90 days. Vendor guarentees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Vendor Access to 50-75% off Authorized Tradelines (Based on competitor pricing)
- 4. Vendor Access to Business Tradelines and Business Funding
- 5. Mastermind Edition Individualized coaching with Mike for 6 months (24 weeks) every Monday

Cost: Regular Price: \$3400 YOUR PRICE TODAY: \$2400

PHD Edition comes with:

1. \$199 Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 90 days. Vendor guarantees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Vendor Access to 50-75% off Authorized Tradelines (Based on competitor pricing)
- 4. Vendor Access to Business Tradelines and Business Funding
- 5. Mastermind Edition Individualized coaching with Mike for 6 months (24 weeks) every Monday
- 6. Masters Edition Complete blueprint on how Mike created an 8-figure credit repair/tradeline business

Cost: Regular Price: \$3700 YOUR PRICE TODAY: \$2700

Platinum/Lambo Edition comes with:

1. Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 45 days. Vendor guarantees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Vendor Access to 50-75% off Authorized Tradelines (Based on competitor pricing)
- 4. Vendor Access to Business Tradelines and Business Funding
- 5. Mastermind Edition Individualized coaching with Mike for 6 months (24 weeks) every Monday
- 6. Masters Edition Complete blueprint on how Mike created an 8-figure credit repair/tradeline business

Cost: Regular Price: \$6000 YOUR PRICE TODAY: \$5000

Personal Touch Doctorate Edition comes with:

1. Elite Credit Repair Services completed by our Preferred Vendor. Results in UNDER 45 days. Vendor guarantees 70% or more of the negative items will be removed

- 2. Educational Platform so we can teach you on how to maintain, leverage and add positive history to your credit.
- 3. Vendor Access to 50-75% off Authorized Tradelines (Based on competitor pricing)
- 4. Vendor Access to Business Tradelines and Business Funding
- 5. Mastermind Edition Individualized coaching with Mike for 6 months (24 weeks) every Monday
- 6. Masters Edition Complete blueprint on how Mike created an 8-figure credit repair/tradeline business
- 7. Automation Edition We'll teach you on how to automate your business from A-Z. Also how to make \$10K/month in

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21 days

- 8. 1 hour of 1-on-1 coaching with Mike, CEO of The Credit Game9. Access to Q&A session with Mike on the 15th of every month

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EXHIBIT 4

Pricing and Descriptions

Associate's Edition: \$1500

- 1. Coaching, Mentorship, and Training Platform to show you how to maintain, leverage, and add positive history to your credit.
- 2. 5 Coaching call per month with Mike
 - a. 15th of every month on how Mike went from the low 500's to 831
 - b. Every Wednesday (for negative removal and personal credit building coaching)
- 3. Credit Repair utilizing our proven & successful proprietary letters
- 4. 72 Hour Inquiry Removal Training
- 5. Vendor Access to 50-75% off Tradelines (Based on competitor prices)

Master's Edition: \$3000

- 1. Coaching, Mentorship, and Training Platform to show you how to maintain, leverage, and add positive history to your credit.
- 2. 13 Coaching calls per month with Mike for Personal and Business credit building and strengthening
 - a. Every Monday & Friday at 6:00
 - b. Every Monday at 8:00 (Mastermind)
 - c. Every 15th of the month (Q&A)
- 3. More advanced tactics for personal removals
 - a. Bankruptcy, Student Loan, Repossession
- 4. Digital Deletion Process & Training
 - a. Fastest credit repair on the planet with Mike's Strategies
- 5. 14 Day Deletion Process for extremely fast removal of negatives
- 6. Business building, scaling, and growth
- 7. Vendor Access to 50-75% off Tradelines (Based on competitor prices)
- 8. Access to Business Tradelines and Business Funding
- 9. Mastermind Edition Individualized coaching with Mike for 6 months (24 weeks) every Monday
- 10. Access to Mike for questions 24/7 via Mike's private FaceBook Group
- 11. Complete blueprint on how Mike created an 8-figure credit repair/tradeline business

Inner Circle Doctorate: \$20,000 or \$5,000 down & \$5,000/month for 6 months

- 1. Everything above
- 2. 25 Coaching Calls per month in an intimate setting (less than 10 people)
 - a. Every Monday with Marketing Team
 - b. Every Tuesday with GM for Operations, Backend Systems, and Sales
 - c. Every Wednesday with Mike for high level ownership tactics and scaling
 - d. Group of like-minded business owners
 - i. It's not about your net worth, it's about your network
 - e. Every Monday and Friday at 6:00 (for negative removal and personal credit building coaching)
 - f. Every Monday at 8:00 (Mastermind)
 - g. Every 15th of the Month (Q&A)
- 3. Automation Edition access
 - a. How to automate your business to make money while you're sleeping and have your leads pay for themselves
- 4. Front Row Live Event Ticket (\$10,000)
- 5. Any and all future programs included
- 6. Mike's personal contact information and 24/7 direct access to Mike
 - a. Access to private group chats
- 7. This is meant for individuals trying to open, build, scale, automate, and grow their business or learn how to master everything business & credit related.

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EXHIBIT 5

Prosperity Training Technology LLC Receipt & Agreement

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and_____ ("Student" of a "limited use license", hereinafter

known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC harmless from.

4. Arbitration. (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("Association") then in effect by one arbitrator mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to

award any and all remedies and relief whatsoever that is deemed appropriate under the circumstances, including, but not limited to, money damages and injunctive relief. (b)This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. In the event any party fails to appear at any arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. The parties hereby consent to arbitration to be held within the City of Jacksonville, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall take place in the City of Jacksonville, and waive any objections that they may have based on improper venue or forum non conveniens. The arbitrator(s)' fees in connection with any such arbitration proceeding shall be shared equally among the parties hereto. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, phone number, email address you use for your Training Platform account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed via United States Postal Service Certified Mail to Prosperity Training Technology LLC, ATTN: Program Arbitration Filing, 14286 Beach Blvd., Suite 19-207, Jacksonville, FL 32250. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Training Platform account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration. Student further agrees to pay Training Platform's reasonable attorney's fees and costs arising from any actions or claims eligible for indemnification under this agreement. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any Party.

5. Refund Policy. All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence.

If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

If receiving services from a third party vendor for repair work, I agree to pay a \$99 payment via Credit Card directly to the vendor. I furthermore understand and agree that if receiving services from a third party vendor for repair work, I must have a current and paid IdentityIQ account with three bureau monitoring for the duration of the repair work and provide login credentials to Prosperity Training Technology LLC. I understand and agree that my repair duration depends on various external variables. I understand and agree that any changes to my IdentityIQ account login credentials will be noted with current and correct login credentials in an email to <u>EliteDeletionService@gmail.com</u> within one (1) business day of login credential change.

10. By purchasing any item or product from Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

The Credit Game University does not provide any services. Credit Game University solely provides educational content. All services are provided by our preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$3995 Paid 3/26/21

as agreed upon

in this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

CGU - Personal Touch Doctorate (SUPPORT 904-671-8484)

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

Signature:	
Print Name:	
Date: 3/26/2021	

Prosperity Training Technology LLC Receipt & Agreement

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and ______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

4. Arbitration. (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("Association") then in effect by one arbitrator mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to

award any and all remedies and relief whatsoever that is deemed appropriate under the circumstances, including, but not limited to, money damages and injunctive relief. (b)This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. In the event any party fails to appear at any arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. The parties hereby consent to arbitration to be held within the City of Jacksonville, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall take place in the City of Jacksonville, and waive any objections that they may have based on improper venue or forum non conveniens. The arbitrator(s)' fees in connection with any such arbitration proceeding shall be shared equally among the parties hereto. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, phone number, email address you use for your Training Platform account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed via United States Postal Service Certified Mail to Prosperity Training Technology LLC, ATTN: Program Arbitration Filing, 14286 Beach Blvd., Suite 19-207, Jacksonville, FL 32250. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Training Platform account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration. Student further agrees to pay Training Platform's reasonable attorney's fees and costs arising from any actions or claims eligible for indemnification under this agreement. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any Party.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

Payment 1 of 2 \$1500 on 12/17/21 Payment 2 of 2 \$3500 on 12/17/21as agreed uponin this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

Inner Circle Edition

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>		
Signature:		
Print Name		

Date: <u>12/17/2021</u>

Prosperity Training Technology LLC Receipt & Agreement

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and ("Student" of a "limited use license", hereinafter

known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

4. Arbitration. (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("Association") then in effect by one arbitrator mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to

award any and all remedies and relief whatsoever that is deemed appropriate under the circumstances, including, but not limited to, money damages and injunctive relief. (b)This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. In the event any party fails to appear at any arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. The parties hereby consent to arbitration to be held within the City of Jacksonville, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall take place in the City of Jacksonville, and waive any objections that they may have based on improper venue or forum non conveniens. The arbitrator(s)' fees in connection with any such arbitration proceeding shall be shared equally among the parties hereto. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, phone number, email address you use for your Training Platform account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed via United States Postal Service Certified Mail to Prosperity Training Technology LLC, ATTN: Program Arbitration Filing, 14286 Beach Blvd., Suite 19-207, Jacksonville, FL 32250. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Training Platform account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration. Student further agrees to pay Training Platform's reasonable attorney's fees and costs arising from any actions or claims eligible for indemnification under this agreement. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any Party.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

<u>\$5000 02/25/2022 \$2500 03/25/2022 \$2500 04/20/2022</u> as agreed upon in this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

CGU- Inner circle

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>		
Signature:		
(
Print Name		_

Date: 2/25/2022

Prosperity Training Technology LLC Receipt & Agreement

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and_____ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

4. Arbitration. (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("Association") then in effect by one arbitrator mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to

award any and all remedies and relief whatsoever that is deemed appropriate under the circumstances, including, but not limited to, money damages and injunctive relief. (b)This arbitration provision shall be deemed to be self-executing and shall remain in full force and effect after the expiration or termination of this Agreement. In the event any party fails to appear at any arbitration proceeding, an award may be entered against such party by default or otherwise notwithstanding said failure to appear. The parties hereby consent to arbitration to be held within the City of Jacksonville, State of Florida, and irrevocably agree that all actions or proceedings relating to this Agreement shall take place in the City of Jacksonville, and waive any objections that they may have based on improper venue or forum non conveniens. The arbitrator(s)' fees in connection with any such arbitration proceeding shall be shared equally among the parties hereto. Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, phone number, email address you use for your Training Platform account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be mailed via United States Postal Service Certified Mail to Prosperity Training Technology LLC, ATTN: Program Arbitration Filing, 14286 Beach Blvd., Suite 19-207, Jacksonville, FL 32250. Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Training Platform account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration. Student further agrees to pay Training Platform's reasonable attorney's fees and costs arising from any actions or claims eligible for indemnification under this agreement. Further, should any court of competent jurisdiction determine that this arbitration clause is not enforceable, then the remainder of the terms and restrictions contained therein shall apply to said litigation. Under such circumstances and in the event of any such litigation, no jury trial shall be allowed to any Party.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$15,000 on 01/24/2022 (Military discount + \$1,500 credit)as agreed uponin this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

|--|

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>		
Signature:		
Print Nam		
Date: 1/24	/2022	

Prosperity Training Technology LLC Receipt & Agreement

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

4. Arbitration. (a) Any dispute, question or difference arising between the parties to this Agreement in connection with this Agreement or otherwise in regard to the relationship of the parties hereto by virtue of the terms in this Agreement, including the construction and scope of this Agreement, that cannot be amicably resolved between them, shall be finally settled in accordance with Commercial Arbitration rules and regulations of the American Arbitration Association ("Association") then in effect by one arbitrator mutually selected by the parties from the commercial panel of the Association. The arbitrator(s) to be appointed shall be English speaking persons. The arbitrator(s) shall have the power to extend time for pronouncing the award with the consent of the parties. Judgment upon an arbitration may be entered in any court having competent jurisdiction thereof, and shall be binding, final and non-appealable. The arbitrator(s) shall have the power to
5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

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10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$20000 on 3/3/22	as agreed upon
in this contract.	

I hereby agree that I am receiving a limited use license to the digital product(s),

Inner Circle Doctorate Edition

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>	
Signature:	
D	
Print Nam	

Date: 3/3/2022

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and ______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$30000 1/11/21	as agreed upon
in this contract.	

I hereby agree that I am receiving a limited use license to the digital product(s),

<u>CGU - Diamond Edition</u>

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>		
Signature:		
Print Name		

Date: 1/11/2022

Case 3:22-cv-00487-TJC-MCR Document 50-6 Filed 06/13/22 Page 1 of 13 PageID 1046

EXHIBIT 6

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and ______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

5. Refund Policy. All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

The Credit Game University does not provide any credit repair services. Credit Game University solely provides educational content. All services are provided by our preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$3500 - 10/21/21 & then (\$997 1st of every month beginning Dec 1 for 6 as agreed upon in this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

Inner Circle

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>	
Signature:_	
D. AN	
Print Name	

Date: 10/21/2021

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

5. Refund Policy. All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

The Credit Game University does not provide any credit repair services. Credit Game University solely provides educational content. All services are provided by our preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$1,000 11/2/2021, \$1000 Monthly starting 12/1/2021 x 5 months as agreed upon in this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

CGU - Inner Circle (Support) 904-671-8484

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250



Date: 11/2/2021

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$2,000 11/23/2021,\$2,000 a month x 6 months starting 1/1/2021 as agreed upon in this contract.

I hereby agree that I am receiving a limited use license to the digital product(s),

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>	
Signature:	
Y	
Print Name	

Date: 11/23/2021

Case 3:22-cv-00487-TJC-MCR Document 50-7 Filed 06/13/22 Page 1 of 13 PageID 1059

EXHIBIT 7

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and_____("Student" of a "limited use license", hereinafter

known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC harmless from.

5. Refund Policy. All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence.

If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. **Disclaimer of Guarantee or Warranty.** Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

If receiving services from a third party vendor for repair work, I agree to pay a \$99 payment via Credit Card directly to the vendor. I furthermore understand and agree that if receiving services from a third party vendor for repair work, I must have a current and paid IdentityIQ account with three bureau monitoring for the duration of the repair work and provide login credentials to Prosperity Training Technology LLC. I understand and agree that my repair duration depends on various external variables. I understand and agree that any changes to my IdentityIQ account login credentials will be noted with current and correct login credentials in an email to EliteDeletionService@gmail.com within one (1) business day of login credential change.

10. By purchasing any item or product from Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

The Credit Game University does not provide any services. Credit Game University solely provides educational content. All services are provided by our preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$595 on 3/19/2021

in this contract.

as agreed upon

I hereby agree that I am receiving a limited use license to the digital product(s),

20 min consultation

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250



Date: <u>3/19/2021</u>

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and _____ ("Student" of a "limited use license", hereinafter

known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

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2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC harmless from.

5. Refund Policy. All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence.

If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

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If receiving services from a third party vendor for repair work, I agree to pay a \$199 payment via Credit Card, Cashapp, Zelle, or Venmo (determined by the vendor) directly to the vendor. I furthermore understand and agree that if receiving services from a third party vendor for repair work, I must have a current and paid IdentityIQ account with three bureau monitoring for the duration of the repair work and provide login credentials to Prosperity Training Technology LLC. I understand and agree that my repair duration depends on various external variables. I understand and agree that any changes to my IdentityIQ account login credentials will be noted with current and correct login credentials in an email to EliteDeletionService@gmail.com_within one (1) business day of login credential change.

10. By purchasing any item or product from Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

The Credit Game University does not provide any services. Credit Game University solely provides educational content. All services are provided by our preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$750 on 5/4/2021 in this contract.

_as agreed upon

I hereby agree that I am receiving a limited use license to the digital product(s),

Consultation 20 Minutes

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

Student	
Signature:	
Print Name	

Date: _____

This Agreement is made between Prosperity Training Technology LLC ("Training Platform")

and ______ ("Student" of a "limited use license", hereinafter known simply as "Student").

Training Platform owns the Prosperity Training Product; including related copyrights, trademarks and business methods; Training Platform is in the business of licensing the Products to companies and individuals in various markets for the purpose of training and education.

This Agreement is entered into and effective as of the date of execution below:

1. **Trademarks.** Training Platform owns all the trademarks and service marks associated with the Products, including Prosperity Training Interactive program. Training Platform also owns all rights and title to copyrights and the Training Platform is the owner of processes, patentable or otherwise in the Products as a business method. Any training logos, trademarks, Works or other custom content added by Student remains the property of Student.

2. Legally Binding. This is a legally binding contract for the total value provided herein. Student is permitted to use the training program as long as payments are current. By signing this Agreement, you are authorizing Prosperity Training Technology LLC to charge your credit card for the monies owed. If your payment is not made on your scheduled date of your due date, the program will be deactivated. We reserve the right and you agree to let us charge the card on file for the amount due. No verbal agreements alter this section.

3. Indemnification. You hereby agree to indemnify and hold harmless Prosperity Training Technology, and its subsidiaries and Students, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on intellectual property rights or a violation thereof. Student understands that any vendor that is recommended by Prosperity Training Technology LLC, has no affiliation with Prosperity Training Technology LLC. Any legal situation that may arise with any particular vendor, the Student agrees to hold Prosperity Training Technology LLC harmless from.

5. **Refund & Cancellation Policy.** All digital products are excluded from the 100% money back guarantee and are non-refundable. Any chargeback, dispute, or other monetary disagreement will result in an owed debt of \$20 by Student to Training Platform per occurrence. All subscription based products require a minimum 30 day notice prior to next recurring billing date for payment cancellation. Failure to request cancellation 30 days prior to the next recurring billing date will result in the Student being responsible for recurring charge . If you have any support needs or questions, please contact support.

6. Jurisdiction. Student agrees that this Agreement is governed by and shall be construed in accordance with the laws of the State of Florida, without reference to conflicts of laws principles. Each of the Parties irrevocably submits to the exclusive jurisdiction of the state and federal courts situated in the State of Florida for purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby and agrees not to commence any action, suit or proceeding relating hereto except in such courts. Student also agrees that the parties shall attempt to mediate any disagreement before filing any claims, arbitration, or lawsuit.

7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect.

8. Binding. Student warrants and represents that by signing below, that he/she is the duly authorized agent with the capacity to bind the Student to the terms of this contract. Any usage of the digital products constitutes ratification of this Agreement.

9. Disclaimer of Guarantee or Warranty. Results disclosed in testimonies received by Training Platform not necessarily the results of the average Student. Student recognizes that every consumer's circumstances are different, and that Training Platform does not represent or warrant that it, or any recommended vendor, will achieve specific results for Student. We don't guarantee results from our services or any third party company we refer, recommend, or provide contact information to. The performance of any third party company is separate and in no way affiliated with services of Training Platform. Student agrees and understands to indemnify and hold Training Platform harmless from and against any and all claims, demands, actions, liabilities, costs or damages arising from any third party company. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. It takes education, drive and hard work to reach your goals.

10. By purchasing any item or product from The Credit Game Training Platform, you acknowledge and agree to be bound by the terms and conditions set forth herein this Agreement. You acknowledge and agree to be bound by the terms and conditions of Training Platform's Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything, or enter into any transaction with us.

<u>The Credit Game University does not provide any credit repair services.</u> Credit Game University solely provides educational content. All services are provided by preferred third-party vendors.

By signing below, I hereby authorize Prosperity Training Technology to charge my credit card

\$3000 on 2/4/22	as agreed upon
in this contract.	

I hereby agree that I am receiving a limited use license to the digital product(s),

30 Minute Coaching with Mike

The parties fully agree to the Terms of this Agreement:

Prosperity Training Technology LLC:

14286 Beach Blvd Suite 19-207 Jacksonville, FL 32250

<u>Student</u>	
Signature:	
Print Name	

Date: 2/4/2022

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EXHIBIT 8

BBB XXXXXXXXXXXX XXXXX XXXXXX 16847681 XXXXX XXXX

This is Credit Game University's (CGU) formal response to XXXXX XXXXXX Complaint with the Better Business Bureau. Credit Game University (CGU) does not provide any services, Credit Game University (CGU) solely provides educational content.

The client made a purchase on X/XX/XX in the amount of XXXX.XX for the XXXX Edition, an online Credit Education Platform. XXXXX XXXXXX was given access to the purchased education immediately on X/XX/XXXX. The client was required to initial and sign, in understanding that "The Credit Game University does not provide any services. Credit Game University solely provides educational content. All services are provided by our third-party vendors." The signed agreement was required by XXXXX XXXXXX before making any purchase. The client also was required to sign, in understanding, our refund policy: "All digital products are excluded from the 100% money-back guarantee and are non-refundable." I have enclosed a copy of the signed DocuSign, the IP Location of both signees, and proof that XXXXX XXXXXX benefitted from the digital education purchase.

If this complaint is in regards to any services provided by the third-party vendors, the client needs to reach out to the third-party vendor. They will be happy to assist in any service-related questions or concerns the client may have.

Should the client have any questions or concerns about this response, the client may reach out at 904-671-8484 or support@creditgameu.com.

Thank You,

Credit Game University Support

904-671-8484

support@creditgameu.com

APPROVED REFUND RESPONSE

BBB XXXXXXXXX XXXX XXXX

This is Credit Game University (CGU) formal response to XXXXX XXXXXX Complaint with the Better Business Bureau. Credit Game University (CGU) does not provide any services, Credit Game University (CGU) solely provides educational content.

Upon receiving this Complaint from XXXX XXXX, we have reviewed the case in light of the complaint details and have taken necessary steps to resolve the issue and we believe we have to resolve the clients concerns. If the client has any questions about the information in this response, Credit Game University (CGU) would urge the client to contact us directly.

XXXX XXXX will receive a partial refund via check to the address submitted to this complaint.

We hope this has resolved the client's issue and they are satisfied with our response. Should the client have any questions or concerns about this response, the client may reach out at 904-671-8484 or support@creditgameu.com.

Thank You,

Credit Game University Support

904-671-8484

support@creditgameu.com

Moreover, XXXXX XXXXXX disputed his charge with his financial institution on XX/XX/XX. When clients dispute any charges, they forfeit any support for their purchased digital program. We also notify any third-party vendors to immediately halt any and all services.

BBB 15924791 XXXX
This is Credit Game University (CGU) formal Response to XXXXXX XXXXXXX Complaint with the Better Business Bureau. Credit Game University (CGU) does not provide any services, Credit Game University (CGU) solely provides educational content.

Client was financed for the purchase of the XXX Edition. The client was financed by a third-party finance company on X/XX/XXXX for the total amount of \$XXXX.XX paid monthly for 18 months. XXXXXX XXXXXXX's purchase was for the online Credit Education Platform, which she was given access to on X/XX/XXXX. Client also signed our digital agreement, via Docusign, and was required to initial and signature in understanding that "The Credit Game University does not provide any services. Credit Game University solely provides educational content. All services are provided by our third-party vendors." XXXXXX XXXXXX was required to, again, initial in understanding, "All digital products are excluded from the 100% money back guarantee and are non-refundable." In addition, XXXXXX XXXXXXX signed a consent form and contract with Denefits, the third-party finance company. I have enclosed a copy of the signed Docusign, Denfits consent form, Denefits contract and proof that XXXX XXXX benefitted from their digital education. Due to the maximum number of uploads for supporting documents, we will be happy to provide more supporting documentation upon request.

If this complaint is in regards to the third-party vendor, the client needs to reach out to the third-party vendor. They will be happy to assist in any service related questions or concerns the client may have.

Thank You,

Credit Game University Support

904-671-8484

support@creditgameu.com

BBB XXXXXXXXXXXX XXXXX XXXXXX 16847681 XXXXX XXXX

This is the formal response to XXXXX XXXXXX Complaint with the Better Business Bureau. We do not provide any services, we solely provide educational content.

The client made a purchase on X/XX/XX in the amount of XXXX.XX for an online Credit Education Platform. XXXXX XXXXXX was given access to the purchased education immediately on X/XX/XXXX. The client was required to initial and sign, in understanding

that "The (CGU) does not provide any services. (CGU) solely provides educational content. All services are provided by our third-party vendors." The signed agreement was required by XXXXX XXXXX before making any purchase. The client also was required to sign, in understanding, our refund policy: "All digital products are excluded from the 100% money-back guarantee and are non-refundable." I have enclosed a copy of the signed DocuSign, the IP Location of both signees, and proof that XXXXX XXXXX XXXXX benefitted from the digital education purchase.

If this complaint is in regards to any services provided by the third-party vendors, the client needs to reach out to the third-party vendor. They will be happy to assist in any service-related questions or concerns the client may have.

Should the client have any questions or concerns about this response, the client may reach out at 904-671-8484.

Thank You,

CGU Support

904-671-8484

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FTC v. Prosperity Training Technology LLC et al.						
	Summary of Non-Receivership Entities					
	Summary of Ivon-Receivership Enduces					
Number	Entity / Name	Summary of Relationship to Defendants				
1	At Your Service Professional Cleaning And Handyman Service, LLC	Owned by John T Rando				
2	Atlantis Global Trading LLC	John T Rando is officer of the company				
3	AYS Cleaning LLC	Owned by John T Rando and Deborah Rando				
4	CS Media LLC	Owned by Valerie Rando				
5	Digital Growth Enterprises , LLC	Owned by John T Rando and Deborah Rando				
6	Dr Steve's Caffeine Melts, LLC	Identified in Fifth Third Bank - Mastercard Business Debit account x0895. Included Michael Rando's name				
7	Education Training and Consulting LLC	Co-owned by Michael and Valerie Rando				
8	Go Pasta Go, Inc.	Deborah Rando listed as officer of company.				
9	GrayceNJohnson Enterprises LLC	Owned by John T Rando				
10	Green Parrot 104 Land Trust	Owned by Defendants				
11	Green Parrot 104 LLC	Owned by MJP				
12	Green Parrot 307 Land Trust	Owned by Defendants				
13	Green Parrot 307 LLC	Owned by MJP				
14	Hitideflorida LLC	Owned by Valerie Rando				
15	Kensington Lakes 202 Land Trust	Valerie Rando has a beneficial interest.				
16	Key Lime 107 LLC	Owned by MJP				
17	Key Lime 204 Land Trust	Owned by Defendants				
18	Key Lime 204 LLC	Owned by MJP				
19	Key Lime 205 Land Trust	Owned by Defendants				
20	Key Lime 205 LLC	Owned by MJP				
21	Key Lime 207 Land Trust	Owned by Defendants				
22	Key Lime 207 LLC	Owned by MJP				
23	Key Lime 301 Land Trust	Owned by Defendants				
24	Key Lime 301 LLC	Owned by MJP				
25	Key Lime 302 Land Trust	Owned by Defendants				
26	Key Lime 302 LLC	Owned by MJP				
27	Key Lime 304 Land Trust	Owned by Defendants				
28	Key Lime 304 LLC	Owned by MJP				
29	Key Lime 305 Land Trust	Owned by Defendants				
30	Key Lime 305 LLC	Owned by MJP				
31	Key Lime 307 Land Trust	Owned by Defendants				

FTC v. Prosperity Training Technology LLC et al.						
Summary of Non-Receivership Entities						
Summary of Ivon-Receivership Entities						
Number	Entity / Name	Summary of Relationship to Defendants				
32	Key Lime 307 LLC	Owned by MJP				
33	Kinetic Construction Company, Inc.	Owned by Deborah Rando				
34	Legacy Matchmaking LLC	Owned by Valerie Rando				
35	MJP Investors LLC	Co-owned by Michael Rando, Valerie Rando, and Deborah Rando				
36	Moneygame LLC	Owned by Michael Rando				
37	MR Protection Trust	Disclosed by Michael Rando. Valerie Rando and Deborah Rando are beneficiaries				
38	New Face Credit Consultants LLC	Identified in Service Agreement with Elite Deletions				
39	New Face Marketing LLC	Identified in Service Agreement with Elite Deletions				
40	Ocean Park Developers LLC	Owned by John T Rando				
41	PSF Investments, Inc.	Owned by Deborah Rando				
42	Rando AIRBNB Ventures, LLC	John Rando, Deborah Rando, Michael Rando, and Valerie Rando lited as authorized persons/owners				
43	Resource Network of America LLC	Deborah Rando listed as officer of company.				
44	Retail Ecommerce Ventures	Disclosed by Michael Rando.				
45	Rushmore Enterprises LLC	Identified in Service Agreement with Elite Deletions				
46	Saddle Club Investments LLC	Owned by John T Rando				
47	SADG, LLC	John C Rando is officer of the company				
48	Sondra Cove Land Trust	Valerie Rando has a beneficial interest.				
49	Spellman Flooring LLC	John C Rando is officer of the company				
50	St. Johns Point LLC	Owned by John T Rando				
51	Strategic Scaling Group, LLC	Owned by John T Rando and Deborah Rando				
52	Sun, Health & Beauty, Inc.	Owned by Deborah Rando				
53	Sunset River Development, LLC	Owned by John T Rando				
54	Underwater Asset, LLC;	Owned by John T Rando and Deborah Rando				
55	VR Protection Trust	Disclosed by Michael Rando. Authorized signer is Valerie Rando. Michael Rando and Deborah Rando are listed beneficiaries				

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Federal Trade Commission v. Michael Rando, et al.							
Summary of Sources							
Prosperity Tra	Prosperity Training Technology LLC						
Fifth Third Bank x0699, Fift							
For the Period Ma	rch 18, 2020 to Ma	ay 5, 2022					
Payor	Total	Category					
M Merchant Services	\$ 8,031,133.48	Customer Payments					
Electronic Commerce, LLC	5,898,016.71	Customer Payments					
Michael Rando / Mike Singles	2,139,138.00	Principals / Officers					
Digital Growth Enterprises LLC	1,001,000.00	Related Entity					
Denefits	540,113.35	Customer Payments					
Returned Item	· · · · ·	Returned Items					
First Coast Matchmakers Inc		Related Entity					
AYS Cleaning LLC	60,056.75	Related Entity					
Prime Corporate	57,651.00	Referral Fees					
Valerie Rando	50,781.68	Principals / Officers					
ST Referrals Corporation	26,130.00	Tradelines Seller					
Unknown Venmo	23,092.46	Potential Customer Payments					
Education Training And Consulting LLC 22,900.00 Related Entity							
Laneaxis Inc	17,750.00	Software Vendor					
PayPal	16,701.31	Potential Customer Payments					
Fidelity Information Services	16,179.18	Customer Payments					
Cody Michael Beaudette	10,000.00	Customer Payments					
Craig Air Center, Dba My Jet	10,000.00	Private Jet Services					
Google	8,840.41	Google Adsense Revenue					
Viss Advisory Trust	5,600.00	Investment					
Unknown	5,576.01	Further Investigation Required					
Other Payors - Less Than \$5,000 Each	6,150.26						
TOTAL	\$ 18,313,288.04						
<u>Source(s):</u>							
Bank records for Fifth Third Bank accoun	e	1 0					
Training Technology LLC, for the period							
Bank records for Fifth Third Bank accoun	-						
Training Technology LLC, for the period of March 18, 2020 through May 5, 2022.							
Bank records for Truist bank account ending x5489 held in the name of Prosperity Training							
Technology LLC, for the period of April 24, 2022 through April 29, 2022.							

Federal Trade Commission v. Michael Rando, et al.							
Summary of Uses							
	raining Technology						
Fifth Third Bank x0699, Fi							
For the Period M	larch 18, 2020 to Ma	ay 5, 2022					
Payee	Total	Category					
Deveey Ly e	¢ (2,004,027,11)	Dermall Commission					
Paycor Inc		Payroll Services					
Cardone Equity Fund XV	(2,000,000.00)						
Michael Rando / Mike Singles		Principals / Officers					
American Express		Credit Card Payments					
Retail Ecommerce Ventures LLC	(1,000,000.00)						
Cardone Equity Fund X	(1,000,000.00)						
Digital Growth Enterprises LLC		Related Entity					
Rushmore Enterprizes		Potential Related Entity					
M Merchant Services - Chargeback		Merchant Chargebacks					
City National Bank Of Florida		Further Investigation Required					
Steel Trap LLC	(479,982.00)	Trevor Berke Entity					
Electronic Commerce, LLC	(453,632.31)	Merchant Fees / Chargebacks					
Investment Resolutions Corp	(452,082.00)	Further Investigation Required					
M Merchant Services	(327,654.06)	Merchant Fees					
Returned Item	(303,387.44)	Returned Items					
Brock Birtolo	(222,723.73)	Employee					
Automated Scaling LLC	(200,000.00)	Credit Consultation					
Elite Customer Services LLC	(182,680.00)	Related Entity					
Pallara Realty LLC	(165,855.00)	Office Lease Payments					
H Greg Lux	(110,109.46)	Luxury Vehicle Dealership					
Revolution G LLC		Further Investigation Required					
Cardone Training Technologies Inc.		Grant Cardone Entity					
Pablo Station		Office Lease Payments					
VA Leasing Corporation		Luxury Vehicle Dealership					
Navy Federal Credit Union (NFCU)		Credit Card Payments					
Mas Group LLC		Further Investigation Required					
Vayner Speakers LLC		Conference Expenditures					
Visa		Credit Card Payments					
Adagio Enterprises LLC		Further Investigation Required					
Barclay Card		Credit Card Payments					
Globale Trading		Chargeback Dispute Vendor					
Superior Transportation Associates		Private Jet Services					
Malone Air Charter	(22,557.80)	Private Jet Services					

	Summary of Uses						
Prosperity Training Technology LLC							
Fifth Third Bank x0699, Fi	fth Third Bank x072	20, and Truist x5489					
For the Period N	larch 18, 2020 to Ma	ay 5, 2022					
Payee	Total	Category					
First Coast Matchmakers Inc	(21,600,00)	Related Entity					
Digital Business Scaling LLC	· · · · · · · · · · · · · · · · · · ·	Related Entity					
Legacy Matchmaking LLC		Related Entity					
Valerie Rando		Principals / Officers					
Capital One Bank NA		Credit Card Payments					
Craig Air Center, Dba My Jet	· · · · · · · · · · · · · · · · · · ·	Private Jet Services					
Cardone Ventures LLC		Grant Cardone Entity					
Grant Cardone		Grant Cardone Entity					
Authorize.net		Payment Processing Fees					
Jnderwater Asset, LLC							
Underwater Asset, LLC(9,000.00)John Rando EntityCash(8,371.00)Cash Disbursements							
Comcast (7,759.05) Other Expenditures							
First National Bank of Omaha (FNBO)		Credit Card Payments					
Ayron Pincomb	(6,600.00)						
EA Utilities	(5,876.00)						
Id Bank Michael Rando		Debt Repayment					
ohn Rando		Michael Rando Relative					
30 Proof Imports LLC		Further Investigation Required					
Other Payees - Less Than \$5,000 Each	(78,277.29)						
TOTAL	\$ (17,435,696.26)						
Source(s):							
Bank records for Fifth Third Bank account	nt ending x0699 held	in the name of Prosperity					
Fraining Technology LLC, for the period	of October 14, 2020	through May 5, 2022.					
Bank records for Fifth Third Bank account	nt ending x0720 held	in the name of Prosperity					
Training Technology LLC, for the period of March 18, 2020 through May 5, 2022.							

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Federal Trade Commission v. Michael Rando, et al.						
Summary of Sources Legacy Matchmaking LLC Fifth Third Bank x2049						
For the Period March 18, 2020 to April 30, 2022						
Payor Total Category						
Michael Rando / Mike Singles	\$	279,250.00	Principals / Officers			
DAS (Diversified Acquiring Solutions)	-	100,086.26	Customer Payments			
First Coast Matchmakers Inc		70,100.00	Related Entity			
Unknown		39,320.00	Further Investigation Required			
Prosperity Training Technology LLC		20,000.00	Related Entity			
Electronic Commerce, LLC		8,202.70	Customer Payments			
Returned Item		7,510.13	Returned Items			
Other Payors - Less Than \$5,000 Each		14,071.12				
TOTAL	\$	538,540.21				
Source:						
Bank records for Fifth Third Bank accourt		-				
Matchmaking LLC, for the period of March 18, 2020 through April 30, 2022.						

Federal Trade Commission v. Michael Rando, et al.							
Summary of Uses							
Legacy Matchmaking LLC Fifth Third Bank x2049							
For the Period March 18, 2020 to April 30, 2022							
For the renou Waren 16, 2020 to April 50, 2022							
Payee Total Category							
Paycor Inc	\$	(196,933.15)	Payroll Services				
DAS (Diversified Acquiring Solutions)		· · · · · · · · · · · · · · · · · · ·	Merchant Fees / Chargebacks				
Google			Advertising / Marketing Expense				
Syslo Ventures			Advertising / Marketing Expense				
Facebook			Advertising / Marketing Expense				
Elizabeth Sarah Collections LLC		(14,261.50)					
PayPal		(11,648.24)	Further Investigation Required				
Surfer The Bar		(9,822.29)	Entertainment				
Richard Kent Lewis		(8,030.84)	Customer Refund				
Ikea		(8,012.55)	Furniture				
Returned Item		(7,510.13)	Returned Items				
Brown Enterprises		(7,109.36)	Signage Vendor				
Unknown Venmo		(6,135.36)	Further Investigation Required				
Matchmaking Institute		(6,000.00)	Further Investigation Required				
Emerald C'S Development, Inc.		(5,135.00)	General Contractor				
Other Payees - Less Than \$5,000 Each (114,639.75)							
TOTAL \$ (537,206.82)							
Source:							
Bank records for Fifth Third Bank account ending x2049 held in the name of Legacy							
Matchmaking LLC, for the period of March 18, 2020 through April 30, 2022.							

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Summary	of So	urces	
First Coast N	latch	makers	
Fifth Third	Bank	x0190	
For the Period May 29,	2020	to April 30, 2	2022
		Tatal	Catagory
Payor		Total	Category
Small Business Administration	\$	159,900.00	SBA Loan Proceeds
Funds Transfer Credit Loan/Lease Proceeds		132,735.00	Lease Proceeds
Prosperity Training Technology LLC		21,600.00	Related Entity
Other Payors - Less Than \$5,000 Each		5,573.96	
TOTAL	\$	319,808.96	
Source:			
<u>Source:</u>			the name of First Coast

Federal Trade Commission v. Michael Rando, et al.						
		ry of Uses Matchmakers				
Fifth Third Bank x0190						
For the Period May 29, 2020 to April 30, 2022						
Payee Total Category						
Legacy Matchmaking LLC	\$	(70,100.00)	Related Entity			
Prosperity Training Technology LLC		(62,635.00)	Related Entity			
Navy Federal Credit Union (NFCU)		(33,842.00)	Credit Card Payments			
American Express		(33,829.39)	Credit Card Payments			
Visa		(26,222.81)	Further Investigation Required			
Barclay Card		(20,989.44)	Credit Card Payments			
Emerald C'S Development, Inc.		(20,839.08)	General Contractor			
Td Bank Valerie Rando		(15,137.13)	Debt Repayment			
Unknown		(14,600.00)	Further Investigation Required			
Kim Snead		(9,026.80)	Further Investigation Required			
Other Payees - Less Than \$5,000 Each		(12,509.99)				
TOTAL	\$	(319,731.64)				
Source:						
Bank records for Fifth Third Bank accour	nt end	ding x0190 held	l in the name of First Coast			

Matchmakers, for the period of May 29, 2020 through April 30, 2022.

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Case 3:22-cv-00487-TJC-MCR Document 50	-13 Filed 06/13/	22 Page 2 of 5 PageID 1091
Prosperity Training Technology	Invoice	
14286 Beach Blvd. 19-207	Invoice #	28269
Jacksonville, FL 32250	Billed On	Mar 19, 2021
United States	Terms	On-Receipt
Phone: 904-671-8484	Due On	Mar 19, 2021
Email: Support@CreditGameU.com		

Bill To

PAID on Mar 19, 2021
\$198.00 USD

		Α	mount Due	\$0.00
		Pa	aid	(\$198.00)
		Т	otal	\$198.00
		Si	ubtotal	\$198.00
Mar 19, 2021	VIP Credit Analyzation \$99	1	\$99.00	\$99.00
Mar 19, 2021	Elite Customer Services Consultation	1	\$99.00	\$99.00
Date	Description	Qty	Price	Subtotal

Payments

Mar 19, 2021

\$198.00 Payment from

Notes

Thank You For Your Business!

For Any Required Support, Please Contact Us: Via Email: Support@CreditGameU.com Via Phone: 904-671-8484

All amounts in United States Dollars (USD)

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Prosperity Training Technology	Invoice	
14286 Beach Blvd. 19-207	Invoice #	27913
Jacksonville, FL 32250	Billed On	Mar 17, 2021
United States	Terms	On-Receipt
Phone: 904-671-8484	Due On	Mar 17, 2021
Email: Support@CreditGameU.com		

Bill To

PAID on Mar 17, 2021 \$198.00 USD

Date	Description	Qty	Price	Subtotal
Mar 17, 2021	Elite Customer Services Consultation	1	\$99.00	\$99.00
Mar 17, 2021	VIP Credit Analyzation \$99	1	\$99.00	\$99.00
		S	ubtotal	\$198.00
		Т	otal	\$198.00
		P	aid	(\$198.00)
		A	mount Due	\$0.00

Amount Due

Payments

Mar 17, 2021

\$198.00 Payment from

Notes

Thank You For Your Business!

For Any Required Support, Please Contact Us: Via Email: Support@CreditGameU.com Via Phone: 904-671-8484

All amounts in United States Dollars (USD)

Elite Customer Services,llc

 12527 Charles Cove Road Jacksonville, FL 32246

 Phone: 904-923-1260 Fax: 866-740-3795 Email:
 atyourservicejacksonville.com

INVOICE

TO: Prosperity Training Technology

DATE: 6/13/2022 CUSTOMER ID: PROT20

	JOB DESC	RIPTION			
Consultaions					
	Detailed Descri			1.	
1/18/2021-1/29/2021	Amount	183	\$50.00	\$	9,150.00
	DUE UF	ON RECEIPT			
			TOTAL	\$	9,150.00
	We Accept all Major Credit/Debit	Cards			

Respectfully Submitted By: _ *J*R

For: Elite Customer Services

Elite Customer Services,llc

 12527 Charles Cove Road Jacksonville, FL 32246

 Phone: 904-923-1260 Fax: 866-740-3795 Email:
 atyourservicejacksonville.com

INVOICE

TO: Prosperity Training Technology

DATE: 6/13/2022 CUSTOMER ID: PROT20

	JOB DESC	RIPTION			
Consultaions					
	Detailed Descr			1	
9/30/2020-10/16/2020	Amount	165	\$10.00	\$	1,650.00
	DUE UF	PON RECEIPT			
			TOTAL	\$	1,650.00
v	Ve Accept all Major Credit/Debit	Cards			

Respectfully Submitted By: _

For: Elite Customer Services

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Federal Trade Commission v. Michael Rando, <i>et al.</i> Summary of Assets and Liabilities								
Category	Description	Party	Estimated Asset Amount	Estimated Liability Amount	Estimated Net Value	Date of Value	Source	
Cash and Money N	Market Accounts							
	See Bank Account schedule for							
	details		\$ 1,383,500.26	s -	\$ 1,383,500.26	6/10/2022	Multiple Sources	
	Total		1,383,500.26	-	1,383,500.26			
Receivables								
	Prime Corporate Services, LLC	Prosperity Training						
	("Prime")	Technology, LLC	6,556.50		6,556.50	5/20/2022	TRO Response	
	Total		6,556.50	-	6,556.50		* *	
nvestments								
		MR Protection Trust (Michael						
	Cardone Equity Fund Investments		2,559,530.00		2,559,530.00	12/31/2021	TRO Response	
	Retail Ecommerce Ventures - Tai	,	_,,		_,,.		MR Financial Disclosures / Bank	
	Lopez*	Michael Rando	750,000.00	_	750,000.00	1/31/2022		
	Retail Ecommerce Ventures - Tai		/50,000.00		/50,000.00	1/31/2022	PTT Financial Disclosures / Bank	
		LLC (Michael Rando)	1,000,000.00		1,000,000.00	11/10/2021		
	Lopez	LLC (Wilchael Kando)	1,000,000.00	-	1,000,000.00	11/10/2021	Records	
	Learne Matching 11 . *	Mishael Danie	1/7 000 00		1/7 000 00	E/10/2022	MD Einensiel D.	
		Michael Rando	167,000.00		167,000.00	5/18/2022	MR Financial Disclosures	
		MR Protection Trust (Michael						
	Webull (Crypto)	Rando)	5,480.00	-	5,480.00	5/18/2022	MR Financial Disclosures	
							MR Financial Disclosures / PTT	
	Novatech*	Michael Rando	3,000.00		3,000.00	5/18/2022	Financial Disclosures	
	Acorns*	Valerie Rando	9,000.00	-	9,000.00		VR Financial Disclosures	
			3,000.00		2,000.00	2. 10.2022		
	Coinbase	Unknown	Unknown	Unknown	Unknown	Unknown	On-site	
		First Coast Matchmakers Inc.	Ulknown	UIIKIIOWII	UIKNOWN	UIKIIOWI	Su-suc	
				77.1		E/17/2022	FCM Financial Dial	
	Resource Management Group	(Valerie Rando)	Unknown	Unknown	Unknown	5/17/2022	FCM Financial Disclosures	
		Prosperity Training Technology						
		LLC (Michael Rando)	Unknown	Unknown	Unknown		Bank Records	
	Total		4,494,010.00	-	4,494,010.00			
ote: The market v	alue of the investments was used, if a	vailable. Investments marked with a	in * need further investigat	ion to determine the mark	et value, and therefore are being	valued at their i	initial investment amount.	
eal Property	12311 Kensington Lakes Drive,							
	Unit 202, Jacksonville, FL 32246	Kensington Lakes 202 Land Trust	216,500.00	6,931.20	209,568.80	6/8/2022	Zillow / Tax Collector	
	285 Sondra Cove, Jacksonville,							
	FL 32225	Sondra Cove Land Trust	344,000.00		344,000.00	6/8/2022	Zillow	
	Total	Solidite Core Land Hust	560,500.00	6,931.20			Linow	
	Total		500,500.00	0,551.20	555,500.00			
ife Insurance								
ane msurance	Life Insurance	Valerie Rando	Unknown	Unknown	Unknown	5/19/2022	VR Financial Disclosures	
			250,000.00	200,000.00				
		Valerie Rando		200,000.00	50,000.00		VR Financial Disclosures	
		Michael Rando	29,050.30		29,050.30		MR Financial Disclosures	
	Total		279,050.30	200,000.00	79,050.30			
ehicles								
	Lamborghini Aventador 2016 -	Prosperity Training Technology					MR Financial Disclosures / Lease	
	VA Leasing	LLC	300,000.00	256,848.86	43,151.14	5/18/2022	Agreement	
	Mercedes ML350 2019 -						MR Financial Disclosures / MR	
	Mercedes Benz Financial Services	Michael Rando	Unknown	6,495.00	(6,495.00)	5/18/2022	Credit Reports	
	Maserati GT 2017 - TD Auto		Cincilowii	0,175.00	(0,175.00)	2. 10.2022	MR Financial Disclosures / Finan	
		Michael Rando	52,000.00	60,177.22	(0 177 17)	4/25/2022		
			52,000.00	00,177.22	(8,177.22)	- 23/2022	surement	
		Prosperity Training Technology	10,000,000		15 000 00		Email from Conc. 1	
		LLC (Michael Rando)	15,000.00	-	15,000.00	N/A	Email from Counsel	
	BMW X7 xDrive40i 2019 -	Valerie Rando / First Coast					ma a a	
		Matchmakers Inc.	-	Unknown	Unknown		TRO Response	
						5/11/2022	MR Accurint Report	
	White 2019 Mercedes Benz GLS		Unknown	Unknown	Unknown			
		Michael Rando Valerie Rando	Unknown Unknown	Unknown Unknown			VR Accurint Report	
	White 2019 Mercedes Benz GLS					5/24/2022	VR Accurint Report	
	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML		Unknown	Unknown	Unknown	5/24/2022	VR Accurint Report	
Other Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML		Unknown	Unknown	Unknown	5/24/2022	VR Accurint Report	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML	Valerie Rando	Unknown 367,000.00	Unknown	Unknown	5/24/2022		
other Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex	Valerie Rando Michael Rando	Unknown 367,000.00 15,000.00	Unknown	Unknown 43,478.92 15,000.00	5/24/2022	MR Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse	Valerie Rando Michael Rando Valerie Rando	Unknown 367,000.00 15,000.00 5,000.00	Unknown	Unknown 43,478.92 15,000.00 5,000.00	5/24/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse	Valerie Rando Michael Rando Valerie Rando Valerie Rando	Unknown 367,000.00 15,000.00 5,000.00 2,500.00	Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring	Valerie Rando Nichael Rando Valerie Rando Valerie Rando Valerie Rando	Unknown 367,000.00 15,000.00 5,000.00 2,500.00 7,500.00	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures	
Wher Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread	Valerie Rando Michael Rando Valerie Rando Valerie Rando Michael Rando	Unknown 367,000.00 15,000.00 5,000.00 2,500.00	Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures	
)ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology	Unknown 367,000.00 15,000.00 5,000.00 2,500.00 7,500.00 Unknown	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/11/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2)	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology LLC (Michael Rando)	Unknown 367,000.00 15,000.00 5,000.00 2,500.00 7,500.00	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/11/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures	
Other Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2)	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2)	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology LLC (Michael Rando)	Unknown 367,000.00 15,000.00 5,000.00 2,500.00 7,500.00 Unknown	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel	
tther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counse! PTT Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc.	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	Unknown 323,521.08	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment Computer Equipment	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando)	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00	Unknown 323,521.08 Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment Computer Equipment	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando)	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	Unknown 323,521.08 Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00 Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures FCM Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuiton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment Computer Equipment Furniture	Valerie Rando Wichael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando) First Coast Matchmakers Inc.	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	Unknown 323,521.08 Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding King Peloton Tread Video Camera (2) Computer Equipment Computer Equipment Furniture Email List & Software from Boost	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando) First Coast Matchmakers Inc. (Valerie Rando)	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	Unknown 323,521.08 Unknown	Unknown 43,478.92 15,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00 Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures FCM Financial Disclosures FCM Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding Ring Peloton Tread Video Camera (2) Computer Equipment Furniture Furniture Email List & Software from Boost My Score	Valerie Rando Wichael Rando Valerie Rando Valerie Rando Valerie Rando Michael Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando) First Coast Matchmakers Inc.	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00 Unknown Unknown	Unknown 323,521.08 Unknown Unknown Unknown	Unknown 43,478.92 5,000.00 5,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00 Unknown Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 2019	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures FCM Financial Disclosures	
ther Assets	White 2019 Mercedes Benz GLS Black 2013 Mercedes Benz ML Total Rolex Chanel Purse Louis Vuitton Purse Wedding King Peloton Tread Video Camera (2) Computer Equipment Computer Equipment Furniture Email List & Software from Boost	Valerie Rando Michael Rando Valerie Rando Valerie Rando Valerie Rando Prosperity Training Technology LLC (Michael Rando) Prosperity Training Technology LLC (Michael Rando) First Coast Matchmakers Inc. (Valerie Rando) First Coast Matchmakers Inc. (Valerie Rando)	Unknown 367,000.00 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00	Unknown 323,521.08 Unknown	Unknown 43,478.92 15,000.00 2,500.00 7,500.00 Unknown 3,000.00 5,000.00 Unknown Unknown	5/24/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 5/18/2022 2019	MR Financial Disclosures VR Financial Disclosures VR Financial Disclosures VR Financial Disclosures Email from Counsel PTT Financial Disclosures PTT Financial Disclosures FCM Financial Disclosures FCM Financial Disclosures	

Federal Trade Commission v. Michael Rando, <i>et al.</i> Summary of Assets and Liabilities								
Category	Description	Party	Estimated Asset Amount	Estimated Liability Amount	Estimated Net Value	Date of Value	Source	
Leases								
	Atlantic Self Storage	Michael Rando	\$ -	\$ 462.26	\$ (462.26)	4/23/2022	Lien Notice	
	Office Space - First Coast Matchmakers, Inc. with Pallara Realty, LLC	First Cost Matchmakers, Inc.	-	269,142.18	(269,142.18)	3/23/2022	Lease agreement	
	Office Space - Prosperity Training							
	Technology LLC with Pablo Station	Prosperity Training Technology LLC	78,132.25	382,050.00	(303,917.75)	10/8/2018	Lease agreement	
		Prosperity Training Technology					Email from Counsel / Lease	
	SafeTouch	LLC	-	4,654.05	(4,654.05)	4/4/2022	Agreement	
							MR Financial Disclosures / VR	
	Primary Residence	Michael / Valerie Rando	Unknown	Unknown	Unknown	Unknown	Financial Disclosures	
	Total		78,132.25	656,308.49	(578,176.24)			
Payables								
	See Payables schedule for details		-	8,113.98	(8,113.98)	6/1/2022	Email from Counsel	
	Insurance payment due for							
	cancellation of homeowner's							
	insurance policies	Valerie Rando	-	5,000.00	(5,000.00)	5/18/2022	VR Financial Disclosure	
	Verizon x0001	Michael Rando		4,461.00	(4,461.00)	4/1/2022	MR Credit Reports	
	Midland Credit Management							
	x7370 (Factoring)	Michael Rando	_	8,585.00	(8,585.00)	4/26/2022	MR Credit Reports	
	Barclays x1346 (Factoring)	Michael Rando	-	16,809.00	(16,809.00)		MR Credit Reports	
	Barclays x9273 (Factoring)	Michael Rando	-	3,672.00	(3,672.00)		MR Credit Reports	
	Exeter Fi x1001	Michael Rando	-	-		3/1/2016	MR Credit Reports	
	Aaron's Furniture x7482	Michael Rando	-	-	•		MR Credit Reports	
	American Honda Finance x3619	Valerie Rando	-	-	•		VR Credit Reports	
	Telecom Self Reported x3AA9	Valerie Rando	-	139.00	(139.00)		VR Credit Reports	
	I	Prosperity Training Technology					*	
	Merchant Services x1-323	LLC	Unknown	Unknown	Unknown	Unknown	VR Credit Reports	
	Total		-	46,779.98	(46,779.98)			
Loan Liabilities								
	Small Business Administration							
	"SBA" Loan	First Cost Matchmakers, Inc.	-	159,900.00	(159,900.00)		Bank Records	
	US Department of Education	Valerie Rando			-		VR Credit Reports	
	Affirm xA8TZ	Valerie Rando		2,820.00	(2,820.00)		VR Credit Reports	
	Department of Education Nelne	Valerie Rando	-	36,150.00	(36,150.00)		VR Credit Reports	
	Total			198,870.00	(198,870.00)			
	1-							
Credit / Debit Car	Is See Credit / Debit Card schedule f	he dotoilo		327,263.30	(327,263.30)	6/10/2022	Multinla Courses	
		or uctails	-				Multiple Sources	
	Total			327,263.30	(327,263.30)			
	TOTAL LIABILITES		\$ 78,132.25	\$ 1,229,221.77	\$ (1,151,089.52)			
	GRAND TOTAL		\$ 7,206,749.31	\$ 1,759,674.05	\$ 5,447,075.26			

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Prosperity Training Technologies Fifth Third Bank \$\string V2D Bank Account - Checking \$\string V2D Bank Statem Vadric R Rando (VR Protection Trust Decodering Training Technology LC Fifth Third Bank \$\string V4AF Bank Account - Checking - 05052022 Bank Statem Prooperity Training Technology LC Fifth Third Bank \$\string V4AF Bank Account - Checking - 05052022 Bank Statem Disput Disputs Fifth Third Bank \$\string VA String VA 05052022 Bank Statem Disput Disputs Fifth Third Bank \$\string VA String VA 05112021 Bank Statem Disput Disputs Scaling LLC Fifth Third Bank \$\string VA 0500 057272021 Bank Statem First Coast Machemakers Inc. Fifth Third Bank \$\string VA Unknown - Unknown NA First Coast Machemakers Inc. Fifth Third Bank \$\string VA Bank Account - Checking (37.51) 5>92022 Fifth Third Fifth Third Bank \$\string VA Bank Account - Checking (37.51) 5>92022 Fifth Third Fifth Third Bank \$\string V420 <t< th=""><th></th></t<>	
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Dated March 19, 2018 Fifth Third Bank sofe99 Bank Account - Checking 0505/202 Bank Statem Prosperity Training Technology LLC Fifth Third Bank statem 0501/202 Bank Statem Elic Customer Services LLC Fifth Third Bank statem 0501/202 Bank Statem Text Cosst Matchmakers Inc. Navy Federal state 0501/202 Bank Statem First Cosst Matchmakers Inc. Navy Federal state 0501/202 Fifth Third Bank statem First Cosst Matchmakers Inc. Navy Federal state 1050000 0517/202 Fifth Third Bank stote First Cosst Matchmakers Inc. Fifth Third Bank stote 1050000 597/202 Fifth Third Fifth Third Bank stote 100 100 597/202	ment
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Federal Trade Commission v. Michael Rando, <i>et al.</i> Schedule of Credit Cards						
Account Name	Institution	Account	Account Type	Balance	Balance Date	Source of Balance
Michael Rando	Capital One	x1100	Credit Card	Unknown	Unknown	TRO Response
Michael Rando	JP Morgan Chase	x0405	Credit Card	s -	07/01/2020	MR Credit Reports
Michael Rando	Community Bank, N.A.	x5147	Credit Card	-	12/01/2019	MR Credit Reports
Michael Rando	Community Bank, N.A.	x9329	Credit Card	-	12/01/2019	MR Credit Reports
Michael Rando	Community Bank, N.A.	x1701	Credit Card	-	12/01/2019	MR Credit Reports
Michael Rando	TD Bank	x2774	Credit Card	-	02/01/2019	MR Credit Reports
Michael Rando	Capital One Kohl's	x9133	Credit Card	-	10/01/2018	MR Credit Reports
Michael Rando					07/01/2018	
	Wells Fargo	x2887	Credit Card	-		MR Credit Reports
Aichael Rando	Unknown	x0085	Credit Card	-	03/01/2018	MR Credit Reports
Michael Rando	Capital One	x9254	Credit Card	-	12/01/2017	MR Credit Reports
Michael Rando	Jared	x5320	Credit Card	-	10/01/2017	MR Credit Reports
Aichael Rando	Discover	x4082	Credit Card	-	09/01/2017	MR Credit Reports
Aichael Rando	Chevron Card	x1007	Credit Card	-	05/01/2017	MR Credit Reports
Aichael Rando	Discover	x6044	Credit Card	-	05/01/2017	MR Credit Reports
Aichael Rando	Unknown	x9633	Credit Card	-	05/01/2017	MR Credit Reports
Michael Rando	Citi	x0594	Credit Card	-	01/01/2017	MR Credit Reports
Aichael Rando	Barclays	x9438	Credit Card	-	09/01/2016	
Michael Rando	CBNA	x0968		-	08/01/2016	
			Credit Card			MR Credit Reports
Aichael Rando	Discover	x9063	Credit Card	-	02/01/2016	
Aichael Rando	Capital One	x8757	Credit Card	-	12/01/2015	MR Credit Reports
Aichael Rando	American Express	x1083	Credit Card	-	10/01/2015	MR Credit Reports
Aichael Rando	Community Bank	x3254	Credit Card	501.00	04/01/2022	MR Credit Reports
Aichael Rando	Community Bank	x8729	Credit Card	3,933.00	04/01/2022	MR Credit Reports
Aichael Rando	Community Bank	x0745	Credit Card	7,493.00	04/01/2022	MR Credit Reports
Aichael Rando	American Express	x4523	Credit Card	1,346.00	04/01/2022	MR Credit Reports
Aichael Rando		x4323 x8005	Credit Card	1,540.00	01/01/2020	
	Barclays					1
Aichael Rando	Barclays	x9919	Credit Card	-	10/01/2019	1
Aichael Rando	Belmont	x3628	Credit Card	-	10/01/2017	MR Credit Reports
Iichael Rando	Enhanced Recovery Co	x9585	Credit Card	4,679.00	05/01/2022	MR Credit Reports
Aichael Rando	Cavalry Portfolio Serv Capital One	x9665	Credit Card	1,389.00	04/01/2022	MR Credit Reports
Aichael Rando	Community Bank	x0381	Credit Card	3,933.00	04/30/2022	MR Credit Reports
Aichael Rando	Community Bank	x4132	Credit Card	7,493.00	04/30/2022	MR Credit Reports
fichael Rando				4,969.00	03/31/2022	MR Credit Reports
	Verizon	x2400	Credit Card	· · · · · · · · · · · · · · · · · · ·		
Iichael Rando	The Home Depot Citibank North America	x0822	Credit Card	-		MR Credit Reports
Aichael Rando	Citibank North America	x1882	Credit Card	-		
Iichael Rando	Citibank North America	x5102	Credit Card	-	12/03/2019	MR Credit Reports
/ichael Rando	TD Bank	x8432	Credit Card	-	02/05/2019	MR Credit Reports
Aichael S. Rando	Kohl's Capital One	x6183	Credit Card	-	10/22/2018	MR Credit Reports
Aichael S. Rando	Wells Fargo	x0490	Credit Card	-	07/27/2018	MR Credit Reports
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	Synchrony Bank Lowes	x0196	Credit Card	-	02/21/2018	MR Credit Reports
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Aichael S. Rando Aichael S. Rando	Navy Federal Synchrony Bank	x6092 x0000	Credit Card Credit Card	-	02/06/2018 05/16/2017	MR Credit Reports MR Credit Reports
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Federal Trade Commission v. Michael Rando, <i>et al.</i> Schedule of Credit Cards							
Account Name	Institution	Account	Account Type	Balance	Balance Date	Source of Balance	
Valerie Rando	Synchrony Bank - Designer Looks American	x9892	Credit Card	-	04/01/2022	VR Credit Reports	
Valerie Rando	Signature Furniture Barclays	x7609	Credit Card	337.00	04/01/2022		
Valerie Rando	Kohl's Capital One	x7009 x9002	Credit Card	2,630.00	04/01/2022		
Valerie Rando	Barclays	x7916	Credit Card	4,276.00	04/01/2022		
Valerie Rando	Barclays	x1837	Credit Card	-		VR Credit Reports	
Valerie Rando	Regions Bank	x6852	Credit Card	1,020.00	04/01/2022	VR Credit Reports	
Valerie Rando	Navy Federal Credit Union	x9958	Credit Card	27,754.00		VR Credit Reports	
Valerie Rando	TD Bank	x7742	Credit Card	517.00	04/01/2022		
Valerie Rando Valerie Rando	Barclays Capital One	x5848 x1406	Credit Card Credit Card	-	12/01/2020 10/01/2020		
Valerie Rando	Synchrony Bank	x4831	Credit Card	-		VR Credit Reports	
Valerie Rando	Synchrony Bank	x6992	Credit Card	-		VR Credit Reports	
Valerie Rando	Bank of America	x6823	Credit Card	-	04/01/2020		
Valerie Rando	Navy Federal Credit Union	x3458	Credit Card	-	01/01/2020	VR Credit Reports	
Valerie Rando	Citibank North America	x2111	Credit Card	-	12/01/2019		
Valerie Rando	Citibank North America	x3450	Credit Card	-		VR Credit Reports	
Valerie Rando	Wells Fargo	x9016	Credit Card	-	12/01/2019		
Valerie Rando Valerie Rando	Community First Capital One	x0001 x9593	Credit Card Credit Card	-	12/01/2019	VR Credit Reports VR Credit Reports	
Valerie Rando	Discover	x8852	Credit Card	-		VR Credit Reports	
Valerie Rando	JP Morgan Chase	x5859	Credit Card	-		VR Credit Reports	
Valerie Rando	Mercedes Benz Financial Services	x1001	Credit Card	-		VR Credit Reports	
Valerie Rando	Synchrony Bank	x0410	Credit Card	-	10/01/2016	VR Credit Reports	
Valerie Rando	JP Morgan Chase	x5830	Credit Card	-	06/01/2016	VR Credit Reports	
Valerie Rando	Navy Mortgage	x2879	Credit Card	-		VR Credit Reports	
Valerie Rando	American Express	x2793	Credit Card	-		VR Credit Reports	
Valerie Rando	JP Morgan Chase	x5080	Credit Card	-		VR Credit Reports	
Valerie Rando	Navy Federal Credit Union	x0783	Credit Card	-	01/01/2020	VR Credit Reports VR Credit Reports	
Valerie Rando Valerie Rando	Synchrony Bank Synchrony Bank	x5266 x0918	Credit Card Credit Card	Unknown Unknown	03/24/2016	1	
Valerie Rando	VyStar Visa Platinum Visa	x5635	Credit Card	18,219.00	03/24/2018	VR Credit Reports	
Angelica Beckford	Community Bank - NFL Extra Points	x0739	Credit Card	Unknown	Unknown		
Digital Business Scaling Valerie R. Rando	Fifth Third Bank - MasterCard	x4830	Credit Card	Unknown	Unknown		
Digital Growth Enterprises	Fifth Third Bank - MasterCard	x6603	Credit Card	Unknown	Unknown	Unknown	
John Thomas Rando Dr. Steve's Caffeine Melts	Fifth Third Bank - MasterCard Business Debit	x0895	Credit Card	Unknown	Unknown		
Michael S. Rando Education Training & Consulting	Fifth Third Bank - MasterCard	x4236	Credit Card	Unknown	Unknown		
Valerie R. Rando Financial Consulting							
Michael Rando Hitideflorida LLC	American Express	x100S	Credit Card	Unknown	Unknown		
Michael S. Rando	Navy Federal Credit Union - Visa Business Debit	x4587	Credit Card	Unknown	Unknown		
Jacob Greene	Community Bank - NFL Extra Points	x0721	Credit Card	Unknown	Unknown	Unknown	
John Thomas Rando Digital Growth LLC	Wells Fargo Business Platinum Visa	x6548	Credit Card	Unknown	Unknown	Unknown	
Legacy Matchmaking LLC Michael S. Rando	Fifth Third Bank - Business Debit	x7636	Credit Card	Unknown	Unknown	Unknown	
Michael Rando	Apple Goldman Sachs MasterCard	Unknown	Credit Card	Unknown	Unknown	Unknown	
Michael Rando	Barclays - American Airlines Aadvantage - MasterCard	x3043	Credit Card	Unknown	Unknown		
Michael Rando	Barclays - JetBlue MasterCard	x4309	Credit Card	Unknown	Unknown	Unknown	
Michael Rando	Barclays bank - NFL Extra Points Visa	x1826	Credit Card	Unknown	Unknown	Unknown	
Michael Rando	Kohl's (unknown bank?)	x74-02	Credit Card	Unknown	Unknown		
Michael Rando	US Bank Visa	x5335	Credit Card	Unknown	Unknown	Unknown	
Michael Rando	WebBank - Capital On Tap - Visa Corporate	x4914 Unknown	Credit Card	Unknown	Unknown		
Michael Rando Michael Rando	SYNC Walgreen's Capital One	Unknown Unknown	Credit Card Credit Card	Unknown Unknown	Unknown Unknown		
Michael S Rando	American Express - Delta Skymiles	x2008	Credit Card Credit Card	Unknown	Unknown	MR financial disclosure Unknown	
Michael S Rando	Fifth Third Bank - MasterCard	x2008 x9755	Credit Card	Unknown	Unknown	Unknown	
Michael S Rando	Kay Jewelers	x2616	Credit Card	Unknown	Unknown		
Michael S Rando	Navy Federal Credit Union - Visa Debit	x8483	Credit Card	Unknown	Unknown	Unknown	
Michael S. Rando Education Training and Consulting	Fifth Third Bank MasterCard	x4244	Credit Card	Unknown	Unknown		
Michael S. Rando Financial Consulting	American Express	x1005	Credit Card	247.75	06/10/2022	Online American Express Portal Current Balance	
Michael Shawn Rando	VyStar Credit Union Visa	x5105	Credit Card	Unknown	Unknown	Unknown	
Michael Shawn Rando	Community First Credit Union - Visa Business						
Financial Consulting	Debit	x3221	Credit Card	Unknown	Unknown	Unknown	
Michael Shawn Rando Financial Consulting MANA	Chase Visa	x2810	Credit Card	Unknown	Unknown	Unknown	
Michael Shawn Rando Financial Consulting MANA	Chase Visa Business Debit	x2828	Credit Card	Unknown	Unknown	Unknown	
Michael Shawn Rando Financial Management Consulting	Chase Visa platinum Business	x4554	Credit Card	Unknown	Unknown	Unknown	
MANA							
Mike Rando	Google Wallet MasterCard Debit	x4553	Credit Card	Unknown	Unknown		
Mike Rando	Navy Federal Visa	x4936	Credit Card	Unknown	Unknown	Unknown	
Mike Rando First Coast Matchmakers	Navy Federal Visa	x3420	Credit Card	Unknown	Unknown	Unknown	
Moneygame LLC Michael S. Rando	Fifth Third Bank - MasterCard	x3717	Credit Card	Unknown	Unknown	Unknown	

	Federa	l Trade Commission	v. Michael Ran	do, <i>et al</i> .				
Schedule of Credit Cards								
Account Name	Institution	Account	Account Type	Balance	Balance Date	Source of Balance		
Phillip Freeman	Community Bank - NFL Extra Points	x0713	Credit Card	Unknown	Unknown	Unknown		
Prosperity Training Technology Michael S. Rando	Fifth Third Bank - MasterCard	x7610	Credit Card	Unknown	Unknown	Unknown		
Prosperity Training Technology	American Express	Unknown	Credit Card	Unknown	Unknown			
Prosperity Training Technology	Capital on Tap	Unknown	Credit Card	Unknown	Unknown	PTT financial disclosure		
Prosperity Training Technology	Capital One	Unknown	Credit Card	Unknown	Unknown	PTT financial disclosure		
Prosperity Training Technology	First National Bank Omaha FBNO	x3713	Credit Card	14,642.27	06/01/2022	Online American Express Portal Current Balance		
Prosperity Training Technology Michael Rando	Truist	x4683	Credit Card	Unknown	Unknown	Unknown		
Prosperity Training Technology Michael S Rando	Fifth Third Bank	x3725	Credit Card	Unknown	Unknown	Unknown		
Richard P Ortlip Jr Resource Management	Wells Fargo - Business Platinum Visa	x1952	Credit Card	Unknown	Unknown	Unknown		
Unknown	American Express Business Gold	x1005	Credit Card	Unknown	Unknown	General Ledger		
Unknown	American Express Personal Platinum	x1005	Credit Card	Unknown	Unknown	General Ledger		
Unknown	MasterCard	x0108	Credit Card	Unknown	Unknown	Payment		
Unknown	Unknown	x1680 (or 1600) Credit Card	Unknown	Unknown	Receipt		
Michael Rando	Barclays	Unknown	Credit Card	36,900.00	05/18/2022			
Michael Rando	VyStar	Unknown	Credit Card	4,800.00	05/18/2022	MR financial disclosure		
Michael Rando	US Bank	Unknown	Credit Card	4,887.00	05/18/2022	MR financial disclosure		
Michael Rando	Navy Federal	Unknown	Credit Card	5,990.00	05/18/2022	MR financial disclosure		
Michael Rando	TD Bank	Unknown	Credit Card	1,397.00	05/18/2022	MR financial disclosure		
Michael Rando	Navy Flagship	Unknown	Credit Card	750.00	05/18/2022	MR financial disclosure		
Michael Rando	Best Buy	Unknown	Credit Card	1,144.00	05/18/2022	MR financial disclosure		
Michael Rando	Capital One	Unknown	Credit Card	500.00	05/18/2022	MR financial disclosure		
Michael Rando	AMEX/PLATINUM	Unknown	Credit Card	29,643.00	05/18/2022	MR financial disclosure		
	American Express	x1002	Credit Card	9,823.31	06/10/2022	Online American Express Portal Current Balance		
Prosperity Training Technology Michael Rando	Capital One Spark - Business	x1104	Credit Card	3,322.97	06/10/2022	Online Capital One Portal Current Balance		
Total				\$327,263.30				