

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

FEDERAL TRADE COMMISSION, and  
UTAH DIVISION OF CONSUMER  
PROTECTION,

Plaintiffs,

vs.

ZURIXX, LLC, et als.

Defendants.

CASE NUMBER 2:19-CV-00713

JUDGE DALE A. KIMBALL

**BRIEF SURREPLY TO PLAINTIFFS' REPLY**

**TO THE HONORABLE JUDGE DALE A. KIMBALL:**

David Efron and Efron Dorado, S.E., appear herein without submitting themselves to the jurisdiction of this Honorable Court, and respectfully request and pray as follows:

**INTRODUCTION**

Plaintiffs' attorneys continue to misrepresent the facts in order to confuse this Honorable Court as to what it should or should not do. Plaintiff is attempting to obtain an ex-parte contempt order against the undersigned, without issuing any sort of notification earlier (they loosely use the term of art "actual notice in service"), based on the following further misrepresentations:

**EFRON DORADO'S ASSETS ARE BASED ON A CONTRACT AND  
ARE NOT ZURIXX'S ASSETS**

The lease agreement between Efron Dorado, S.E. and Zurixx, LLC was registered with the Puerto Rico Property Registry lien system immediately upon signing the same years ago, granting landlord Efron Dorado, S.E. property rights over said chattel, years before the receiver made an appearance.<sup>(1)</sup>

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<sup>1</sup> As far as we know, receiver has never visited Puerto Rico nor the property in question.

Under the contract, any improvements, furniture, equipment, etc., put in by Zurixx, LLC automatically passes to landlord upon defaulting on the rent payments, as permanently registered in the Puerto Rico Property Registry.

The receiver, through its lawyers, had an opportunity and in fact promised to continue the payments in order to keep the lease from defaulting.

As we said in our prior motion, sanctions for these misrepresentations by attorneys Chelsea Davis and Corey Talbert are clear and in order and should be addressed and be heard in an evidentiary hearing where the undersigned will have its witnesses to belie plaintiffs' attorneys misrepresentations. Had receiver's attorneys continued paying Zurixx's rent (as attorneys Davis and Talbert promised to do), they may have avoided the summary eviction proceeding and landlord recovering the property pursuant to said legal proceeding in Puerto Rico.

At page 5 of their docket entry 161, Plaintiff acknowledges knowing that Zurixx had the obligation to make rental payments, which they did not. They do not admit to their promise to pay said rent. As it turned out, receiver's attorneys' misrepresentations were a ploy to have us give their technicians access to Zurixx's computer hard drives, which we gladly gave them total access to anyway, and which we were not at that time in obligation of doing.

**ATTORNEYS FOR THE RECEIVER PROMISED TO CONTINUE THE RENT PAYMENTS, WHICH TURNED OUT TO BE A MISREPRESENTATION**

To not compensate landlord and take its property would be an unconstitutional violation of our due process rights for the taking of property. The undersigned will be filing for an *in rem* change of venue to the United States District Court of Puerto Rico.

Further, if the receiver is prohibited from promising payment under the injunction, as its attorneys state in their motion, this receiver certainly did that through the attorneys, which again misrepresented that they would continue the payments.

**WHEREFORE**, the herein appearing parties, *pro se*, respectfully request of the Honorable Court that this brief filing be included and considered in this case.

**I HEREBY CERTIFY** that on this same date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to all attorneys of record.

In San Juan, Puerto Rico for Salt Lake City, Utah, this 24<sup>th</sup> day of July, 2020.

Respectfully submitted,

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**EFRON DORADO, S.E.**  
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