

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

v.

**EMPIRE HOLDINGS GROUP LLC d/b/a  
ECOMMERCE EMPIRE BUILDERS d/b/a  
STOREFUNNELS.NET and PETER  
PRUSINOWSKI,**

**Defendants.**

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: **Civil Action**  
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: **No. 2:24-cv-04949-WB**  
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**RECEIVER KEVIN DOOLEY KENT'S MOTION TO ENFORCE STRIPE INC.'S  
COMPLIANCE WITH STIPULATED PRELIMINARY INJUNCTION AND  
STIPULATED PERMANENT INJUNCTION**

**CLARK HILL PLC**  
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*Attorneys for Receiver, Kevin Dooley Kent*

## I. INTRODUCTION

Kevin Dooley Kent, in his capacity as Receiver for Empire Holdings Group LLC, d/b/a Ecommerce Empire Builders and Storefunnels.net, Atlas Fund Limited Partnership, Atlas Fund Trust, Atlas Fund Land Trust, Empire Realty Holdings LLC, Empire Partner Network LLC, and Star Active Sports LLC (the “Receiver”), moves the Court to enforce Stripe Inc.’s compliance with of the provisions of the Stipulated Preliminary Injunction (ECF No. 49) (the “Preliminary Injunction”) and the Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (ECF No. 78) (the “Permanent Injunction”) that require Stripe to turn over assets of the Receivership Entities to the Receiver. As discussed in the Receiver’s prior Written Reports and Fee Applications submitted to the Court, and as discussed in further detail below, there is currently \$39,720.25 in a Stripe account belonging to Storefunnels (hereinafter the “Storefunnels Stripe Account”) that the Receiver’s counsel has repeatedly requested Stripe transfer to the Receivership Account following the Receiver’s January 31, 2025 shutdown of Storefunnels. Despite countless follow-up requests by Receiver’s counsel, however, to date Stripe has not transferred the balance of the Storefunnels Stripe Account to the Receivership Account or provided any indication that it will do so.

Accordingly, because Stripe’s failure to turn over the balance of the Storefunnels Stripe Account to the Receiver is a direct violation of Section XIV of the Preliminary Injunction and prevents the Receiver from collecting assets of the Receivership Entities in accordance with his duties set forth in Section VII of the Permanent Injunction, the Receiver respectfully requests that the Court order Stripe to transfer the balance of the Storefunnels Stripe Account (\$39,720.25) to the Receiver within ten (10) days of the entry of such Order. Additionally, the Receiver respectfully requests that the Court order Stripe to pay attorney fees for Receiver’s counsel’s time spent in connection with this Motion and as a sanction for Stripe’s failure to comply with this Court’s Orders,

based on a declaration that Receiver's counsel can submit to the Court evidencing the total time expended in connection with obtaining the relief requested herein.

## II. BACKGROUND

Stripe is one of the payment processors through which Empire Holdings Group LLC ("Empire") conducted its business. Specifically, Empire had two separate Stripe accounts—one for Ecommerce Empire Builders ("EEB"), and one for Storefunnels.net subscription payments. Upon his appointment as Receiver, the Receiver assumed control of both the EEB and Storefunnels Stripe Accounts and notified Stripe of the TRO and Asset Freeze. *See* ECF No. 38 at 5, 11. The Receiver subsequently notified Stripe of the entries of the Order extending the TRO and the Preliminary Injunction. *See* ECF No. 54 at 9.

As indicated in prior Written Reports and Fee Applications submitted to the Court, the Receiver had to send two notice of non-compliance letters to Stripe in October 2024 due to, *inter alia*, their unilateral debiting of funds out of one of the EEB TD Bank accounts, in direct violation of the TRO and Asset Freeze. *See* ECF No. 38 at 9 n.11; ECF No. 54 at 9. After the Receiver sent the second notice of non-compliance letter to Stripe, counsel for Stripe contacted Receiver's counsel to work through the issues asserted in the non-compliance letters. In working through Stripe's noncompliance with the TRO with Stripe's counsel, Receiver's counsel confirmed, *inter alia*, that (1) Stripe would make efforts to reverse the withdrawal processed through the EEB Stripe Account,<sup>1</sup> (2) Stripe's closure of the EEB Stripe Account<sup>2</sup> would not in any way impact the Storefunnels Stripe Account, which had been continuing to collect Storefunnels subscription payments from individuals who had active websites on Storefunnels, (3) Stripe would pause

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<sup>1</sup> Stripe did in fact reverse the withdrawal and transferred the funds to the Receivership Account in January 2025. *See* ECF No. 70 at 13; ECF No. 72 at 8 n.6.

<sup>2</sup> *See* ECF No. 38 at 14-15; ECF No. 54 at 21-22 (detailing Stripe's closure of the EEB Stripe Account on October 31, 2024).

payouts from the Storefunnels Stripe Account but would otherwise continue to allow Storefunnels subscription payments to process and accrue in the Storefunnels Stripe Account, and (4) once the Receiver and his agents formally took steps to shut down Storefunnels, the Receiver would then direct Stripe to transfer the balance of the Storefunnels Stripe Account to the Receivership Account. *See* Oct. 30, 2024 Email Memorializing Call with Stripe’s Counsel, attached hereto as Exhibit A; *see also* ECF No. 38 at 14; ECF No. 54 at 21-22, 56-57; ECF No. 70 at 8-9, 12-13; ECF No. 72 at 9.

Following the Receiver’s shut down of Storefunnels on January 31, 2025—and in accordance with the aforementioned discussion with Stripe’s counsel—Receiver’s counsel emailed Stripe’s counsel on February 17, 2025 to, *inter alia*, inform them of the Storefunnels shutdown and request that Stripe transfer the balance of the Storefunnels Stripe Account to the Receivership Account. *See* Emails Regarding Balance Transfer Request at 5-6, attached hereto at Exhibit B. After not receiving any response, Receiver’s counsel sent follow-up emails to Stripe’s counsel on February 25 and March 11, 2025. *See id.* at 4-5. On March 12, 2025, Stripe’s counsel responded that “th[e] matter is being investigated.” *Id.* at 3. On March 31, 2025, Receiver’s counsel emailed Stripe’s counsel to inquire about the status of their investigation and, shortly thereafter, Stripe’s counsel responded that they would “inquire about updates for” Receiver’s counsel. *Id.* at 2. On April 17, 2025, Receiver’s counsel once again emailed Stripe’s counsel asking for updates and, after not receiving any response, sent a final email to Stripe’s counsel on May 1, 2025 reiterating the request to transfer the balance of the Storefunnels Stripe Account to the Receivership Account and that, if the funds were not transferred into the Receivership Account by May 9, 2025, Receiver’s counsel would seek court intervention. *See id.* at 1.

To date, Stripe’s counsel has not responded to Receiver’s counsel, and Stripe has not transferred the balance of the Storefunnels Stripe Account to the Receivership Account. Accordingly, the Receiver now files the instant Motion requesting that the Court order Stripe to transfer the funds to the Receivership Account or else it shall be subject to a contempt citation.

### III. ARGUMENT

Since his appointment as Receiver, the Receiver has been tasked with “tak[ing] exclusive custody, control, and possession” of the assets of the Receivership Entities. *See* ECF No. 19 § XII ¶¶ B-C; ECF No. 49 § XIII ¶ B; ECF No. 78 § VII ¶ E. Under the terms of the TRO and the Preliminary Injunction,<sup>3</sup> any person or entity with custody or control of property of the Receivership Entities is required to “fully cooperate with and assist the Receiver in taking and maintaining possession, custody, or control of the Assets and Documents of the Receivership Entities and immediately transfer or deliver to the Receiver possession, custody, and control of . . . [a]ll Assets held by or for the benefit of the Receivership Entities[.]” ECF No. 19 § XIII ¶ A; ECF No. 49 § XIV ¶ A. “In the event that any person or entity fails to deliver or transfer any Asset or Document . . . the Receiver may file an Affidavit of Non-Compliance regarding the failure and a motion seeking compliance or a contempt citation.” ECF No. 19 § XIII ¶ F; ECF No. 49 § XIV ¶ G.

“A federal court has at its disposal an array of means to enforce its orders . . . its powers include those furnished by federal rule . . . and by inherent authority.” *Degen v. United States*, 517 U.S. 820, 827 (1996). “The details of these steps are committed to the discretion of the District

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<sup>3</sup> The TRO and Preliminary Injunction have been the controlling court Orders throughout the time in which the Receiver has communicated with Stripe, and it is the Receiver’s understanding that the terms of the Preliminary Injunction remain in full effect, as the Permanent Injunction only states that it has modified “[t]he asset freeze authorized by the Stipulated Preliminary Injunction” (ECF No. 78 § V ¶ F) and does not otherwise state it has modified or nullified any other terms of the Preliminary Injunction, particularly with regard to the Receiver’s rights and obligations. Moreover, Stripe has since been notified of and served with a copy of the Permanent Injunction.

Court.” *Id.*; see also *Greenfield Mills, Inc. v. Carter*, 2008 WL 4757323 at \*1 n.1 (N.D. Ind. Oct. 29, 2008) (“It is axiomatic that the court possesses the inherent authority to enforce its own orders.”); *S.E.C. v. AmeriFirst Funding, Inc.*, 2010 WL 997388, at \*8 (N.D. Tex. Mar. 18, 2010) (“A federal court has inherent authority to ensure that its orders are enforced and carried out.”).

A federal court “may act upon its inherent authority to preserve its ability to render an effective judgment, and it may exercise that authority to enjoin third parties from action threatening the viability of its order.” *AmeriFirst Funding*, 2010 WL 997388, at \*8 (citing *United States v. Texas*, 2005 WL 1868844, at \*42 (E.D. Tex. Aug. 4, 2005)). This includes, *inter alia*, the authority to enforce receivership orders regarding receivership assets. See *id.* Even if a court finds that there are insufficient grounds to hold someone in civil contempt, such a finding “does not infringe upon the district court’s authority to [preserve] receivership assets through other means, including enforcement of the . . . receivership order.” *Whitcraft v. Brown*, 570 F.3d 268, 273 (5th Cir. 2009).

In *Fed. Trade Comm’n v. Productive Mktg., Inc.*, where a third party’s refusal to relinquish receivership assets to the receiver would “unquestionably disrupt the court’s power to enforce the permanent injunction” which provided for redress to defrauded consumers, the court held as follows:

If the court cannot compel ACCPC to turn over assets in its possession belonging to the receivership estate, the Receiver will be unable to provide adequate redress to consumers who have been defrauded by Defendants. Because ACCPC’s conduct imperils the court’s ability to render an effective judgment, the court may properly enjoin it, even though it is not a party to the action.

136 F. Supp. 2d 1096, 1106 (C.D. Cal. 2001).

Here, as shown above and in the exhibits attached hereto, Stripe is actively violating this Court’s Orders by failing to transfer the balance of the Storefunnels Stripe Account to the Receivership Account, despite Receiver’s counsel’s numerous requests to do so over the past four months. Stripe acknowledged the terms of TRO and Preliminary Injunction since as early as

October 30, 2024 when its counsel first communicated directly with Receiver's counsel and, during that October 30 communication, Stripe's counsel specifically acknowledged and understood that the Receiver would be requesting the transfer of the balance of the Storefunnels Stripe Account to the Receivership Account as soon as the Receiver formally shut down Storefunnels. *See* Ex. A. Stripe's counsel never told Receiver's counsel, during that October 30 communication or at any other point in time, that Stripe would not comply with the Receiver's transfer request or would otherwise object to the request; Stripe has simply gone silent. *See* Ex. B. Stripe has previously transferred funds to the Receivership Account, *see* Note 1, *supra*, so it clearly has the ability to transfer the balance of the Storefunnels Stripe Account as well.

Moreover, Stripe's failure to transfer the balance of the Storefunnels Stripe Account to the Receivership Account is stymieing the Receiver from completing his duties under the Permanent Injunction. *See* ECF No. 78 § VII ¶ B (directing the Receiver to "continue to collect, marshal, and take custody, control, and possession of all the funds . . . and other assets of, or in the possession or under the control of the Receivership Entities, wherever situated, the income and profits therefrom, and all sums of money now or hereafter due or owing to the Receivership Entities."); *id.* § IV ¶ B(4), § VII ¶ E (directing the Receiver to "take exclusive custody, control, and possession of all assets identified in Section IV of th[e] Order[.]" which includes "[a]ll assets owned by the Receivership Entities, including . . . reserve funds or any other accounts associated with any payments processed by, or on behalf of, any Corporate Defendants[.]").<sup>4</sup> The balance in the Storefunnels Stripe Account (\$39,720.25) is the only significant amount of Receivership Assets that is not currently in the Receiver's direct control. The Receiver thus requests the Court's

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<sup>4</sup> "Corporate Defendants' means Empire Holdings Group, LLC, d/b/a Ecommerce Empire Builders and Storefunnels.net, and their successors and assigns." ECF No. 78, Definitions ¶ E(1).

assistance with mandating that Stripe transfer the funds to the Receivership Account, so that the Receiver can fulfill his duties under the Permanent Injunction.

#### IV. CONCLUSION

For all of the foregoing reasons, the Receiver respectfully requests that this Court grant the instant Motion and order that Stripe Inc. turn over the entire balance of the Storefunnels Stripe Account (\$39,720.25) to the Receivership Account within ten (10) days and, if it fails to do so, it shall be subject to a contempt citation. Additionally, the Receiver respectfully requests that the Court order Stripe to pay attorney fees for Receiver's counsel's time spent in connection with this Motion and as a sanction for Stripe's failure to comply with this Court's Orders, based on a declaration that Receiver's counsel can submit to the Court evidencing the total time expended in connection with obtaining the relief requested herein.

Respectfully Submitted,

Dated: May 30, 2025

s/ Robin S. Weiss  
Robin S. Weiss, Esquire  
Vanessa L. Huber, Esquire  
**CLARK HILL PLC**  
Two Commerce Square  
2001 Market Street, Suite 2620  
Philadelphia, PA 19103  
Phone: (215) 640-8500  
Fax: (215) 640-8501  
[rsweiss@clarkhill.com](mailto:rsweiss@clarkhill.com)  
[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com)

*Attorneys for Receiver,  
Kevin Dooley Kent*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

**v.**

**EMPIRE HOLDING GROUP LLC d/b/a  
ECOMMERCE EMPIRE BUILDERS d/b/a  
STOREFUNNELS.NET and PETER  
PRUSINOWSKI,**

**Defendants.**

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**Civil Action**

**No. 2:24-cv-04949-WB**

**AFFIDAVIT OF NON-COMPLIANCE OF RECEIVER, KEVIN DOOLEY KENT**

Pursuant to 28 U.S.C. § 1746, I, Kevin Dooley Kent, hereby affirm as follows:

1. I am over the age of 21, under no disability, and am competent to testify to the matters contained in this Affidavit.
2. I have been appointed by the Court in the above-captioned matter to serve as Receiver for Empire Holdings Group LLC d/b/a Ecommerce Empire Builders and Storefunnels.net, Atlas Fund Limited Partnership, Atlas Fund Trust, Atlas Fund Land Trust, Empire Realty Holdings LLC, Empire Partner Network LLC, and Star Active Sports LLC.
3. I make this Affidavit of Non-Compliance pursuant to Section XIV, Paragraph G of the Stipulated Preliminary Injunction (ECF No. 49).
4. The facts set forth in this Affidavit are based on my or my agents' review of Empire Holdings Group's Stripe account that is specifically for Storefunnels.net (hereinafter the "Storefunnels Stripe Account"), as well as communications and inquiries made under my direction

to/with Stripe in regard to the Storefunnels Stripe Account. If called to testify thereto, I could and would do so.

5. My agents sent notices of the TRO and Asset Freeze, Order extending the TRO, and Stipulated Preliminary Injunction to Stripe within days of the entry of such orders.

6. On October 14, 2024, after observing that Stripe had processed a withdrawal through the Ecommerce Empire Builders (“EEB”) Stripe Account in violation of the TRO and Asset Freeze, my agents sent a Notice of Non-Compliance Letter to Stripe informing them of the improperly processed withdrawal, demanding compliance with Section IV, Paragraph A of the TRO, and demanding a reversal of the withdrawal.

7. On October 24, 2024, my agents sent a Second Notice of Non-Compliance Letter to Stripe in which they, *inter alia*, demanded compliance with the TRO, demanded a reversal of the improperly withdrawn funds from the EEB Stripe Account, and stated that I was prepared to file a motion to enforce Stripe’s compliance with the TRO should Stripe fail to comply.

8. On October 30, 2024, counsel for Stripe contacted my counsel regarding, *inter alia*, the Notice of Non-Compliance Letters. Following that call, my counsel sent an email to Stripe’s counsel memorializing their telephonic discussion. A copy of that email is attached to the Motion as Exhibit A.

9. As indicated in the October 30 email, my counsel confirmed with Stripe’s counsel that, *inter alia*, (1) Stripe would make efforts to reverse the withdrawal processed through the EEB Stripe Account, and (2) Stripe would pause payouts from the Storefunnels Stripe Account but would otherwise continue to allow Storefunnels subscription payments to process and accrue in the Storefunnels Stripe Account. Additionally, my counsel informed Stripe’s counsel that once I

and my agents formally took steps to shut down Storefunnels, I or my agents would direct Stripe to transfer the balance of the Storefunnels Stripe Account to the Receivership Account.

10. On January 17, 2025, Stripe emailed my counsel advising that it had initiated the transfer of the funds that had been improperly withdrawn from the EEB Stripe Account (\$1,908.73) to the Receivership Account via wire transfer and, on or about January 21, 2025, the funds were received in the Receivership Account.

11. On January 31, 2025, I and my agents formally shut down Storefunnels.

12. On February 17, 2025—in accordance with the October 30, 2024 discussion between my counsel and Stripe’s counsel—my counsel emailed Stripe’s counsel informing them of the Storefunnels shutdown and formally requesting that Stripe transfer the balance of the Storefunnels Stripe Account to the Receivership Account. A copy of the February 17, 2025 email and subsequent email chain is attached to the Motion as Exhibit B.

13. After not receiving any response, my counsel sent follow-up emails to Stripe’s counsel on February 25 and March 11, 2025. *See* Ex. B at 4-5. On March 12, 2025, Stripe’s counsel responded to my counsel that “th[e] matter is being investigated.” *Id.* at 3.

14. On March 31, 2025, my counsel emailed Stripe’s counsel inquiring about the status of Stripe’s investigation and, shortly thereafter, Stripe’s counsel responded that they would “inquire about updates for” my counsel. *Id.* at 2.

15. On April 17, 2025, my counsel once again emailed Stripe’s counsel asking for updates. *See id.* at 1.

16. On May 1, 2025, after not receiving any response from Stripe’s counsel, my counsel sent a final email to Stripe’s counsel once again reiterating the request to transfer the balance of the Storefunnels Stripe Account to the Receivership Account and stating that, if the funds were

not transferred into the Receivership Account by May 9, 2025, they would seek court intervention.  
*See id.*

17. To date, Stripe's counsel has not responded to my counsel's May 1, 2025 email, and Stripe has not transferred the balance of the Storefunnels Stripe Account to the Receivership Account or provided any explanation for its failure to do so.

18. Stripe's failure to transfer the balance of the Storefunnels Stripe Account to the Receivership Account is a direct violation of Section XIV of the Stipulated Preliminary Injunction.

19. Stripe is aware of its requirement to comply and assist with turning over Receivership Assets to the Receiver pursuant to the TRO and Stipulated Preliminary Injunction, as my agents have served Stripe with notice of both Court Orders and have also specifically indicated such in the Notice of Non-Compliance Letters sent to Stripe in October 2024.

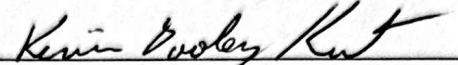
20. Additionally, Stripe has previously transferred funds to the Receivership Account via wire transfer in January, when it transferred the \$1,908.73 that it had improperly withdrew from the EEB Stripe Account, so it is likewise capable of transferring the balance of the Storefunnels Stripe Account to the Receivership Account.

21. The balance in the Storefunnels Stripe Account is \$39,720.25. This is the only significant amount of Receivership Assets that is not currently in my or my agents' direct control.

22. Accordingly, I make this Affidavit and bring the instant Motion to respectfully request that the Court mandate Stripe's compliance with the Court Orders and transfer the funds to the Receivership Account within ten (10) days, so that I may continue to fulfill my duties under the Stipulated Permanent Injunction (ECF No. 78) in a timely and effective manner.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 5/30/25

  
\_\_\_\_\_  
Kevin Dooley Kent, Receiver

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

\_\_\_\_\_  
**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

v.

**EMPIRE HOLDINGS GROUP LLC d/b/a  
ECOMMERCE EMPIRE BUILDERS d/b/a  
STOREFUNNELS.NET and PETER  
PRUSINOWSKI,**

**Defendants.**  
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: **Civil Action**  
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**ORDER**

**AND NOW**, this \_\_\_\_\_ day of \_\_\_\_\_ 2025, upon consideration of Receiver Kevin Dooley Kent’s Motion to Enforce Stripe Inc.’s Compliance with Stipulated Preliminary Injunction and Stipulated Permanent Injunction, and any response thereto, it is hereby **ORDERED** and **DECREED** that the Motion is **GRANTED**. It is **FURTHER ORDERED** as follows:

1. Stripe Inc. is hereby **ORDERED** to transfer the entire balance of the Storefunnels Stripe Account (\$39,720.25) to the Receiver within ten (10) days of the entry of this Order, or it shall be subject to a contempt citation.
2. The Receiver’s request for attorney fees is **GRANTED**. The Receiver shall file a Declaration evidencing his counsel’s total time expended in connection with the Motion within ten (10) days of the entry of this Order. Stripe Inc. shall pay attorney fees to the Receiver within twenty (20) days of service the Receiver’s Declaration.

**BY THE COURT:**

\_\_\_\_\_  
, U.S.D.J.

# Exhibit A

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**From:** Huber, Vanessa  
**Sent:** Wednesday, October 30, 2024 5:02 PM  
**To:** StaceyFoster@perkinscoie.com  
**Cc:** Kent, Kevin Dooley; Weiss, Robin S.  
**Subject:** Today's Call (10/30) re Storefunnels.net Stripe Account

Hi Stacey,

Thank you again for taking time to talk with me today. To memorialize what we discussed on the call—I informed you that, after linking our own newly-created Receivership Stripe account to Storefunnels.net (a website hosting platform related to the Receivership Entity's business operations), today we observed that no customer subscription payments on Storefunnels.net were going through to our Receivership Stripe account. The White-Label service provider for Storefunnels.net told us that this was because existing customer subscriptions are connected to the original Stripe account that we switched out/replaced with our Receivership Stripe account, and the quickest way to resolve the issue and ensure that customer subscription payments will successfully process is to re-link the original Stripe account to Storefunnels.net once again. I explained to you that the original Stripe account that was linked to Storefunnels.net is the Stripe account named **StoreFunnels.net**, and its Stripe account ID is **acct\_1INKedGePvvRSXHp** (the "Storefunnels Stripe Account"). I then explained that we are going to re-link the Storefunnels Stripe Account to Storefunnels.net to ensure that customer subscription payments do not fail, and asked for assurance that the Storefunnels Stripe Account will continue to exist as-is for it to continue to collect customer subscription payments. We then both took a look at the Storefunnels Stripe Account on our respective ends and confirmed that the Storefunnels Stripe Account has a current account balance of \$21,090.72, and that payouts have been paused. You then stated that you will relay to Stripe that (1) we would like the Storefunnels Stripe Account to continue to collect customer subscription payments; (2) we are fine with the subscription payments continuing to collect (and sit) in the Storefunnels Stripe Account; and (3) at a future date, we will direct Stripe to send the Storefunnels Stripe Account balance to the Receivership Bank Account. Lastly, I confirmed with you that the Storefunnels Stripe Account is *not* the account that Stripe will be closing tomorrow 10/31; the account that will be closed tomorrow is the Ecommerceempirebuilders Stripe account, account ID ending in **AsdA**. I understood from our discussion that that account closure should not impact the Storefunnels Stripe Account in any way.

After our call, I re-linked the Storefunnels Stripe Account to Storefunnels.net.

Thanks,  
Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

Two Commerce Square, 2001 Market Street, Suite 2620, Philadelphia, PA 19103

+1 215.422.4428 (office)

[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com) | [www.clarkhill.com](http://www.clarkhill.com)

# Exhibit B

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**From:** Huber, Vanessa  
**Sent:** Thursday, May 1, 2025 11:25 AM  
**To:** Stacey Foster  
**Cc:** Weiss, Robin S.; Doug Alvarez  
**Subject:** RE: FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

Hi Stacey and Doug,

I am emailing once again to follow up and check in on the status of your investigation/responding to my inquiries from February. Given that we are now nearing 3 months since I sent my initial inquiries and we have yet to receive any substantive response from you, we ask that you please respond to my prior inquiries, and that you transfer the balance of the Storefunnels Stripe account to our Receivership bank account (in accordance with my prior request for such), by next Friday, May 9. If we do not receive information from you on the inquiries and do not receive the Storefunnels Stripe funds into our Receivership Account by May 9, we will seek court intervention.

Thanks,  
Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

Two Commerce Square, 2001 Market Street, Suite 2620, Philadelphia, PA 19103  
+1 215.422.4428 (office)  
[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com) | [www.clarkhill.com](http://www.clarkhill.com)

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**From:** Huber, Vanessa  
**Sent:** Thursday, April 17, 2025 12:57 PM  
**To:** Stacey Foster <staceyf@stripe.com>  
**Cc:** Weiss, Robin S. <rswiss@ClarkHill.com>; Doug Alvarez <dougalvarez@stripe.com>  
**Subject:** RE: FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

Hi Stacey and Doug,

I'm emailing to once again follow up and check in on the status of your investigation/responding to my inquiries from February.

Thank you,  
Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

Two Commerce Square, 2001 Market Street, Suite 2620, Philadelphia, PA 19103  
+1 215.422.4428 (office)  
[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com) | [www.clarkhill.com](http://www.clarkhill.com)

**From:** Stacey Foster <[staceyf@stripe.com](mailto:staceyf@stripe.com)>

**Sent:** Monday, March 31, 2025 1:28 PM

**To:** Huber, Vanessa <[vhuber@ClarkHill.com](mailto:vhuber@ClarkHill.com)>

**Cc:** Weiss, Robin S. <[rsweiss@ClarkHill.com](mailto:rsweiss@ClarkHill.com)>; Doug Alvarez <[dougalvarez@stripe.com](mailto:dougalvarez@stripe.com)>

**Subject:** Re: FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

EXTERNAL EMAIL: The sender ([staceyf@stripe.com](mailto:staceyf@stripe.com)) is external to Clark Hill. Exercise caution with links, attachments, or replies if this message is unexpected.

Hi Vanessa,

I write to let you know this is received, and I will inquire about updates for you.

Stacey

On Mon, Mar 31, 2025 at 12:25 PM Huber, Vanessa <[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com)> wrote:

Hi Stacey and Doug,

Emailing to check in on the status of your investigation/responding to my inquiries from February.

Thank you,

Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

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+1 215.422.4428 (office)

[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com) | [www.clarkhill.com](http://www.clarkhill.com)

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**From:** Huber, Vanessa

**Sent:** Wednesday, March 12, 2025 6:39 PM

**To:** Stacey Foster <[staceyf@stripe.com](mailto:staceyf@stripe.com)>

**Cc:** Weiss, Robin S. <[rsweiss@ClarkHill.com](mailto:rsweiss@ClarkHill.com)>; Doug Alvarez <[dougalvarez@stripe.com](mailto:dougalvarez@stripe.com)>

**Subject:** Re: FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

Hi Stacey,

Understood - thank you for the update.

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

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On Mar 12, 2025, at 6:30 PM, Stacey Foster <[staceyf@stripe.com](mailto:staceyf@stripe.com)> wrote:

EXTERNAL EMAIL: The sender ([staceyf@stripe.com](mailto:staceyf@stripe.com)) is external to Clark Hill. Exercise caution with links, attachments, or replies if this message is unexpected.

Hi Vanessa,

I am writing just to make sure you know that this matter is being investigated. I've added a colleague, Doug Alvarez, who has spent time on this matter more recently. I cannot address all questions at this moment, but we are working on it.

Thanks for your patience,

Stacey

On Tue, Mar 11, 2025 at 9:16 AM Huber, Vanessa <[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com)> wrote:

Hi Stacey,

Following up again on my below emails re (1) requesting clarification about the February 11 automated email from Stripe, and (2) requesting the balance of the Storefunnels Stripe account be transferred to the Receivership bank account in accordance with our prior discussions. Please let me know if you would like to discuss anything about the below further on a call and/or if you need any additional information.

Thank you,

Vanessa

**Vanessa L. Huber**

Attorney at Law

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**From:** Huber, Vanessa  
**Sent:** Tuesday, February 25, 2025 9:53 AM  
**To:** [staceyf@stripe.com](mailto:staceyf@stripe.com)  
**Cc:** Weiss, Robin S. <[rsweiss@ClarkHill.com](mailto:rsweiss@ClarkHill.com)>  
**Subject:** RE: FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

Hi Stacey,

Following up on my below two emails re (1) requesting clarification about the February 11 automated email from Stripe, and (2) requesting the balance of the Storefunnels Stripe account be transferred to the Receivership bank account in accordance with our prior discussions.

Thank you!

Vanessa

### **Vanessa L. Huber**

Attorney at Law

### **Clark Hill**

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**From:** Huber, Vanessa

**Sent:** Monday, February 17, 2025 2:30 PM

**To:** [staceyf@stripe.com](mailto:staceyf@stripe.com)

**Cc:** Weiss, Robin S. <[rsweiss@ClarkHill.com](mailto:rsweiss@ClarkHill.com)>

**Subject:** FTC v. Empire Holdings Group et al. - Request to Transfer Storefunnels Account Balance to Receivership Account

**Importance:** High

Hi again Stacey,

In follow-up to a separate part of our October 30 discussions (as memorialized in the attached email), we ended up formally shutting down Storefunnels on January 31. Storefunnels is thus no longer collecting subscription payments from customers and, as such, the Stripe Storefunnels account ending in SXHp should no longer be collecting any payments. During our October 31 conversation we discussed how the Stripe Storefunnels account would continue to collect payments, and that the payments

would sit in the Stripe account until we directed that the account balance be transferred to the Receivership Bank account.

Now that we have formally shut down Storefunnels, I am writing to request that Stripe transfer the balance of the Stripe Storefunnels account (account ending in SXHp) to the Receivership Bank account. The current balance in the Stripe Storefunnels account shows as \$39,720.25.

If you need me to re-send you a secure link to the Receivership banking coordinates, please let me know.

Thank you,

Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

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+1 215.422.4428 (office)

[vhuber@clarkhill.com](mailto:vhuber@clarkhill.com) | [www.clarkhill.com](http://www.clarkhill.com)

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**From:** Huber, Vanessa

**Sent:** Wednesday, February 12, 2025 3:41 PM

**To:** [staceyf@stripe.com](mailto:staceyf@stripe.com)

**Cc:** Weiss, Robin S. <[rsweiss@ClarkHill.com](mailto:rsweiss@ClarkHill.com)>

**Subject:** FW: [Action required] Urgent: Repay the negative balance on your Stripe account

**Importance:** High

Hi Stacey,

Thanks again for reaching out and glad we're able to connect again via email. Below is the email from Stripe that Defendant Peter Prusinowski forwarded to us yesterday, in which Stripe is requesting resolution of the negative balance in the Ecommerce Empire Builders Stripe account ending in AsdA. I presume that this may just be an automated email that was sent out notwithstanding the current litigation and Preliminary Injunction/asset freeze that is still in effect, but if you could please let us know why Stripe sent out this email that would be great. The email is also a bit surprising to us given that—as confirmed in our prior conversations (email summary attached here for reference)—Stripe was to close the Ecommerce Empire Builders Stripe account ending in AsdA on October 31, 2024, but the below email suggests otherwise/that refunds and chargebacks have continued to process.

Thanks,

Vanessa

**Vanessa L. Huber**

Attorney at Law

**Clark Hill**

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**[External Message]**

----- Forwarded message -----

From: **Stripe** <[accounts@stripe.com](mailto:accounts@stripe.com)>

Date: Tue, Feb 11, 2025 at 10:15 AM

Subject: [Action required] Urgent: Repay the negative balance on your Stripe account

To: <[pruspeter@gmail.com](mailto:pruspeter@gmail.com)>

The Stripe logo, consisting of the word "stripe" in a bold, lowercase, blue sans-serif font.

Hello,

This email serves as your final notice to resolve the negative balance of USD - 64694.46 owed on your Stripe account.

The negative balance is due to losses you incurred as a result of chargebacks and refunds, which Stripe has already paid. Please repay the negative balance by February 18, 2025.

If you can't access the Stripe Dashboard to pay the negative balance, contact support to resolve this.

Stripe reserves the right to pursue legal action to reclaim these funds if necessary. If your business fails to repay the amount owed, it will be responsible for all collection costs, including attorney fees and costs of arbitration, as detailed in your [Stripe Services Agreement](#).

If you have questions or concerns about this issue, please [contact us](#) at any time.

— The Stripe team

This email relates to your [Ecommerce Empire Builders](#) Stripe account.

Account ID: acct\_1BLjojBLAusvAsdA

Need to refer to this message? Use this ID: em\_rt69fclr0tludgjmz749t9ogskuadz

Stripe, 354 Oyster Point Blvd, South San Francisco, CA 94080

You are subscribed to Negative balance collections emails. Manage your [communication preferences](#).

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

\_\_\_\_\_  
**FEDERAL TRADE COMMISSION,**

**Plaintiff,**

v.

**EMPIRE HOLDINGS GROUP LLC d/b/a  
ECOMMERCE EMPIRE BUILDERS d/b/a  
STOREFUNNELS.NET and PETER  
PRUSINOWSKI,**

**Defendants.**  
\_\_\_\_\_

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: **Civil Action**  
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: **No. 2:24-cv-04949-WB**  
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**CERTIFICATE OF SERVICE**

I hereby certify that on the date set forth below, a true and correct copy of the foregoing Motion to Enforce Stipulated Permanent Injunction against Stripe Inc. to Collect Receivership Assets was filed and served on all counsel of record via the Court’s Electronic Filing System pursuant to Fed. R. Civ. P. 5(b). Additionally, I caused a true and correct copy of the foregoing to be served on Stripe Inc., via electronic and first-class mail, as follows:

Stripe Inc.  
c/o Stacey Foster & Doug Alvarez  
354 Oyster Point Blvd  
South San Francisco, CA 94080  
[staceyf@stripe.com](mailto:staceyf@stripe.com)  
[dougalvarez@stripe.com](mailto:dougalvarez@stripe.com)

Dated: May 30, 2025

*s/ Robin S. Weiss*  
Robin S. Weiss, Esq.

*Attorney for Receiver, Kevin Dooley Kent*