

**STATE OF VERMONT  
SUPERIOR COURT  
WASHINGTON UNIT**

IN RE: VC Dreams USA LLC d/b/a Strategic IT Partner ) CIVIL DIVISION ) Docket No. \_\_\_\_\_ )

**ASSURANCE OF DISCONTINUANCE**

Vermont Attorney General Thomas J. Donovan, Jr. (the “Attorney General”) and VC Dreams USA LLC d/b/a Strategic IT Partner (“Respondent” or “SITP”) hereby agree to this Assurance of Discontinuance (“AOD”) pursuant to 9 V.S.A. § 2459.

**REGULATORY FRAMEWORK**

1. Vermont’s Consumer Protection Act (CPA) prohibits “unfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce.” 9 V.S.A. § 2453.

**BACKGROUND**

2. Respondent is the d/b/a of a limited liability company organized under the laws of Florida with its principal place of business located at 1000 West Avenue, Apt. 1015, Miami Beach, FL 33139.

3. Respondent is a wholesale Voice-over-Internet-Protocol (VoIP) interconnect service provider.

4. In its capacity providing VoIP interconnect services:

- a. Between August 4th and October 6th, 2020, Respondent agreed to engage in business with a certain foreign customer;
- b. Between October 6th and 16th, 2020, Respondent served as an interconnect carrier for telephone calls from that foreign customer to United States destination numbers with Vermont area code 802 (“Vermont telephone numbers”);
- c. Respondent earned revenue for each such completed telephone call.

5. For purposes of this AOD, Respondent admits the truth of ¶¶ 2-4.
6. The Attorney General further alleges that:
  - a. Respondent engaged in business with this foreign customer without first requiring the customer to satisfy a screening protocol oriented at mitigating against fraudulent and otherwise illegal robocalls;
  - b. At least 2,777 of the telephone calls referenced in ¶4(b) were fraudulent robocalls; and
  - c. Respondent should have had protocols in place to determine that such telephone traffic was comprised of fraudulent robocalls.
7. The Attorney General alleges that the above conduct constitutes unfair and deceptive acts and practices under 9 V.S.A. § 2453.
8. To resolve the concerns of the Attorney General, SITP is willing to accept this AOD pursuant to 9 V.S.A. § 2459. By agreeing to the terms of this AOD, SITP does not admit to any violation of any law or regulation. Accordingly, the parties agree as follows:

### **INJUNCTIVE RELIEF**

#### Compliance with the Vermont Consumer Protection Act

9. SITP shall comply with the CPA.

#### Reasonable customer screening practices

10. SITP shall not provide any VoIP origination, interconnect, and/or termination services to any prospective or existing customer (“Customer”)<sup>1</sup> without first engaging in a reasonable

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<sup>1</sup> “Customer” means any domestic or foreign individual and/or entity with which SITP has (or would have, in the case of a prospective customer) a direct business relationship for whom/which SITP originates, interconnects, and/or terminates VoIP calls (or for whom/which SITP would originate, interconnect, and/or terminate VoIP calls, in the case of a prospective customer).

screening of such customer. For existing customers, such reasonable screening must occur and be completed within sixty (60) days of the date of execution of this AOD. For all Customers, such reasonable screening must recur annually, and be completed within one (1) year and sixty (60) days from the completion of the Customer's previous such screening.

11. Such reasonable screening shall include, but not be limited to:

a. Requesting from each Customer the following information:

- i. The name of the Customer;
- ii. The Customer's:
  1. State or country of incorporation/organization;
  2. Business registration or business license number; and
  3. The name of the government agency that administers such business registration or business license;
- iii. A description of the Customer's business purpose and activities, including:
  1. Whether the Customer originates or carries conversational call traffic, or intends to do the same as a Customer of SITP;
  2. Whether the Customer originates or carries autodialed call traffic, or intends to do the same as a Customer of SITP; and
  3. Whether the Customer is engaged in telemarketing;
- iv. The physical address at which the Customer will conduct the business;
- v. The name, address, and email address of the person responsible for payment on the Customer's account, and the form of payment to be used;
- vi. The name, physical address, email address, and telephone number for the business's owner(s). If the business is not directly owned by a natural

person, then the name, physical address, email address, and telephone number for the natural person(s) who indirectly own(s) the business.

- vii. The name, telephone number, and email address of the Customer's employee responsible for compliance with U.S. state and federal laws prohibiting illegal robocalls, and the Customer's policies and practices in terms of compliance with such laws and/or addressing illegal robocalls generally, including copies of any such written policies and practices;
- viii. The Customer's website and any social media page(s);
- ix. The Customer's IP address(es);
- x. A list of all business and trade names, fictitious names, DBAs and related internet websites under which the Customer has transacted business for the previous three (3) years;
- xi. Whether the Customer has been:
  - 1. Determined by USTelecom's Industry Traceback Group, in its sole discretion, to be a "Non-Cooperative Voice Service Provider" as defined in the January 2020 edition, or any subsequent edition, of its Policies and Procedures; or
  - 2. Blocked from another voice service provider's network after being determined to be a "bad-actor upstream voice service provider" pursuant to a notice to the Federal Communications Commission in a process more formally described in Paragraphs 35-45 of the Federal Communication Commission's Third Report and Order,

Order On Reconsideration, and Fourth Further Notice of Proposed  
Rulemaking in CG Docket No. 17-59 and adopted July 16, 2020;

- xii. Whether the Customer (including the owner(s) or controlling person(s) of the entity) has ever had an adverse judgment against it in a civil lawsuit relating to the transiting of illegal robocalls;
  - xiii. Whether the Customer is implementing, or has implemented, the STIR/SHAKEN Authentication Framework (to the extent legally required) as of June 30, 2021, unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation;
  - xiv. For U.S.-domiciled Customers only:
    - 1. The Customer's federal taxpayer identification number;
    - 2. The Customer's Federal Communications Commission (FCC) 499A-filer ID;
  - xv. For foreign Customers only:
    - 1. At least two trade or bank references;
    - 2. Any FCC 214 filer data;
- b. Taking reasonable steps to review and assess the accuracy of the information provided pursuant to ¶11(a) of this AOD, including but not limited to:
- i. Reviewing the Customer's internet website(s) and social media page(s);
  - ii. Reviewing public databases hosted by relevant state and/or federal/national governments that contain information about the

registration or licensing of business entities in order to verify provided business registration/licensing information;

- iii. Performing reasonable internet searches about the Customer;
- iv. Matching the addresses provided pursuant to ¶¶11(a)(iv)-(vi), the Customer's website, and the geolocation of the provided IP-address;
- v. Reviewing whether the Customer has an employee responsible for compliance, and reviewing any provided compliance-related policies and practices, pursuant to ¶11(a)(vii);
- vi. Reviewing, on the FCC's website, any forms the Customer filed with the FCC per ¶¶11(a)(xiv)-(xv);
- vii. Performing reasonable internet searches to determine if the Customer or its owner(s) have been the subject of publicly accessible law enforcement action(s) by any local, state, or federal government agency, and reviewing any such publicly accessible actions;
- viii. Performing additional reasonable diligence to resolve any concerns or suspicions raised per ¶¶ 11(a)-(b).

#### Reasonable Customer Termination Practices

12. SITP further agrees to immediately terminate, or refrain from entering into, any business relationship with a Customer if a review under ¶11(b)—or information SITP subsequently obtains otherwise—reveals that the Customer:

- a. Has refused to provide any material information or documentation requested.
- b. Has reported and not corrected false, inaccurate, or misleading material information, including, but not limited to:

- i. Providing mismatching information across sources, including the Customer’s website, business registration/licensing records, and FCC forms, as applicable; or
  - ii. Providing inactive or false means of contact, including email addresses, phone numbers, and mailing addresses.
- c. Is not registered as a business with the state or country of its principal place of business;<sup>2</sup>
- d. Does not have a taxpayer ID number, if U.S.-domiciled;
- e. Does not have a website, or has a website without a privacy policy, or has a website or public social media page that presents obvious indicia of fraud;
- f. The Customer states that it does not have an employee responsible for compliance with state and federal laws prohibiting illegal robocalls and/or does not have compliance policies or practices for such laws;
- g. SITP determines that there are material irregularities or contradictory information in reviewing the Customer’s FCC Form 499 or Form 214 filings, as applicable.
- h. The Customer, if foreign, has been the subject of—or calls dialed, originated, transmitted, or routed by the Customer have been the subject of—a total of three (3) or more traceback requests or upstream or downstream line carrier complaints sent to or shared with SITP during any sixty (60) day period; provided, however, that tracebacks and/or complaints regarding the same call or same call campaign

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<sup>2</sup> In countries where the ministerial act of registering a business with a government authority is referred to as “licensing” the business, SITP must terminate or refrain from entering into business with a Customer without said business “license.”

on the same day shall not be treated as separate tracebacks/complaints for the purposes this ¶12(h).

- i. The Customer, if U.S.-domiciled, has been the subject of—or calls dialed, originated, transmitted, or routed by the Customer have been the subject of:
  - i. A total of three (3) or more traceback requests and/or upstream or downstream line carrier complaints sent to or shared with SITP during any sixty (60) day period, and those traceback requests and/or complaints regard the Customer’s same upstream customer; or
  - ii. A total of six (6) or more traceback requests and/or upstream or downstream line carrier complaints sent to or shared with SITP during any sixty (60) day period;
  - iii. Provided, however, that, as to ¶¶ 12(i)(i)-(ii), tracebacks and/or complaints regarding the same call or call campaign on the same day shall not be treated as separate tracebacks/complaints.
- j. To SITP’s knowledge, the Customer (including its owner(s) and/or controlling person(s)) has had an adverse judgment against it arising out of a civil lawsuit relating to the transiting of illegal robocalls;
- k. If such Customer has been:
  - i. Determined by USTelecom, in its sole discretion, to be a “Non-Cooperative Voice Service Provider” as defined in its January 2020 edition of its Policies and Procedures; or
  - ii. Blocked from another voice service provider’s network after being determined to be a “bad-actor upstream voice service provider” pursuant

to a notice to the Federal Communications Commission in a process more formally described in Paragraphs 35-45 of the Federal Communication Commission's Third Report and Order, Order On Reconsideration, and Fourth Further Notice of Proposed Rulemaking in CG Docket No. 17-59 and adopted July 16, 2020.

- l. If the Customer has not implemented the STIR/SHAKEN Authentication Framework (to the extent required by law) as of June 30, 2021—or prior to entering into business with SITP—unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation;
- m. If the Customer, only if it is foreign:
  - i. Does not have an email address at the same domain name as its website;
  - ii. Pays for services by any means other than a bank ACH transfer, bank-to-bank wire transfer, or credit card.
- n. If the Customer has represented to SITP that it does not originate or carry autodialed call traffic, but either:
  - i. Fifteen percent (15%) or more of the telephone calls it terminates onto SITP's network in one (1) day last 30 seconds or less; or
  - ii. Fifty (50%) or more of the or more of the telephone calls it terminates onto SITP's network in one (1) day last 60 seconds or less;
  - iii. Provided that, if, within forty-eight (48) hours, the Customer can demonstrate to SITP that the call traffic in question per ¶¶12(n)(i)-(ii)

is/was (1) not autodialed and (2) legitimate business activity, then termination is not required.

- o. SITP shall also immediately terminate, or refrain from entering into, a business relationship with a Customer if SITP becomes aware of or obtains any information suggesting that the Customer is engaging in conduct prohibited in this AOD.

### Customer agreements

13. SITP agrees to require its Customers:

- a. To notify SITP within twenty-four (24) hours if said Customer is:
  - i. Determined by USTelecom’s Industry Traceback Group, in its sole discretion, to be a “Non-Cooperative Voice Service Provider” as defined in the January 2020 edition, or any subsequent edition, of its Policies and Procedures;
  - ii. Blocked from another voice service provider’s network after being determined to be a “bad-actor upstream voice service provider” pursuant to a notice to the Federal Communications Commission in a process more formally described in Paragraphs 35-45 of the Federal Communication Commission’s Third Report and Order, Order On Reconsideration, and Fourth Further Notice of Proposed Rulemaking in CG Docket No. 17-59 and adopted July 16, 2020; or
  - iii. If the Customer (including the owner(s) or controlling person(s) of the entity) is subject to an adverse judgment in a civil lawsuit relating to the transiting of illegal robocalls.

- b. To promptly provide SITP, upon SITP's request, with the identity of its customer(s) that, per SITP's auditing pursuant to ¶¶ 19(a)-(c), was/were the source of reportedly illegal call traffic the Customer routed to SITP;

Screening & Constraining Autodialed Traffic

14. If a Customer indicates to SITP pursuant to ¶11(a) that it is either foreign or engaged in telemarketing (whether U.S.-domiciled or foreign), and that it originates and/or otherwise transmits autodialed call traffic and/or intends to do the same as a Customer of SITP, then SITP shall not accept any such call traffic from said Customer unless and until SITP takes reasonable steps to first screen the legitimacy of the proposed autodialed call traffic. Such reasonable steps shall include, but not be limited to:

- a. Obtaining the following information from the Customer or otherwise:
  - i. The name and address of the entity the originating caller is proposing to make the autodialed calls on behalf of; the originating caller's point of contact at that entity; and a telephone number and email address for that point of contact;
  - ii. A description and sample recording or transcript of the proposed autodialed calls;
  - iii. A list of the proposed Caller-IDs/ANIs to be autodialed;
  - iv. The originating caller's subscription number to the Federal Do-Not-Call-Database, or explanation for the inapplicability of the same to the proposed autodialed calls;
  - v. Whether the originating caller would be undertaking the proposed calls with consent of the proposed autodialed call-recipients, and, if so, a

description of how such consent was obtained, with samples of supporting evidence of the same.

vi. The proposed calls per second for the relevant autodialed call campaign.

vii. The proposed dates of the relevant autodialed call campaign.

b. Taking reasonable steps to review and assess the information provided pursuant to ¶14(a) of this AOD, including but not limited to:

i. Verifying with the entity identified per ¶14(a)(i) that the originating caller has permission to make the proposed autodialed calls using the proposed ANIs on that entity's behalf;

ii. Reviewing the sample recording and/or written call transcript of the proposed autodialed calls to verify its/their consistency with the stated description of the proposed autodialed calls pursuant to ¶14(a)(ii) and compliance with relevant federal and state regulations.

15. SITP agrees to either refrain from accepting the proposed autodialed calls from, or refrain from entering into, or terminate, a business relationship with such Customer, if:

a. SITP is unable to obtain any of the information or documentation required per ¶14(a); or

b. A screening pursuant to ¶¶14(a)-(b)—or information SITP subsequently obtains otherwise—reveals that:

i. SITP has been provided with false, inaccurate, or misleading material information by the Customer, including, but not limited to, the originating caller's authority to make such calls on the specified entity's behalf; or

- ii. The relevant originating caller does not have a subscription number to the Federal Do-Not-Call-Database, without a written satisfactory explanation to Respondent (e.g., calling with evidenced consumer consent), including that such subscription is not required to be obtained pursuant to a (stated) permissible justification.

16. Further, SITP agrees to implement constraints on its network such that SITP only accepts autodialed call traffic from such Customer that SITP has screened per ¶¶ 14(a)-(b), including, but not limiting to:

- a. Rejecting all autodialed call traffic from such Customer except for the pre-verified ANIs per ¶14(a)(iii) & ¶14(b)(i) for the relevant duration of the relevant call campaign per ¶14(a)(vii); and
- b. Limiting the permitted calls-per-second to that which the Customer proposed pursuant to ¶14(a)(vi).

Reasonable call monitoring

17. As to each Customer that represents to SITP, per ¶11(a)(iii), that it transits exclusively conversational call traffic, SITP agrees to daily monitor said call traffic for potential violations of ¶12(n).

18. As to each Customer transiting autodialed call traffic permitted pursuant to ¶¶14-15, SITP agrees to conduct a reasonable two-part audit of said call traffic as it transits, as follows:

- a. Each week, for each distinct autodialed call campaign permitted per ¶¶14-15, SITP agrees to identify the three (3) most used ANIs (by call volume) for two-part audit.

- b. First, SITP will cross-check each of these three (3) ANIs against at least two consumer complaint databases (including at least the YouMail Robocall Index, as long as said Index is accessible)<sup>3</sup> for reports that those autodialed calls were/are fraudulent or otherwise illegal;
- c. Second, SITP will call those three (3) ANIs to independently verify that they are answered in conformity with the information provided per ¶¶14(a)(i)-(ii), and in compliance with federal and state laws and regulations.
- d. Each weekly audit must rotate across the Customer's active ANIs, where possible. That is, each weekly audit shall focus on 3 new ANIs within the given call-campaign to cross-check (always prioritizing ANIs with the highest volume of calls).
- e. If the weekly audit described above detects an out-of-compliance condition, SITP agrees to suspend the Customer's service within 72 hours, unless, prior to that deadline, SITP has engaged with the Customer and satisfactorily resolved the issue.
- f. SITP agrees to terminate any such Customer that sends SITP fraudulent or otherwise illegal robocalls as discovered per ¶¶18(a)-(d), or as reported to SITP otherwise.
- g. Quarterly, for one (1) year from the date of execution of this AOD, each out-of-compliance condition identified per ¶¶18(e) must be reported to the AGO. The

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<sup>3</sup> SITP may also check said ANIs against Nomorobo Robocaller Lookup, the FTC's Do-Not-Call Reported Calls Database, and/or the FCC's Consumer Complaint Data Center.

report must include an explanation regarding what the non-compliant condition was and how the circumstance was resolved.

19. As to each U.S.-domiciled Customer that represents to SITP, pursuant to ¶11(a)(iii), that it is not engaged in telemarketing but transits or intends to transit autodialed call traffic (or a blend of conversational and autodialed traffic) to SITP, SITP agrees to reasonably monitor the Customer's call-traffic for indications of fraudulent or otherwise illegal robocalling. Such reasonable monitoring shall include, but not be limited to, the following:

- a. On a weekly basis, SITP is required to cross-check the Customer's top 6 ANIs (by call volume) against consumer complaint databases (including at least the YouMail Robocall Index, as long as said Index is accessible) for indications that these ANIs have been reported as making fraudulent or otherwise illegal robocalls.
- b. If this weekly audit detects an out-of-compliance condition, SITP agrees to suspend the Customer's service within 72 hours, unless, prior to that deadline, SITP has engaged with the Customer and either:
  - i. Receives assurances that the upstream originating caller has been removed; or
  - ii. Is otherwise satisfied, with reasonable basis, that the out-of-compliance condition has been resolved. The blocking of one or more ANIs is insufficient to resolve an out-of-compliance condition.
- c. SITP agrees to terminate any such Customer if:

- i. On three (3) separate occasions within thirty (30) days, said Customer sends SITP reportedly illegal robocalls per ¶¶19(a)—or as reported to SITP otherwise—from the same upstream customer; or
  - ii. Through said weekly audits, SITP determines, in its own reasonable discretion, that the Customer’s controls against illegal robocalls are systemically insufficient, including, for example, because the Customer is engaged in multiple and/or ongoing business relationships with upstream providers that routinely transit high volumes of reportedly illegal call traffic.
- d. Quarterly, for one (1) year from the date of execution of this AOD, each out-of-compliance condition identified of ¶19(b) must be reported to the AGO. The report must include an explanation regarding what the non-compliant condition was and how the circumstance was resolved.

Attempt to circumvent prohibited

20. SITP shall refrain from causing any foreign Customer to route its call traffic to another U.S.-domiciled VoIP interconnect service provider, such that SITP, through arrangements with said interconnect service provider, would then receive all or part of said call traffic, in order to avoid the requirements of this AOD as to foreign Customers.

STIR/SHAKEN

21. SITP agrees to implement the STIR/SHAKEN Authentication Framework no later than June 30, 2021, unless changed pursuant to applicable legislation, or a successor authentication framework if subsequently mandated by applicable federal law or regulation.

Conflicts/Preemption & Severability

22. To the extent that any federal, state, or international law or regulation imposes duties on SITP that conflict with specific terms of this AOD, the AGO will not enforce such specific AOD terms. However, all AOD provisions that do not conflict with such laws are severable and enforceable.

Record-Keeping

23. Respondent agrees to maintain for each Customer all information and records obtained and/or created in satisfaction of SITP's obligations pursuant to ¶¶10-19 for at least two (2) years.

**PAYMENTS**

24. Respondent shall pay \$67,000 to the State of Vermont.

25. Based on Respondent's demonstrated inability to pay, cooperation with the AGO's investigation in this matter, and cessation of providing VoIP interconnect services pending the AGO's investigation of this matter and the parties' resolution of the same, Respondent's obligation to make a payment to the State of Vermont pursuant to ¶24 is suspended, subject to the conditions set forth below.

- a. Respondent shall pay by wire \$2,000 to the State of Vermont by January 30, 2022;
- b. Respondent shall pay by wire \$5,000 to the State of Vermont by June 30, 2022;
- c. Respondent's sole owner/member, the undersigned, agrees to file his federal and state tax returns for 2020 by May 15, 2021, and to provide the Attorney General a copy of his filed returns within forty-eight (48) hours of their filing.
- d. If Respondent's sole owner/member, the undersigned, receives a federal and/or state tax refund(s) for calendar year 2020 of at least \$7,000 (individually or combined in value), the undersigned shall pay by wire \$7,000 to the State of

Vermont within thirty (30) days of receiving said refund(s), in satisfaction of Respondent's obligations pursuant to ¶¶25(a) and (b) above. If, upon receipt of said refund(s), Respondent has already paid the State of Vermont for some or all of the monies owed per ¶¶25(a) and (b) above, Respondent shall only pay the State of Vermont the balance of the same, if any, to satisfy its obligations pursuant to ¶¶25(a) and (b) above.

- e. If Respondent's sole owner/member, the undersigned, receives a federal and/or state tax refund(s) for calendar year 2020 of at least \$2,000 but less than \$7,000 (individually or combined in value), then the undersigned shall pay by wire \$2,000 to the State of Vermont within thirty (30) days of receiving said refund(s), in satisfaction of Respondent's obligations pursuant to ¶25(a) above. If, upon receipt of said refund(s), Respondent has already paid the State of Vermont some or all of the monies owed per ¶25(a), Respondent shall only pay the State of Vermont the balance of the same, if any, to satisfy its obligations pursuant to ¶25(a) above.
- f. If the Superior Court of the State of Vermont, Washington Unit, enters an order, following submissions by the parties, finding that Respondent has materially violated this AOD resulting in at least one illegal robocall to an individual within the State of Vermont, Respondent shall pay by wire \$60,000 to the State of Vermont within three (3) months of the order's entry, unless otherwise agreed to by the parties.

#### **OTHER TERMS**

- 26. Respondent agrees that this AOD shall be binding on it, and its successors and assigns.

27. The Attorney General hereby releases and discharges any and all claims arising under the Vermont Consumer Protection Act, 9 V.S.A. Chapter 63, that it may have against SITP up to the AOD's effective date in relation to the subject matter of (a) this investigation—per the Attorney General's related Civil Investigative Demands to SITP and March 8, 2021, demand letter to SITP—and (b) this AOD.

28. The Superior Court of the State of Vermont, Washington Unit, shall have jurisdiction over this AOD and the parties hereto for the purpose of enabling the Attorney General to apply to this Court at any time for orders and directions as may be necessary or appropriate to enforce compliance with or to punish violations of this AOD.

29. Acceptance of this AOD by the Attorney General's Office shall not be deemed approval by the Attorney General of any practices or procedures of Respondent not required by this AOD, and Respondent shall make no representation to the contrary.

#### **STIPULATED PENALTIES**

30. If the Superior Court of the State of Vermont, Washington Unit enters an order, following submissions by the parties, finding that Respondent has materially violated this AOD, then the parties agree that penalties to be assessed by the Court for each such violation shall be \$2,000.

#### **NOTICE**

31. Respondent may be contacted through its counsel:

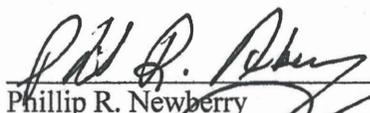
Robby H. Birnbaum, Esq.  
Greenspoon Marder LLP  
2255 Glades Road, Suite 400-E  
Boca Raton, FL 33431  
[Robby.Birnbaum@gmlaw.com](mailto:Robby.Birnbaum@gmlaw.com)  
(954) 343.6959

32. Respondent shall notify the Attorney General of any change to the method of contact described above.

**SIGNATURE**

In lieu of instituting an action or proceeding against VC Dreams USA LLC d/b/a Strategic IT Partner ("Respondent"), the Office of the Vermont Attorney General, pursuant to 9 V.S.A. § 2459, accepts this Assurance of Discontinuance. By signing below, Respondent voluntarily agrees with and submits to the terms of this Assurance of Discontinuance.

DATED at Miami Beach, FL, this 19 day of April<sup>d</sup>, 2021.

  
Phillip R. Newberry  
Authorized agent of VC Dreams USA LLC  
d/b/a Strategic IT Partner

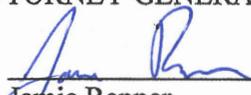
ACCEPTED on behalf of the Attorney General:

DATED at Montpelier, Vermont this 19 day of April, 2021.

STATE OF VERMONT

THOMAS J. DONOVAN, JR.  
ATTORNEY GENERAL

By:

  
Jamie Renner  
Assistant Attorney General  
Office of Attorney General  
109 State Street  
Montpelier, Vermont 05609  
Jamie.renner@vermont.gov  
(802) 828-5947