

**OFFICE OF THE ATTORNEY GENERAL
STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS**

IN THE MATTER OF:

AG Case No.: L19-3-1270

**5 STAR PRODUCTION LLC;
ARTEM VALERIEVICH VOSS,
an individual, and OLEKSII IAROSHENKO,
an individual.**

Respondents

ASSURANCE OF VOLUNTARY COMPLIANCE

1. PURSUANT TO the provisions of Chapter 501, Part II of the Florida Statutes, Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the OFFICE OF THE ATTORNEY GENERAL, STATE OF FLORIDA, DEPARTMENT OF LEGAL AFFAIRS (hereinafter referred to as the “Attorney General”), caused an investigation to be made into certain acts and practices of 5 Star production LLC (the “Corporate Respondent”), Artem Valerievich Voss a/k/a Tim Voss, and Oleksii Iaroshenko a/k/a Alex Yaro (collectively hereinafter, “Respondents”).

2. Respondent 5 Star Production LLC is an active Florida limited liability company, organized under the laws of Florida on or about June 15, 2016, with its principal place of business and mailing address listed as 2711 S Palm Aire Drive, Pompano Beach, Florida 33069.

3. Respondent Artem Valerievich Voss a/k/a Tim Voss (“Voss”) is an individual residing at 22281 Tupelo PL, Boca Raton, Florida 33428, and is the owner, chief executive officer, and registered agent of Corporate Respondent, and has authority to control the day-to-day activity of Corporate Respondent.

4. Respondent Oleksii Iaroshenko a/k/a Alex Yaro (“Iaroshenko”) is an individual residing at 6610 Indian Creek Drive, Apartment 502, Miami Beach, Florida 33131, and is the owner and manager of Corporate Respondent, and has authority to control the day-to-day activity of Corporate Respondent.

5. Respondents are prepared to enter into this Assurance of Voluntary Compliance (hereafter referred to as the “AVC”) without an admission that Respondents violated FDUTPA or any other law and solely for the purpose of resolution of this matter with the Attorney General.

6. The Attorney General has investigated Respondents’ business practices pursuant to the provisions of Section 501.204, Florida Statutes, which prohibits unconscionable acts or practices and unfair or deceptive acts or practices in the conduct of any trade or commerce.

7. Pursuant to Section 501.207(6), Florida Statutes, the Attorney General agrees to accept this AVC in termination of its investigation as to Respondents solely as to the acts and practices that were the subject of the investigation.

I. STIPULATED DEFINITIONS AND FACTS

8. “Consumer” means an individual; child, by and through its parent or legal guardian; business; firm; association; joint venture; partnership; estate; trust; business trust; syndicate; fiduciary; corporation; any commercial entity, however denominated; or any other group or combination.

9. “Clear and Conspicuous” (including “Clearly and Conspicuously”) means that a statement is made in a manner readily noticeable and understandable. To determine whether a statement is Clear and Conspicuous, factors to consider include:

- a. whether it is of sufficient prominence in terms of sound and speed, font, size, placement, color, contrast, duration of appearance, as compared with accompanying

statements, claims, terms, or representations, so that it is readily noticeable, understandable, and likely to be heard or understood by a reasonable person; and if written or conveyed electronically, the terms are not buried on the back or bottom, or in unrelated information or placed on a portion of the page that a reasonable person would not think contained significant information;

b. whether it is located sufficiently near to any other statement that it clarifies, modifies, or explains, or that clarifies, modifies, or explains it;

c. whether it is presented in a coherent and meaningful sequence with respect to other terms, representations, claims or statements being conveyed;

d. whether it contradicts, or renders confusing or ambiguous, any other statement, or appears to be inconsistent with any other statement;

e. whether, if it is oral, it is at an understandable pace, tone and volume as the sales offer, or, if not oral, it appears for a duration sufficient to allow viewers to have a reasonable opportunity to notice or read, and is free of distractions that compete for the attention of the Consumer;

f. whether it is presented in such a way as to be free of distractions, including, but not limited to, sound, graphics, text or other offers that compete for the attention of the Consumer; and

g. whether, in advertising on the Internet, it is made on the same page as any other term, statement, claim or representation that it modifies, and either above the fold or Clearly and Conspicuously referenced or linked to a location below the fold.

10. The Attorney General and Respondents hereby agree and stipulate to the following:

a. During the time frame beginning at least June 2016 through approximately December 2018, Respondents engaged in the business of advertising, promoting, and selling professional photography and videography services and related products to Consumers in the State of Florida and elsewhere.

b. Respondents owned, operated, and did business under the website www.5StarProduction.com (not currently active), and were responsible for the advertisements, offers, representations, and promotions on the website.

- c. The Attorney General investigated allegations that Respondents committed unfair or deceptive acts toward Consumers in the State of Florida and elsewhere in connection with the advertising, promoting, and selling of professional photography and videography services and related products.
- d. The allegations include Respondents failed to provide paid for goods and services, failed to render their services as promised, misrepresented their services, misrepresented the time frame in which the goods would be provided, failed to honor their refund policy, failed to deliver completed goods, and failed to provide customer service. Further, Consumers allege Respondents suddenly ceased responding to Consumers' emails and phone calls.
- e. Respondents have represented to the Attorney General they have ceased operating and conducting business and are no longer advertising, promoting, or selling professional photography and videography services or related products. Further, Respondents have indicated they do not intend to engage in the business, acts, and practices that are the subject of this investigation at any time in the future.
- f. Respondents allege financial inability to pay full Consumer restitution. Respondents have submitted and signed under penalty of perjury individual and corporate financial statements ("Financial Statements") supporting their financial inability.
11. This AVC is based upon the stipulated facts set forth herein. The Attorney General shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material or substantive way or should this AVC not be complied with in full by Respondents. The parties agree that this AVC has been entered into based on the truthfulness of the information provided by Respondents.

II. INJUNCTIVE TERMS

12. Corporate Respondent 5 Star Production LLC and Respondent Voss agree and stipulate that they will permanently refrain from and are hereby barred, directly as well as indirectly through officers, directors, owners, representatives, agents, employees, successors, assigns, independent contractors or any other person or entity who acts under, by, through, or on behalf of Corporate Respondent 5 Star Production LLC and Respondent Voss, from advertising, promoting, selling, offering, or providing professional photography and videography services or related goods or services in the State of Florida.

13. Respondents, including their owners, officers, directors, representatives, agents, employees, successors, assigns, independent contractors or any other person or entity who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device shall, in the course of any trade or commerce:

- a. Permanently refrain from violating FDUTPA by not making any false or misleading representations to Consumers in the course of any trade or commerce;
- b. Ensure that all written and oral statements, representations, and claims on Respondents' website(s) and/or in any other marketing or promotional materials, or made over the phone or in person are true and accurate at all times the statements, representations, or claims are made;
- c. Ensure, if Consumers are charged for services in advance, that those services are provided as advertised and within the promised time frame;
- d. Ensure, if Consumers are charged for goods or services prior to delivery and acceptance of the goods or services, that Respondents deliver the exact goods or services paid for within the advertised time frame. If Respondents are unable to deliver the goods or services within the advertised time frame, Respondents shall contact the Consumer, explain the circumstances delaying delivery, and a) obtain the Consumer's consent to the delayed delivery, or b) offer in writing to provide the Consumer a full refund. The Consumer may elect to decline the full refund in writing and accept a revised delivery date provided by Respondents in writing. If a Consumer elects in writing to decline the full refund and accepts the revised delivery date provided by Respondents and Respondents fail to deliver the exact goods or services paid for by the revised delivery date, Respondents shall immediately issue the Consumer a full refund;

- e. Ensure that all material terms and conditions of a transaction are Clearly and Conspicuously disclosed to the Consumers before obtaining the Consumers' billing information and charging the Consumers' credit card, debit card, bank account, or other financial account for goods or services through such transaction;
- f. Ensure that all material terms and conditions of a transaction are Clearly and Conspicuously disclosed to all Consumers before soliciting payment from Consumers for goods or services;
- g. Ensure that any and all disclaimers and policies, including, but not limited to, Respondents' Refund and Cancellation policies, are Clear and Conspicuous, and provided on the same page and above any solicitations for consent or payment;
- h. Clearly and Conspicuously identify the procedure and customer support contact information for Consumers to cancel any goods and/or services and request and receive a refund; Clearly and Conspicuously disclose to Consumers whether the Consumer will incur any additional expense or fee, if the Consumer returns or cancels any product or service; comply with all State and Federal regulations regarding refunds; and abide by the Clearly and Conspicuously disclosed cancellation and refund policies;
- i. Maintain adequate customer service capacity to facilitate cancellation and refund requests;
- j. Provide training programs to all of Respondents' employees, including, but not limited to, training regarding Clear and Conspicuous terms, conditions, disclosures, and policies (e.g., refund policy, cancellation policy, etc...); ensure that customer service representatives' oral representations are consistent with Respondents' written terms, conditions, disclosures, and policies; and prohibit misrepresentations to Consumers consistent with the terms and conditions of this AVC;
- k. Provide training programs to all of Respondents' employees regarding customer service and internal handling of Consumer complaints, including the issuance of refunds consistent with Respondents' policies and the terms and conditions of this AVC;
- l. Ensure all of Respondents' employees attend the training programs within the first two months of their employment, maintain records of employee attendance, ensure that employees receive refresher training on an annual basis, and maintain records of the annual refresher training;
- m. Provide refunds to Consumers within seven (7) calendar days from the date the Consumer requests a refund;
- n. Maintain a customer support telephone number or mail, and email address for Consumers to file a complaint, ensure all Consumer complaints are responded to within

seven (7) calendar days, and ensure that any independent contractors utilized comply with this provision;

- o. Not utilize testimonials, reviews, statements, endorsements by their owners, officers, directors, representatives, agents, employees, or any other person acting, directly or indirectly, on behalf of Respondents who are being compensated for the making of such testimonial, review, statement, endorsement, without Clearly and Conspicuously disclosing to Consumers that such testimonial, review, statement, endorsement is being provided in exchange for consideration and/or without Clearly and Conspicuously disclosing to Consumers any material relationship between the person making the testimonial, review, statement, endorsement and Respondents; and
- p. Ensure that any and all businesses owned or operated by Respondents and conducting or transacting business within the State of Florida have a Registered Agent and Registered Office in compliance with Florida Statutes.

14. For those Consumers who, as of the Effective Date of this AVC, have not received their final edited product from Respondents, Respondents shall provide to the Attorney General the final edited product, or at a minimum the raw footage and/or video from the Consumer's event, which shall then be forwarded by the Attorney General directly to the Consumer. For those Consumers who Respondents represent to not have possession of the final edited product and are missing the raw footage and/or video, Respondents shall provide to the Attorney General the corresponding vendor's contact information, which the Attorney General shall forward to the Consumer.

III. EQUITABLE RESTITUTION

15. Respondents have refunded Nineteen Thousand Eighty-Five Dollars and Forty-Seven Cents (\$19,085.47) in total to Consumers who filed complaints with the Attorney General or the Better Business Bureau.

16. Respondents represent and have demonstrated through their sworn Financial Statements that Respondents do not have the financial ability to pay the total amount of remaining Consumer restitution. Based upon the Stipulated Facts, Respondents' Financial

Statements, and Respondents' representations, Respondents shall pay Thirty Thousand Dollars and No Cents (\$30,000.00) for Consumer restitution ("Restitution Amount"), to be paid as follows:

- a. Respondents shall jointly and severally make an initial payment of One Thousand Dollars and No Cents (\$1,000.00) ("Initial Payment") on or before September 1, 2019.
- b. Respondents shall jointly and severally pay the remaining Twenty-Nine Thousand Dollars and No Cents (\$29,000.00) ("Outstanding Payment Amount") in monthly installments, at a rate of One Thousand Dollars and No Cents (\$1,000.00) per month payable to the Attorney General on the fifteenth (15th) of each month, with a five (5) day grace period, starting September 15, 2019.
- c. The Restitution Amount shall be paid to the Attorney General via wire transfer or certified check made payable to the **Department of Legal Affairs** and shall be sent to the attention of Assistant Attorney General Viviana Escobar, Office of the Attorney General, Consumer Protection Division, SunTrust International Center, One SE Third Avenue, Suite 900, Miami, Florida 33131.

17. The Attorney General shall thereafter allocate and distribute the funds for Consumer restitution and for payment of reasonable attorney's fees and costs of its investigation as the Attorney General determines is reasonable in its sole business judgment. However, no individual Consumer will receive more than the amount they are actually owed.

18. The Restitution Amount will be distributed pro-rata among those Consumers who filed complaints against Respondents, prior to the Effective Date of this AVC or within thirty (30) calendar days from the Effective Date of this AVC, through entities, including, but not limited to, the Attorney General and the Better Business Bureau and who have not received a

refund from Respondents. The manner in which the Restitution Amount is to be distributed shall be within the sole discretion of the Attorney General. In the sole judgment of the Attorney General, if the Attorney General is unable to locate Consumers for restitution or determines that restitution is not practical, any remaining restitution monies will revert to the Department of Legal Affairs and they shall be used to defray the costs of restitution distribution and any attorney's fees and costs incurred in enforcing this AVC, or as fees and costs associated with ongoing and future enforcement initiatives pursuant to FDUTPA.

19. The Attorney General shall not be estopped from taking further action in this matter should the Stipulated Facts, Financial Statements, or representations made by Respondents regarding their financial inability to pay the full Consumer Restitution Amount be shown to be inaccurate in any material way.

IV. ATTORNEY'S FEES AND COSTS

20. Respondents stipulate that the total amount of attorney's fees and costs incurred in investigating this matter is at least Thirty Thousand Dollars and No Cents (\$30,000.00) ("Fees Amount").

21. Respondents represent and have demonstrated through their Financial Statements that Respondents do not have the financial ability to pay the Fees Amount. Subject to and contingent upon Respondents' full, complete and timely compliance with the terms of this AVC, including full payment pursuant to Paragraph 16, and in reliance upon Respondents' representations and Financial Statements, the Attorney General is suspending the Fees Amount in consideration of the parties' entry into this AVC.

22. The Attorney General shall not be estopped from taking further action in this matter should the Stipulated Facts, Financial Statements, or representations made by

Respondents regarding their financial inability to pay the Fees Amount be shown to be inaccurate in any material way or should Respondents fail to make full payment pursuant to Paragraph 16.

V. CIVIL PENALTIES

23. Respondents stipulate that the total amount of civil penalties due is at least Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00) (“Civil Penalty Amount”).

24. Respondents represent and have demonstrated through their Financial Statements that Respondents do not have the financial ability to pay the Civil Penalty Amount. Subject to and contingent upon Respondents’ full, complete and timely compliance with the terms of this AVC, including full payment pursuant to Paragraph 16, and in reliance upon Respondents’ representations and Financial Statements, the Attorney General is suspending the Civil Penalty Amount in consideration of the parties’ entry into this AVC.

25. The Attorney General shall not be estopped from taking further action in this matter should the Stipulated Facts, Financial Statements, or representations made by Respondents regarding their financial inability to pay the Civil Penalty Amount be shown to be inaccurate in any material way or should Respondents fail to make full payment pursuant to Paragraph 16.

26. Respondents agree that the Civil Penalty Amount is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7). Respondents further agree not to object to or otherwise dispute any claim for non-dischargeability of the Civil Penalty Amount in any voluntary or involuntary bankruptcy proceedings.

VI. FUTURE VIOLATIONS

27. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC by Respondents, including, but not limited to, the injunctive provisions in Paragraphs 12-14 and the monetary terms contained in Paragraph 16, is prima facie evidence of a violation of FDUTPA, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this AVC has occurred, then the suspension of the Fees Amount and Penalty Amount shall be lifted and Respondents shall be liable for a consent judgment in the amount of Six Hundred Fifty Thousand Dollars and No Cents (\$650,000.00), as well as attorney's fees and costs incurred in enforcing this AVC and any other legal or equitable relief as the court determine appropriate.

VII. COMPLIANCE

28. For a period of two (2) years from the Effective Date of this AVC, for the purpose of further determining compliance with this AVC, Respondents shall permit representatives of the Attorney General, upon written request to Respondents, access during normal business hours to any office, warehouse, or facility storing documents, of Respondents. In providing such access, Respondents shall permit representatives of the Attorney General to inspect and copy all documents relevant to any matter contained in this AVC, and to interview or depose the officers, directors, and employees, including all personnel involved in responding to Consumer complaints or inquiries, and Consumers' requests for customer support, and all sales personnel, whether designated as employees, consultants, independent contractors or otherwise, concerning matters relating to compliance with the terms and conditions of this AVC. The person interviewed or deposed may have counsel present. Nothing in this AVC limits the Attorney

General's lawful use of its compulsory process, pursuant to Section 501.206, Florida Statutes, to obtain any documentary, material, tangible things, testimony, or information relevant to unfair or deceptive acts or practices (within the meaning of Sections 501.203-501.204, Florida Statutes), or other means available under Florida law, including, but not limited to, posing through its representatives as Consumers or suppliers without the necessity of identification.

29. Respondents shall preserve and retain all relevant business and financial records relating to the acts and practices at issue in this AVC and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years from the Effective Date of this AVC, and shall provide reasonable access to such documents and information to the Attorney General within three (3) calendar days following the Attorney General's request.

30. For a period of two (2) years from the Effective Date of this AVC, Respondents shall notify the Attorney General at least thirty (30) calendar days prior to creating, operating, or exercising any control over any business entity or organization in Florida, whether newly formed or previously inactive, including, but not limited to, any partnership, limited partnership, joint venture, sole proprietorship, corporation, or incorporated entity. Said notification shall include a written statement disclosing: (1) the name, address and telephone number of the business entity; (2) the names of the business entity's officers, directors, principals, managers, and employees; and (3) a detailed description of the business entity's intended activities.

31. Future complaints received by the Attorney General may be forwarded to Respondents to the attention of Artem Voss, or another agent designated by Respondents whose contact information shall be provided to the Attorney General for future correspondence. For all complaints forwarded to Respondents from the Attorney General, Respondents shall provide a written response to the Attorney General within fifteen (15) calendar days detailing the nature of

the complaint, Respondents' response to the complaint, and any actions taken to resolve the complaint. Any actions taken by the Attorney General with regard to future complaints shall not be construed as a waiver of the Attorney General's remedies under this AVC or approval of Respondents' actions and/or resolution of such complaints.

32. Respondents shall not effect any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities as a method of avoiding the obligations and terms and conditions set forth in this AVC.

33. Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, owners, directors, employees, agents, independent contractors, successors and assigns or anyone else acting for or on behalf of Respondents.

VIII. CUSTOMER RECORDS

34. Any personal or financial information of Consumers, in the custody, control or possession of Respondents shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of Consumer information. Respondents, including any managers, members, officers, owners, directors, employees, agents, independent contractors, successors, and assigns, shall not, directly or indirectly, market, sell, share or otherwise disclose the name, contact information, or financial information of any Consumer or customer in the care, custody or control of Respondents.

IX. EFFECTIVE DATE

35. The Effective Date of this AVC shall be the date of its execution and delivery by the Attorney General (the "Effective Date"). Acceptance by the Attorney General shall be established by the signature of the Division Director, Office of the Attorney General, State of Florida, Department of Legal Affairs, or her designee.

36. The receipt by the Attorney General of any monies pursuant to the AVC does not constitute acceptance by the Attorney General, and any monies received shall be returned to Respondents if this AVC is not accepted and fully executed by the Attorney General.

X. SCOPE OF AGREEMENT AND RELEASES

37. This AVC does not constitute an approval by the Attorney General of any of Respondents' business practices. Respondents shall not represent directly or indirectly, or in any other way whatsoever, that the Attorney General has sanctioned, condoned or approved of any part or aspect of Respondents' business practices.

38. This AVC is the final, complete and exclusive statement of the parties' agreement on the matters contained in this AVC, and it supersedes all previous negotiations and agreements. Other than any representation expressly stated in this AVC, the parties have not made any promises, representations or warranties to each other, and neither party's decision to enter into this AVC is based upon any statement by the other party outside of those in this AVC.

39. The Respondents agree that no promises of any kind or nature whatsoever, other than the written terms of this AVC, were made to induce the Respondents into entering into this AVC.

40. This AVC may be amended only by written agreement between the parties, subject to any further requirements under state law.

41. Nothing in this AVC is to be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents or any other person or entity, and nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the Attorney General except as expressly limited herein.

42. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for or against any party on the grounds that one party had more control over establishing the terms of this AVC than another.

43. Respondents expressly acknowledge that they had, or had the opportunity to obtain, the advice and counsel of an independent attorney of their choosing to assist in the negotiation and preparation of this AVC. Respondents have read this agreement, are aware of its terms, have voluntarily executed it, and acknowledge that to the extent they have waived any rights or defenses by entry into this AVC, such waiver was made voluntarily and with full knowledge of the ramifications of such waiver.

44. Respondents agree that they release and forever discharge the Office of the Attorney General (including any of its past, present or future administrators, employees, officers, attorneys, agents, representatives, officials acting in their official capacities, agencies, departments, commissions, and divisions) from any and all manner of civil claims, demands, actions, suits and causes of action, damages whenever incurred, liabilities of any nature whatsoever, whether known or unknown, accrued or unaccrued, legal, equitable or statutory, arising out of or in any way related to, in whole or in part, the subject matter of the litigation of this lawsuit.

45. This AVC shall be governed by the laws of the State of Florida.

46. The obligations imposed under this AVC are continuing in nature and shall apply to and be binding upon Respondents and their successors and assigns, whether acting through their principals, officers, owners, managers, members, directors, shareholders, representatives, employees, agents, independent contractors, successors and assigns, or acting through any

limited liability company, corporation or other business entity whose acts, practices or policies are directed, formulated, or controlled by Respondents.

XI. MISCELLANEOUS

47. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement, and this AVC may be executed in counterparts the compilation of which shall constitute the full and final agreement.

48. Notice to any of the parties to this AVC as may be required shall be made by certified mail and email at the addresses set forth below unless any party notifies the other parties in writing of another address to which notices should be provided.

To Respondents:

Artem Voss
22281 Tupelo PL
Boca Raton, Florida 33428

To the Department:

Viviana Escobar, Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
SunTrust International Center
One SE Third Avenue, Suite 900
Miami, Florida 33131

49. It is a condition of each of the Attorney General's obligations under this AVC that Respondents have fully and timely performed all of Respondents' obligations previously due under this AVC.

50. If any term of this AVC is to any extent unenforceable, invalid or illegal, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or

unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

51. By my signature, I hereby affirm that I have authority to execute this AVC on behalf of the party indicated and, to the extent I am acting in a representative capacity, I am acting within the scope of my authority as corporate representative, as well as in my individual capacity, and that by my signature I am binding myself and the party/parties indicated to the terms and conditions of this AVC.

SIGNATURES ON SEPARATE PAGES

FOR RESPONDENTS:

5 STAR PRODUCTION LLC.

Agreed to:

By: _____
Title: _____
Date: _____, 2019

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, _____, personally appeared as the _____ of **5 Star Production LLC**. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this ____ day of _____, 2019.

Sworn to and subscribed before me this ____ day of _____, 2019.

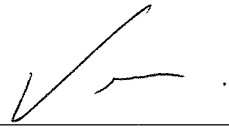
NOTARY PUBLIC
(print, type or stamp commissioned name of
Notary Public)

Personally known _____ or Produced identification _____ (check one) Type of Identification
Produced: _____

Dated: _____

ARTEM VALERIEVICH VOSS, INDIVIDUALLY

Agreed to:




Artem Valerievich Voss, Individually
Date: 10/02, 2019

United Mexican States)
STATE OF FLORIDA State of Quintana Roo)
COUNTY OF _____ City of Cancun) SS:
Consular Agency of the United States of America)

BEFORE ME, an officer duly authorized to take acknowledgments in the ~~State of~~ ^{Cancun, Q Roo Mexico} Florida, **Artem Valerievich Voss**, personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this 2 day of October, 2019.

Sworn to and subscribed before me this 2 day of October, 2019.





Leslie Vessels-Calderon
U.S. Consular Agent
NOTARY PUBLIC
(print, type or stamp commissioned name of Notary Public) **Presidential commissions do not expire.**

Personally known _____ or Produced identification X (check one) Type of Identification Produced: Florida Temporary Driver License

OLEKSII IAROSHENKO, INDIVIDUALLY

Agreed to:

Oleksii Iaroshenko, Individually
Date: _____, 2019

STATE OF FLORIDA)
COUNTY OF _____)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, **Oleksii Iaroshenko**, personally appeared. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated, on this ____ day of _____, 2019.

Sworn to and subscribed before me this _____ day of _____, 2019.

NOTARY PUBLIC
(print, type or stamp commissioned name of
Notary Public)

Personally known _____ or Produced identification _____ (check one) Type of Identification
Produced: _____

OFFICE OF THE ATTORNEY GENERAL

By: Victoria Butler
Victoria Butler
Director, Consumer Protection Division
Office of the Attorney General
State of Florida
Department of Legal Affairs
3507 Frontage Rd, Suite 325
Tampa, FL 32399

Dated: 11/10/19

By: [Signature]
Viviana Escobar
Assistant Attorney General
Office of the Attorney General
State of Florida
Department of Legal Affairs
Consumer Protection Division
SunTrust International Center
One Se Third Avenue, Suite 900
Miami, FL 33131

Dated: 11-4-2019