

I. STIPULATIONS

The parties, through their respective attorneys, make the following stipulations:

- 1.1 The Attorney General of Texas has asserted certain claims and causes of action against Stipulating Defendants alleging that Stipulating Defendants have violated the Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code § 17.41 *et seq.* (West 2011 & Supp. 2013) (“DTPA”).
- 1.2 This Judgment represents a compromise and settlement of all matters arising out of the facts alleged by the STATE OF TEXAS in this cause, and a final adjudication of all claims that were made or could have been made in Plaintiff’s Original Petition.
- 1.3 The parties understand the terms of this Judgment and agree to and do not contest the entry of this Judgment.
- 1.4 The parties actively participated in the negotiations leading up to this Judgment, are aware of the duties placed upon them by the Judgment, and are desirous and capable of carrying out those duties in full.
- 1.5 The corporate signatory hereto on behalf of each Stipulating Entity Defendant is an officer of such Defendant and is authorized to enter into this Judgment, has read the Judgment, and agrees to entry of same.
- 1.6 The parties submit to the jurisdiction of the Court and do not contest venue in this cause.
- 1.7 Each Stipulating Defendant acknowledges receipt of a copy of this Judgment and has full and actual notice of the terms of this Judgment. Issuance and service of a writ of injunction are therefore waived.
- 1.8 The terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683.

- 1.9 This Judgment in no way affects, preempts, precludes, or resolves any matters with respect to any private claimants or other governmental agencies or departments.

II. FINDINGS

- 2.1 It appearing to the Court that all parties agree to the entry of this Judgment and that they have approved its entry by their duly authorized signatures, the Court, upon the stipulation of the parties and after being fully advised in this matter, finds as follows:

- A. That it has jurisdiction over the parties and subject matter of this suit;
- B. That the settlement of this dispute is fair, reasonable, and just; and
- C. That it would be in the best interests of the parties if the Court approved the settlement and rendered judgment accordingly.

- 2.2 Based on these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued as granted in this Judgment and that plaintiff, STATE OF TEXAS, is entitled to recover from Stipulating Defendants as set forth below.

- 2.3 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Capital One, N.A., bank account ending in 9829 in the name of AMD Tech Solutions LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.

- 2.4 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Frost Bank account ending in 6374 in the name of AMD Tech Solutions LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.

- 2.5 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Branch Banking & Trust Company bank account ending in 1390 in the name of Com

Connect IT Services LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.

- 2.6 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Bank of the Ozarks bank account ending in 1350 in the name of Escutcheon Technologies, LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.7 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the CitiBank, N.A., bank account ending in 1773 in the name of HPC Techs LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.8 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Bank of the Ozarks bank account ending in 1962 in the name of Texas Connect. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.9 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Providence Bank bank account ending in 8358 in the name of VAP Techs. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.10 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the CitiBank, N.A., account ending 3453 in the name of Dilip Bose and Ritika Arora. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.11 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the CitiBank, N.A., account ending 3466 in the name of Dilip Bose and Ritika Arora. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.12 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the CitiBank, N.A., account ending 7786 in the name of Cyptus Technology LLC. The

- Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.13 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the Capital One, N.A., account ending 9180 in the name of Marketstream Techs LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.14 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the JPMorgan Chase Bank, N.A., account ending 3276 in the name of Dilip Bose. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.15 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the JPMorgan Chase Bank, N.A., account ending 0985 in the name of Ritika Arora. The Court further finds that such funds are not the property of any Stipulating Defendant.
- 2.16 The Court further finds that Plaintiff is entitled to a constructive trust over the funds held in the JPMorgan Chase Bank, N.A., account ending 7182 in the name of Cyptus Solutions LLC. The Court further finds that such funds are not the property of any Stipulating Defendant.

III. DEFINITIONS

For purposes of this Judgment, the following definitions shall apply:

- 3.1 “Defendants” means AMD Tech Solutions LLC, BCP Techs, LLC, Com Connect It Services LLC, Cyptus Technologies LLC, Escutcheon Technologies, LLC, HPC Techs LLC, Marketstream techs [sic] LLC, Texas Tech Connect, LLC, The Rhombus Techs LLC, VAP Techs LLC, VAP Blaze LLC, WAP IT Services LLC, Dilip Bose, Mohit Arora, Ritika Arora, and Anna Shellner, individually, collectively, or in any combination.
- 3.2 “Effective Date” shall mean the date this Agreed Judgment and Permanent Injunction is approved by and entered by the Court.

- 3.3 “Stipulating Defendants” means all of the Stipulating Individual Defendants and the Stipulating Entity Defendants, individually, collectively, or in any combination.
- 3.4 “Stipulating Entity Defendants” means AMD Tech Solutions LLC, a Texas Limited Liability Company, Com Connect It Services LLC, a Texas Limited Liability Company, Escutcheon Technologies, LLC, a Texas Limited Liability Company, HPC Techs LLC, a Texas Limited Liability Company, Texas Tech Connect, LLC, a Texas Limited Liability Company, The Rhombus Techs LLC, a Texas Limited Liability Company, VAP Techs LLC, a Texas Limited Liability Company, and WAP IT Services, LLC, a Texas Limited Liability Company, their successors and assigns, as well as any subsidiaries, affiliates, divisions, or sales or customer service operations, and any fictitious business entities or business names created or used by these entities.
- 3.5 “Stipulating Individual Defendants” means Dilip Bose, Mohit Arora, and Ritika Arora, by whatever names they may be known.
- 3.6 “Tech Support Product or Service” includes any plan, program, or software, marketed to repair, maintain, or improve a computer’s performance or security, including registry cleaners, anti-virus programs, anti-malware programs, firewall programs, and computer, computer hardware, or software diagnostic services.

IV. INJUNCTIVE RELIEF

4.1 **IT IS FURTHER ORDERED** that Stipulating Defendants, their officers, agents, servants, employees, and attorneys, and any other person in active concert or participation with Stipulating Defendants—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—who receive actual notice of this order by personal service or otherwise, are hereby enjoined from engaging in the following conduct:

- A. Advertising, marketing, promoting, offering for sale, selling, or providing any Tech Support Product or Service;
- B. Assisting or providing consulting services for others engaged in, or receiving any proceeds from, the advertising, marketing, promoting, offering for sale, selling, or providing of any Tech Support Product or Service;
- C. Owning, controlling, or serving as an officer, director, or manager of any business entity advertising, marketing, promoting, offering for sale, selling, providing, or assisting or providing consulting services for others engaged in, the advertising, marketing, promoting, offering for sale, selling, or providing of any Tech Support Product or Service;
- D. Disclosing or using any customer information obtained by Defendants in connection with the advertising, marketing, promoting, offering for sale, selling, or providing of any Tech Support Product or Service, including any customer's name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to the account of any person;

- E. Collecting, attempting to collect, or assigning any right to collect payment for any Tech Support Product or Service sold by any Defendant;
- F. Passing off any Defendant's services as those of another party;
- G. Causing confusion or misunderstanding as to the approval or certification of any Defendant's services;
- H. Misrepresenting, directly or by implication, that any Defendant's services are approved by, certified by, or otherwise authorized by any other party;
- I. Causing confusion or misunderstanding as to any Defendant's affiliation, connection, or association with, or certification by, another;
- J. Misrepresenting, directly or by implication, that any Defendant is affiliated with, certified by, or otherwise authorized by any other third party;
- K. Representing, directly or by implication, that any service offered or sold by any Defendant has sponsorship, approval, characteristics, ingredients, uses, or benefits which it does not have;
- L. Representing, directly or by implication, that any Defendant has a sponsorship, approval, status, affiliation, or connection which they do not have;
- M. Representing that services are of a particular standard, quality, or grade, if they are of another;
- N. Making any false or misleading statements of fact concerning the need for repair services;
- O. Representing, directly or by implication, that any Defendant has performed any work or service that they have not performed;

- P. Representing, directly or by implication, that any Defendant has made a refund which they have not made;
- Q. Representing, directly or by implication, that any Defendant intends to make a refund that they do not intend to make; and
- R. Failing to disclose information concerning goods or services which was known at the time of the transaction with the intent to induce any consumer into a transaction into which any such consumer would not have entered had the information been disclosed.

4.2 **IT IS FURTHER ORDERED** that the Stipulating Individual Defendants shall, within thirty (30) days of Effective Date, take all steps necessary to dissolve each of the following entities:

- A. AMD Tech Solutions LLC;
- B. Com Connect It Services LLC;
- C. Escutcheon Technologies, LLC;
- D. HPC Techs LLC;
- E. Texas Tech Connect, LLC;
- F. The Rhombus Techs LLC;
- G. VAP Techs LLC; and
- H. WAP IT Services, LLC.

Stipulating Individual Defendants shall provide to Plaintiff documentation of each required dissolution no later than thirty-five (35) days after the Effective Date.

V. MONETARY JUDGMENT

- 5.1 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the State of Texas shall have judgment against Stipulating Defendants, jointly and severally, in the total amount of Ten million and no/100 Dollars (\$10,000,000.00) as follows:
- A. Three million and no/100 Dollars (\$3,000,000.00) in civil penalties pursuant to DTPA section 17.47(c)(1);
 - B. Five Hundred Thousand and no/100 Dollars (\$500,000.00) in attorneys' fees and investigative costs; and
 - C. Six million five hundred thousand and no/100 Dollars (\$6,500,000.00) in restitution pursuant to DTPA section 17.47(d).
- 5.2 Money collected by the State of Texas shall be allocated first as restitution, then attorneys' fees, and then civil penalties.
- 5.3 In partial satisfaction of the judgment against the Stipulating Defendants:
- A. CitiBank, N.A., shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in: (a) account number ending 1773 in the name of HPC Techs LLC; (b) account number ending 3453 in the name of Dilip Bose and Ritika Arora; (c) account number ending 3466 in the name of Dilip Bose and Ritika Arora; and (d) account number ending 7786 in the name of Cyptus Technology LLC;
 - B. Bank of the Ozarks shall, within ten (10) business days of receipt of a copy of this Order, transfer to Plaintiff or its designated agent all funds, if any, in: (a) account number 1350 in the name of Escutcheon Technologies LLC; and (b) account number ending 1962 in the name of Texas Connect;

- C. Branch Banking & Trust Company shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in account number ending 1390 in the name of Com Connect IT Services LLC;
- D. Capital One, N.A., shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in: (a) account number ending 9180 in the name of Marketstream Techs LLC; and (b) account number ending 9829 in the name of AMD Tech Solutions LLC;
- E. Frost Bank shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in account number ending 6374 in the name of AMD Tech Solutions LLC;
- F. JPMorgan Chase Bank, N.A., shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in: (a) account number ending 3276 in the name of Dilip Bose; (b) account number ending 0985 in the name of Ritika Arora; and (c) account number ending 7182 in the name of Cyptus Solutions LLC; and
- G. Providence Bank shall, within ten (10) business days of receipt of a copy of this Judgment, transfer to Plaintiff or its designated agent all funds, if any, in account number ending 8358 in the name of VAP Techs LLC.

5.4 In partial satisfaction of the judgment against the Stipulating Defendants, the Court shall transfer to Plaintiff or its designated agent all funds held in the registry of the Court.

5.5 Stipulating Defendants relinquish dominion and all legal and equitable right, title, and interest in all assets transferred pursuant to this Judgment.

- 5.7 Provided that no Order for Relief has been entered against Defendant Bose in any United States Bankruptcy Court, no Involuntary Petition has been filed against Defendant Bose in any United States Bankruptcy Court, and Stipulating Individual Defendants have dissolved all of the entities enumerated in paragraph 4.2 above, ninety-one (91) days after the completion of the asset transfers and payments set forth in paragraphs 5.3 through 5.4, Plaintiff and Stipulating Defendants shall execute the Forbearance Agreement attached as Exhibit 1.
- 5.8 Money allocated as restitution pursuant to this Judgment shall be distributed at the sole discretion of Plaintiff; Provided, in distributing such restitution, Plaintiff shall be guided by the following principles:
- A. Highest priority shall be given to consumers who, on or before the effective date of this Judgment, filed a complaint with the Texas Attorney General's Office, the Federal Trade Commission, the Internet Crime Complaint Center, the Better Business Bureau, or any other entity who forwarded such complaint to the Texas Attorney General;
 - B. If, after providing restitution to individuals identified in paragraph 5.8(A), Plaintiff in its sole discretion determines that sufficient funds remain, Plaintiff shall provide restitution to consumers who file a complaint with the Texas Attorney General's Office within ninety (90) days of the effective date of this Judgment;
 - C. If, after providing restitution to individuals identified in paragraphs 5.8(A) and (B), Plaintiff in its sole discretion determines that sufficient funds remain, Plaintiff shall conduct a claims administration process to identify and compensate eligible consumers;

- D. Plaintiff may, in its sole discretion, hire a third-party claims administrator to conduct all or any part of the restitution distribution. The cost for such claims administrator may be paid from money collected and allocated as restitution pursuant to the Judgment;
- E. If at any point Plaintiff decides that further restitution to consumers is wholly or partially impracticable, Plaintiff may transfer any remaining funds allocated as restitution pursuant to the Judgment to the Supreme Court Judicial Fund in accordance with Texas Government Code § 402.007(b); and
- F. Defendants have no right to challenge any action Plaintiff or its representatives take pursuant to this paragraph.

VI. DISSOLUTION OF ASSET FREEZE

- 6.1 **IT IS FURTHER ORDERED** that the freeze on the Stipulating Defendants' assets pursuant to the Temporary Injunction entered on December 4, 2017, is modified to permit the payments and other transfers identified in Section V above. Upon completion of all payments and other obligations identified in Section V, the asset freeze is dissolved as to Stipulating Defendants. A financial institution shall be entitled to rely upon a letter from Plaintiff stating that the freeze on a Stipulating Defendant's assets has been lifted.

VII. COOPERATION

- 7.1 **IT IS FURTHER ORDERED** that Stipulating Defendants shall, in connection with this action, any other investigation related to or associated with any Tech Support Product or Service, or any other action or investigation otherwise the subject of the Plaintiff's Petition, cooperate in good faith with the Texas Attorney General's Office. Stipulating Defendants acknowledge, understand, and agree that such cooperation shall include, but shall not be

limited to, the following:

- A. Identifying, making available, and securing testimony and assistance from current and former officers, directors, or employees;
- B. Appearing for interviews as may reasonably be requested by the Texas Attorney General's Office;
- C. Responding to all reasonable inquiries from the Texas Attorney General's Office;
- D. Providing documents, records, and other tangible evidence reasonably requested by the Texas Attorney General's office;
- E. Providing truthful declarations, affidavits, certification, and written testimony that may be reasonably requested by the Texas Attorney General's Office; and
- F. Appearing, or causing current or former officers, employees, representatives, or agents to appear, and providing truthful testimony in any trial, deposition, or other proceeding, without the service of a subpoena.

VIII. ACKNOWLEDGEMENTS OF JUDGMENT

8.1 **IT IS FURTHER ORDERED** that Stipulating Defendants obtain acknowledgments of receipt of this Judgment as follows:

- A. Each Stipulating Defendant, within seven (7) days of entry of this Judgment, must submit to Plaintiff an acknowledgment of receipt of this Judgment sworn under penalty of perjury.
- B. For five (5) years after entry of this Judgment, each Stipulating Individual Defendant must, for any business that such Defendant, individually or collectively with any other Defendant, is the majority owner of or controls directly or indirectly, and for each Stipulating Entity Defendant, deliver a copy of this Judgment to:

- i. All principals, officers, directors, and LLC managers and members;
- ii. All employees, agents, and representatives who participate in conduct related to the subject matter of this Judgment; and
- iii. Any business entity resulting from any change in structure as set forth in Section IX.

Delivery must occur within seven (7) days of entry of this Judgment for current personnel. For all others, delivery must occur before they assume their responsibilities.

- C. From each individual or entity to which a Stipulating Defendant delivers a copy of this Judgment, that Stipulating Defendant must obtain, within 30 days of delivering a copy of this Judgment to such individual or entity, a signed and dated acknowledgment of receipt of this Judgment.

IX. COMPLIANCE REPORTING

9.1 **IT IS FURTHER ORDERED** that one year after entry of this Judgment, each Stipulating Defendant must submit a compliance report, sworn under penalty of perjury, to Plaintiff:

- A. Each Stipulating Defendant must:
 - i. Identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of Plaintiff may use to communicate with the Stipulating Defendant;
 - ii. Identify all of the Stipulating Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - iii. Describe the activities of each of the Stipulating Defendant's businesses, including the goods and services offered, the means of advertising,

marketing, and selling, and the involvement of any other Defendant (which a Stipulating Individual Defendant must describe if such Individual Defendant knows or should know of such other Defendants' involvement due to such Individual Defendant's own involvement);

- iv. Describe in detail whether and how the Stipulating Defendant is in compliance with each section of this Judgment; and
- v. Provide a copy of each acknowledgment of Judgment obtained pursuant to this Judgment, unless previously submitted to Plaintiff.

B. Additionally, each Stipulating Individual Defendant must:

- i. Identify all of their telephone numbers and all physical, postal, email, and Internet addresses, including all residences;
- ii. Identify all business activities in which the Stipulating Individual Defendant participates, including any business for which such Defendant performs services, whether as an employee or otherwise, and any entity in which such Defendant has any ownership interest; and
- iii. Describe in detail such Stipulating Individual Defendant's involvement in each such business, including their title, role, responsibilities, participation, authority, control, and any ownership.

C. Unless otherwise directed by Plaintiff in writing, all submissions to Plaintiff pursuant to this Judgment shall be sent to:

Texas Attorney General's Office
300 W. 15th Street, 9th Floor
Austin, Texas 78701
Attn: C. Brad Schuelke
Ref: AG# CX2354750594

X. COMPLIANCE MONITORING

- 10.1 **IT IS FURTHER ORDERED** that any Stipulating Defendant shall notify Plaintiff at least thirty (30) days prior to any change in structure of the Stipulating Defendant that may affect compliance obligations arising under this order, including, but not limited to: a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor entity; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Judgment; the proposed filing of a bankruptcy petition; or a change in name or address. Provided, however, that, with respect to any proposed change about which Stipulating Defendants learn fewer than thirty (30) days prior to the date such action is to take place, Stipulating Defendants shall notify Plaintiff as soon as is practicable after obtaining such knowledge.
- 10.2 For purposes of the compliance reporting and monitoring required by this Judgment, the Plaintiff is authorized to communicate directly with Stipulating Defendants, including posing, through its representatives, as consumers, suppliers, or other individuals or entities, to Stipulating Defendants or any individual or entity affiliated with Stipulating Defendants, without the necessity of identification or prior notice.

XI. MISCELLANEOUS

- 11.1 Stipulating Defendants shall not represent, directly or indirectly, that this Judgment constitutes approval by Plaintiff or this Court of Defendants or any of Defendants' actions or business activities.
- 11.2 Stipulating Defendants shall not make any change in their form of doing business or organizational identity for the purpose of avoiding the terms and conditions set forth in this Judgment.

- 11.3 If any clause, provision, or section of this Judgment shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Judgment, and this Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, provision, or section had not been contained herein.
- 11.4 Any failure by any party to the Judgment to insist on strict performance by any other party of any provision of this Judgment shall not be deemed a future waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right to insist upon the specific performance of any and all of the provisions of this Judgment.
- 11.5 Each of the Parties participated in the drafting of this Judgment, and therefore the terms of this Judgment are not intended to be construed against any of the Parties by virtue of draftsmanship.
- 11.6 All costs of court expended or incurred in this cause are adjudged against the party incurring such cost.
- 11.7 All relief not expressly granted herein is denied.

SIGNED this 26 day of February, 2019.


PRESIDING JUDGE

AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:

For the Plaintiff:

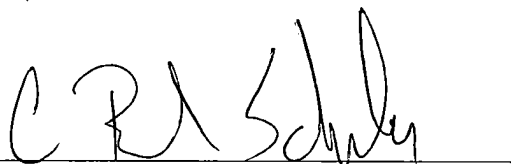
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ATTORNEYS FOR THE PLAINTIFF

For the Defendants:



DILIP BOSE, Individually and on behalf
of Texas Tech Connect, LLC; VAP Techs
LLC; and WAP IT Services, LLC



RITIKA ARORA, Individually and on
behalf of Com Connect IT Services LLC;
Escutechon Technologies, LLC; HPC
Techs LLC; and The Rhombus Techs LLC



MOHIT ARORA, Individually and on behalf of
AMD Tech Solutions LLC

THE STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	
	§	
AMD TECH SOLUTIONS LLC, BCP	§	
TECHS, LLC, COM CONNECT IT	§	
SERVICES LLC, CYPTUS	§	
TECHNOLOGIES LLC, ESCUTCHEON	§	TRAVIS COUNTY, TEXAS
TECHNOLOGIES, LLC, HPC TECHS LLC,	§	
MARKETSTREAM TECHS LLC, TEXAS	§	
TECH CONNECT, LLC, THE RHOMBUS	§	
TECHS LLC, VAP BLAZE LLC, VAP	§	
TECHS LLC, WAP IT SERVICES, LLC,	§	
DILIP BOSE, MOHIT ARORA, RITIKA	§	
ARORA, AND ANNA SHELLNER	§	
Defendants.	§	353 rd JUDICIAL DISTRICT

FORBEARANCE AGREEMENT.

This Forbearance Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 20__, by and between the State of Texas, acting by and through Attorney General of Texas, KEN PAXTON (“the State”), and AMD Tech Solutions LLC, Com Connect It Services LLC, Escutcheon Technologies, LLC, HPC Techs LLC, Texas Tech Connect, LLC, The Rhombus Techs LLC, VAP Techs LLC, WAP IT Services, LLC, Dilip Bose, Mohit Arora, and Ritika Arora (“Stipulating Defendants”).

RECITALS

1. The State of Texas initiated the above styled litigation against Stipulating Defendants alleging that Defendants, among others, had violated the Texas Deceptive Trade Practices – Consumer Protection Act, Tex. Bus. & Com. Code § 17.41 *et seq.* (West 2018) (“DTPA”), by deceiving and scaring consumers into paying hundreds — sometimes thousands — of dollars for unnecessary computer services.
2. The State and Stipulating Defendants (“the Parties”), in order to avoid the time, expense, and risk of litigation, settled this matter through an Agreed Judgment and Permanent Injunction (“Judgment”).
3. In accordance with the terms of the Judgment, the State of Texas agreed that if Stipulating Defendants met certain conditions set out in the Judgment, the State of Texas would execute this Agreement.
4. The State of Texas’ agreement to enter this Forbearance Agreement was premised upon



the truthfulness, accuracy, and completeness of the Stipulating Defendants' financial statements and related documents (collectively "Financial Representations") submitted to the State of Texas by counsel for Stipulating Defendants on April 10, 2018, namely: (i) the Financial Statement of Individual Defendant Dilip Bose (bates labeled DEFS000263-DEFS000278), including attachments; (ii) the Financial Statement of Individual Defendant Mohit Arora (bates labeled DEFS000063-DEFS000078), including attachments; (iii) the Financial Statement of Individual Defendant Ritika Arora (bates labeled DEFS000131-DEFS000146), including attachments; (iv) the Financial Statement of Defendant AMD Tech Solutions LLC (bates labeled DEFS000019-DEFS000033), including attachments; (v) the Financial Statement of Defendant Escutcheon Technologies, LLC (bates labeled DEFS000388-DEFS000402), including attachments; (vi) the Financial Statement of Defendant HPC Techs LLC (bates labeled DEFS000497-DEFS000511), including attachments; (vii) the Financial Statement of Defendant The Rhombus Techs LLC (bates labeled DEFS000556-DEFS000570), including attachments; (viii) the Financial Statement of Defendant Texas Tech Connect, LLC (bates labeled DEFS000624-DEFS000638), including attachments; (ix) the Financial Statement of Defendant VAP Techs LLC (bates labeled DEFS000698-DEFS000712), including attachments; and (x) the Financial Statement of Defendant WAP IT Services, LLC (bates labeled DEFS000713-DEFS000727), including attachments.

5. The Parties agree that Stipulating Defendants have met the initial required conditions set forth in the Judgment and therefore execute this Agreement.

AGREEMENT

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

6. The Parties agree that the State will not record or abstract the Judgment in the deed records of any county, domesticate or register the Judgment in any jurisdiction, execute or attach any property, garnish any debt, seek issuance of any writ of garnishment, attachment, or any other writ, engage in discovery, or take any other action in aid of collection of the Judgment unless any Stipulating Defendant is found to be in default of this Agreement in accordance with Paragraphs 8 through 11 below, and then only as to such defaulting Stipulating Defendant.
7. The Parties agree that if any Stipulating Defendant is found to be in default of this Agreement in accordance with Paragraphs 8 through 11 below, then the full balance of the Judgment, plus interest and attorneys' fees as allowed by law, is immediately due and owing by such Stipulating Defendant, and the State may take any action it deems appropriate in aid of collection of the Judgment against such Stipulating Defendant.
8. A Stipulating Defendant will be in default of this Agreement if it:
 - a. Interferes with or takes any steps to challenge any action taken by the Court or a bank or financial institution pursuant to Paragraphs 5.3 through 5.5 of the

Judgment;

- b. Violates Paragraph 4.1 or 4.2 of the Judgment;
 - c. Fails to reasonably cooperate with the State of Texas as required by Paragraph 7.1 of the Judgment; or
 - d. Failed to disclose any material asset, materially misstated the value of any asset, or made any other material misstatement or omission in the Financial Representations made to the State of Texas.
9. If the State believes that any Stipulating Defendant is in default of this Agreement, the State shall provide such Stipulating Defendant written notice of the circumstances the State believes constitutes a default. Such Stipulating Defendant shall have thirty (30) days to provide the State with written documentation that no such default occurred or to cure such default. If a dispute continues to exist with respect to whether such Stipulating Defendant is in default, the Parties may submit the dispute to a neutral third party who is agreed upon by the Parties.
10. In the case of default, the State's right to enforce this Agreement shall be in addition to, and not in lieu of, any other civil or criminal remedies as may be provided by law, including, but not limited to, contempt proceedings, or any other proceedings the State may initiate to enforce the Judgment.
11. Notwithstanding paragraph 9 above, if the State files a contempt proceeding or other legal proceeding pursuant to which the Court determines that a Stipulating Defendant has violated Paragraphs 4.1 or 7.1 of the Judgment, such determination shall constitute a finding that such Stipulating Defendant is in default of this Agreement.
12. If any of the terms of this Agreement are held by any court of competent jurisdiction to contravene or be invalid under the laws of any political body having jurisdiction over the subject matter hereof, such contravention or invalidity shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid, the rights and obligations of the Parties hereto shall be construed and enforced accordingly, and this Agreement shall thereupon remain in full force and effect.
13. The Parties further represent and warrant to each other that after consulting with counsel of their choice, they have each carefully read this Agreement, they know the contents herein, and each has signed the same on their own free act and in the capacity herein stated. The Parties further represent and warrant to each other that they are of legal age and are legally competent and fully empowered and authorized to execute this Agreement, and that they do so of their own free will and accord upon the advice of their independent counsel.
14. This Agreement is made and is to be performed in the State of Texas. In the event that any dispute arises hereunder, it is specifically stipulated that the rights and duties of the Parties hereto, and the validity, construction, and enforcement of this Agreement, shall be interpreted and construed according to the laws of the State of Texas.

15. The Parties agree that each has been represented by attorneys of their own choosing, and therefore, for the purposes of construing this Agreement, each party has participated equally in the preparation and drafting of this Agreement.
16. Any notices required by this Agreement shall, unless otherwise specified in writing, be made via U.S. First Class Mail or via overnight delivery as follows:

To the State: C. Brad Schuelke
 Consumer Protection Division,
 Texas Attorney General's Office
 300 W. 15th Street, 9th Floor
 Austin, TX 78701
 AG Ref: 133436253

To Stipulating Defendants: Dilip Bose and Ritika Arora
 3332 Meridian Dr.
 Northlake, TX 76226

And

Mohit Arora
8797 Marbach Road #9202
San Antonio, TX 78227

17. This Agreement, and all the terms, provisions, and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
18. This Agreement may be executed in duplicate originals.
19. No waiver, modification, or amendment of the terms of this Agreement shall be of any force or effect unless made by an instrument in writing and executed by all the Parties hereto.

AGREED AS TO SUBSTANCE AND FORM:

For the Plaintiff:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General

BRANTLEY STARR
Deputy First Assistant Attorney General

DARREN MCCARTY
Deputy Attorney General for Civil Litigation

PAUL L. SINGER
Chief, Consumer Protection Division

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(512) 463-2185 (telephone)
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ATTORNEYS FOR THE PLAINTIFF

For the Defendants:



DILIP BOSE, Individually and on behalf
of Texas Tech Connect, LLC; VAP Techs
LLC; and WAP IT Services, LLC



RITIKA ARORA, Individually and on
behalf of Com Connect IT Services LLC;
Escutechcon Technologies, L.L.C; HPC
Techs L.L.C; and The Rhombus Techs LLC



MOHIT ARORA, Individually and on behalf of
AMD Tech Solutions LLC