

January 12, 2017

Donna Waters, COM
Vermont Superior Court
Washington Civil Division
65 State Street
Montpelier, VT 05602

Re: State of Vermont, et al. v. Ariel Quiros, et al.
Docket No. 217-4-16 Wncv

Dear Donna:

Please find enclosed Defendant Ariel Quiros' Answer to Amended Complaint as well as a Certificate of Service for filing with the Court.

Please feel free to contact me should you have any questions. Thank you.

Sincerely,

DINSE, KNAPP & McANDREW, P.C.



Ritchie E. Berger

REB/djw

cc: Shannon C. Salembier, Esq. (w/enc.)
Kate T. Gallagher, Esq. (w/enc.)
Scot L. Kline, Esq. (w/enc.)
David Cleary, Esq. (w/enc.)
Michael Goldberg, Esq. (w/enc.)

STATE OF VERMONT

SUPERIOR COURT
Washington Unit

CIVIL DIVISION
Docket No. 217-4-16 Wnev

STATE OF VERMONT,)
)
 THROUGH SUSAN L. DONEGAN, IN HER)
 OFFICIAL CAPACITY AS COMMISSIONER)
 OF THE VERMONT DEPARTMENT OF)
 FINANCIAL REGULATION,)
)
 and)
)
 ATTORNEY GENERAL WILLIAM SORRELL,)
)
 Plaintiffs,)
 v.)
)
 ARIEL QUIROS; WILLIAM STENGER;)
 Q RESORTS, INC.; JAY PEAK, INC.; JAY)
 PEAK HOTEL SUITES L.P.; JAY PEAK)
 HOTEL SUITES PHASE II L.P.; JAY PEAK)
 MANAGEMENT, INC.; JAY PEAK)
 PENTHOUSE SUITES L.P.; JAY PEAK GP)
 SERVICES, INC.; JAY PEAK GOLF AND)
 MOUNTAIN SUITES L.P.; JAY PEAK GP)
 SERVICES GOLF, INC.; JAY PEAK LODGE)
 AND TOWNHOUSES L.P.; JAY PEAK GP)
 SERVICES LODGE, INC.; JAY PEAK SUITES)
 STATESIDE L.P.; JAY PEAK GP SERVICES)
 STATESIDE, INC.; JAY PEAK BIOMEDICAL)
 RESEARCH PARK L.P.; and ANC BIO)
 VERMONT GP SERVICES, LLC,)
)
 Defendants.)

DEFENDANT ARIEL QUIROS' ANSWER TO AMENDED COMPLAINT

Defendant Ariel Quiros ("Quiros"), by and through his attorneys, Dinse, Knapp & McAndrew, P.C., answers Plaintiffs' Amended Complaint as follows:

Dinse,
Knapp & McAndrew, P.C.
209 Battery Street
P.O. Box 988
Burlington, VT
05402-0988
(802) 864-5751

Table of Contents and Summary¹

To the extent the table of contents contains allegations, Quiros denies them.

1. Denied
2. The penultimate sentence is a legal contention requiring no response; to the extent a response is required, denied; otherwise denied.
3. Denied.
4. Denied.
5. Denied.
6. Denied.
7. Denied, except that Quiros refers to the transcript of Stenger's alleged testimony, which speaks for itself.
8. Denied.
9. Admitted that Plaintiffs seek certain relief in this action, none of which should be granted. Except as admitted, denied.

Parties

10. Denied, except admitted that Quiros is a resident of the State of Florida, maintains a residence in the State of Vermont, is Chairman of the Board of Jay Peak, Inc., and is a member of the general partner of Jay Peak Biomedical Research Park, L.P.
11. Quiros lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 11 and on that basis denies them.
12. Admitted.
13. Admitted, except denied that Stenger is a director of Jay Peak.

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¹ For ease of reference, Quiros has reproduced the headings of the Amended Complaint. To the extent the headings contain allegations, Quiros denies them.

14. Quiros admits that Defendant Jay Peak Hotel Suites L.P. is a Vermont limited partnership in which Phase I investors invested. Except as admitted, denied.

15. Quiros admits that Defendant Jay Peak Hotel Suites Phase II L.P. is a Vermont limited partnership in which Phase II investors invested. Except as admitted, denied.

16. Admitted.

17. Quiros admits that Defendant Jay Peak Penthouse Suites L.P. is a Vermont limited partnership in which Phase III investors invested. Except as admitted, denied.

18. Admitted.

19. Quiros admits that Defendant Jay Peak Golf and Mountain Suites L.P. is a Vermont limited partnership in which Phase IV investors invested. Except as admitted, denied.

20. Admitted.

21. Quiros admits that Defendant Jay Peak Lodge and Townhouses L.P. is a Vermont limited partnership in which Phase V investors invested. Except as admitted, denied.

22. Admitted.

23. Quiros admits that Defendant Jay Peak Hotel Suites Stateside L.P. is a Vermont limited partnership in which Phase VI investors invested. Except as admitted, denied.

24. Admitted.

25. Quiros admits that Defendant Jay Peak Biomedical Research Park, L.P. is a Vermont limited partnership in which Phase VII investors invested. Except as admitted, denied.

26. Admitted, except Quiros lacks sufficient knowledge or information to form a

belief as to the truth of the allegation concerning the ownership of AnC Bio General Partner.

27. Denied.

Related Persons and Entities

28. Denied, except that Quiros admits that his former son-in-law worked at Raymond James and is a resident of Florida and Quiros lacks sufficient knowledge or information to form a belief as to the truth of the allegation concerning the job titles of Burstein.

29. Admitted.

30. Denied, except that Quiros admits that Q Burke Mountain Resort, LLC (“Q Burke”) is a Florida limited liability company headquartered in Miami, admits and avers that Quiros is the majority owner of Q Burke, and admits that Q Burke is also the owner of the Burke Mountain Resort located in East Burke, Vermont. Otherwise, denied.

31. Admitted, except that Quiros denies that GSI purchased and sold land in Vermont in connection with the AnC Bio EB-5 Project.

32. Denied, except that Quiros lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning the state of incorporation of JCM and the identities of the officers and directors of JCM.

33. Quiros admits that Q Burke Mountain Resort, Hotel and Conference Center, L.P. is a Vermont limited partnership in which certain investors invested. Except as admitted, denied.

34. Admitted.

35. Denied, except that Quiros admits that William Kelly maintains a residence in Florida and was the Chief Operating Officer of Jay Peak.

36. Quiros lacks knowledge or information sufficient to form a belief about the truth of the allegations of paragraph 36.

Statutory Authority, Jurisdiction, and Venue

37. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

38. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

39. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

40. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

41. This allegation consists of legal contentions requiring no response; to the extent a response is required, denied.

42. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

43. This allegation is a legal contention requiring no response; to the extent a response is required, denied.

44. Denied.

Facts

I. EB-5 Investor Visa Program

45. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein and on that basis denies them.

46. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein and on that basis denies them.

47. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein and on that basis denies them.

48. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein and on that basis denies them.

II. [Alleged] Fraudulent Use of Funds to Finance Quiros' Purchase of Jay Peak

49. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

50. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein, except admits that MSSI previously owned Jay Peak.

51. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

52. Admitted, except denied that Quiros took "frequent" vacations around Jay, Vermont.

53. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

54. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

55. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

56. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein.

57. Quiros admits that at some point he entered into discussions about the purchase of the stock of Jay Peak. Except as admitted, denied.

58. Quiros refers to the record of incorporation relating to Q Resorts for its date of its incorporation. Otherwise, denied.

59. Quiros lacks sufficient knowledge or information as to the truth of the allegations; therefore, denied.

60. Quiros refers to the stock transfer agreement for its date and contents and the purchase price of the stock of Jay Peak and otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 60.

61. Quiros lacks sufficient knowledge or information as to the truth of the allegations; therefore, denied.

62. To the extent that the communications referred to in paragraph 62 occurred, the contents of those communications speak for themselves; otherwise, Quiros lacks sufficient knowledge or information as to the truth of the allegations and therefore denies them.

63. Quiros lacks sufficient knowledge or information as to the truth of the allegations; therefore, denied.

64. Quiros lacks sufficient knowledge or information as to the truth of the allegations; therefore, denied.

65. Quiros refers to the alleged purchase agreement for its terms, which speak for themselves. Quiros otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 65; therefore, denied.

66. Quiros lacks sufficient knowledge or information as to the truth of the allegations; therefore, denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

72. Quiros refers to the alleged Phase II PPM for its terms, which speak for themselves; otherwise, denied.

73. Denied.

74. Denied.

III. Subsequent EB-5 Projects [Allegedly] Initiated by Quiros and Stenger

75. Denied.

76. Quiros refers to the referenced PPMs for their terms, which speak for themselves; otherwise, denied.

77. Quiros refers to the referenced PPMs for their terms, which speak for themselves; otherwise, denied.

78. Quiros refers to the referenced PPMs for their terms, which speak for themselves; otherwise, denied.

79. Quiros refers to the referenced PPMs for their terms, which speak for themselves; otherwise, denied.

80. Quiros refers to the referenced PPMs for their terms, which speak for themselves; otherwise, denied.

81. The allegations in this paragraph are legal contentions requiring no response; to the extent a response is required, denied.

82. Quiros denies the allegations as they relate to him and otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 82.

83. Quiros denies the allegations as they relate to him and otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 83.

84. Quiros denies the allegations as they relate to him and otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 84.

85. Quiros denies the allegations therein, except that he lacks sufficient knowledge or information to form a belief as to the truth of the allegations concerning the meetings and conversations engaged in by Stenger.

86. Denied.

IV. Financial Accounts [Etc.]

87. Denied.

88. Quiros refers to the referenced alleged subscription agreements for their terms, which speak for themselves; otherwise, denied.

89. Quiros denies the allegations as they relate to him and otherwise lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 89.

90. Quiros lacks sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 90.

91. Quiros lacks sufficient knowledge or information to form a belief as to the truth of the allegations therein, except denies such allegations to the extent that they allege that he engaged in any wrongdoing.

92. Quiros refers to the alleged credit agreements for their content; otherwise, denied.

93. Denied, except that Quiros refers to the transcript of Stenger's alleged testimony, which speaks for itself.

94. Denied.

95. Denied.

96. Denied, except that Quiros refers to the transcripts of his and of Stenger's alleged testimony, which speak for themselves.

97. Denied, except that Quiros refers to the transcript of Burstein's alleged testimony, which speaks for itself.

98. Denied.

99. Denied.

100. Denied.

101. Denied, except that Quiros refers to the transcript of Stenger's alleged testimony, which speaks for itself.

V. [Alleged] Misappropriations [Etc.]

102. Denied.

103. Quiros refers to the alleged PPMs for their content; otherwise, denied.

104. Quiros refers to the alleged PPMs for their content; otherwise, denied.

105. Quiros refers to the alleged PPMs for their content; otherwise, denied.

106. Denied.

107. Denied.

108. Denied, except that Quiros lacks knowledge or information sufficient to form a belief about the truth of the allegations concerning the state of incorporation of JCM and the identities of the officers and directors of JCM.

109. Denied.

a. Phase I

110. Quiros refers to the alleged PPM for its content; otherwise, denied.

111. Denied.

112. Denied, and further denied that consent was required.

113. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

b. Phase II

114. Quiros refers to the alleged PPM for its content; otherwise, denied.

115. Denied.

116. Denied, and further denied that consent was required.

117. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

118. Quiros lacks sufficient knowledge or information as to the truth of the allegations therein and on that basis denies them.

119. Denied.

c. Penthouse Suites

120. Quiros refers to the alleged PPM for its content; otherwise, denied.

121. Denied.

122. Denied, and further denied that consent was required.

123. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

d. Golf and Mountain

124. Quiros refers to the alleged PPM for its content; otherwise, denied.

125. Denied.

126. Denied.

127. Denied, and further denied that consent was required.

128. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

129. Denied.

e. Lodge and Townhouses

130. Quiros refers to the alleged PPM for its content; otherwise, denied.

131. Denied.

132. Denied.

133. Denied, and further denied that consent was required.

134. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

135. Denied.

f. Stateside

136. Quiros refers to the alleged PPM for its content; otherwise, denied.

137. Denied.

138. Denied.

139. Denied as phrased as to the statements allegedly made by Quiros. As to the statements allegedly made by Stenger, Quiros refers to the transcript of Stenger's alleged testimony, which speaks for itself. Otherwise, denied.

140. Denied, and further denied that consent was required.

141. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

142. Denied.

143. Denied.

g. AnCBio

144. Quiros refers to the alleged PPM for its content; otherwise, denied.

145. Denied, and further denied that consent was required.

146. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

147. Denied.

148. Denied.

149. Denied.

150. Denied.

151. Quiros refers to the alleged Master Distribution Agreement for its content; otherwise, denied.

152. Quiros refers to the alleged PPM for its content; otherwise, denied. Quiros specifically denies that he engaged in any wrongdoing whatsoever.

153. Denied.

154. Denied.

155. Denied.

156. Denied.

157. Denied.

158. Denied.

159. Denied.

160. Denied.

161. Denied.

IV. Continued Fundraising

162. Quiros refers to the alleged public declarations for their content; otherwise, denied.

COUNT 1

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase I)

1. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

2. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

3. Denied.

COUNT 2

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase II)

4. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

5. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

6. Denied.

COUNT 3

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase III)

7. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

8. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

9. Denied.

COUNT 4

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase IV)

10. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

11. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

12. Denied.

COUNT 5

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase V)

13. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

14. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

15. Denied.

COUNT 6

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase VI)

16. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

17. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

18. Denied.

COUNT 7

Violations of Section 5501 of the Vermont Uniform Securities Act (Phase VII)

19. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

20. This paragraph states conclusions of law to which no answers are required. To the extent they can be read to state allegations of fact, denied.

21. Denied.

COUNT 8

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase I)

22. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

23. Denied.

24. Denied.

COUNT 9

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase II)

25. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

26. Denied.

27. Denied.

COUNT 10

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase III)

28. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

29. Denied.

30. Denied.

COUNT 11

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase IV)

31. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

32. Denied.

33. Denied.

COUNT 12

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase V)

34. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

35. Denied.

36. Denied.

COUNT 13

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase VI)

37. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

38. Denied.

39. Denied.

COUNT 14

Violations of Section 2453(a) of the Vermont Consumer Protection Act (Phase VII)

40. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

41. Denied.

42. Denied.

COUNT 15

Violations of Section 2453(a) of the Vermont Consumer Protection Act (all Phases)

43. Quiros repeats and incorporates by reference his answers to paragraphs 1 through 162.

44. Denied.

Affirmative Defenses

1. Plaintiffs' claims are barred in whole or in part by the applicable statutes of limitation.

2. Mr. Quiros is not liable in whole or in part because he relied in good faith upon

the information, opinions, reports or statements prepared or presented by one or more officers or employees of Raymond James & Associates, Inc. (“Raymond James”).

3. Plaintiffs’ claims are barred under such equitable defenses as the evidence demonstrates, including but not limited to the doctrines of acquiescence, ratification, failure to use due care, waiver, estoppel, and laches.

4. To the extent the Amended Complaint is based on any predictions, expressions of opinion or forward-looking statements, Plaintiffs are barred from recovery in whole or in part by the bespeaks caution doctrine.

5. Plaintiffs’ claims are barred, in whole or in part, because amended offering documents were issued for certain of the subject securities offerings, which contained offers of rescission whereby investors had the opportunity to remit their securities for a full refund without penalty.

6. Quiros is entitled to receive contribution and/or indemnity from others for any liability he incurs, including but not limited to from Raymond James.

7. Plaintiffs’ claims are barred in whole or in part because they failed to join indispensable parties such as Raymond James.

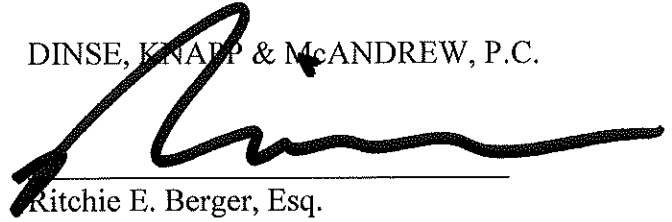
8. Plaintiffs’ claims fail because the Amended Complaint seeks an impermissible forfeiture.

Jury Demand

Defendant Quiros requests a trial by jury on all issues so triable.

Dated at Burlington, Vermont this 12th day of January, 2017.

DINSE, KNAPP & McANDREW, P.C.

A handwritten signature in black ink, appearing to read "Ritchie E. Berger", is written over a horizontal line.

Ritchie E. Berger, Esq.
Counsel for Defendant, Ariel Quiros
209 Battery Street, P.O. Box 988
Burlington, VT 05402-0988
Tel. (802) 864-5751

cc: Counsel of record

Dinse,
Knapp & McAndrew, P.C.
209 Battery Street
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(802) 864-5751

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 VERMONT GP SERVICES, LLC,)
)
 Defendants.)

CERTIFICATE OF SERVICE

I, Ritchie E. Berger, Esq., certify that I have today caused Defendant Ariel Quiros'

Answer to Amended Complaint to be served on counsel by first class mail to all parties in this case as follows:

Dinse,
Knapp & McAndrew, P.C.
209 Battery Street
P.O. Box 988
Burlington, VT
05402-0988
(802) 864-5751

Shannon C. Salembier, Esq.
Kate T. Gallagher, Esq.
Scot L. Kline, Esq.
Assistant Attorneys General
Office of the Attorney General
109 State Street
Montpelier, Vermont 05609

David Cleary, Esq.
Cleary, Shahi & Aicher, P.C.
110 Merchants Row, Suite 3
P.O. Box 6740
Rutland, VT 05701

Attorney for Defendant William Stenger

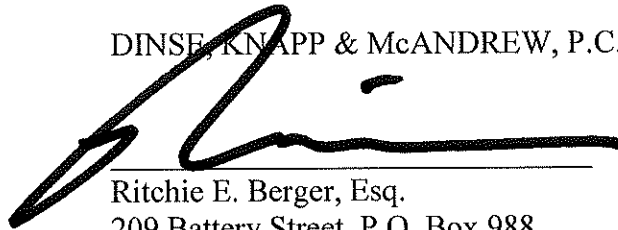
Attorneys for Plaintiffs

Michael Goldberg, Esq.
Akerman LLP
350 East Las Olas Boulevard, Suite 1600
Fort Lauderdale, FL 33301

Receiver for Defendants Q Resorts, Inc.; Jay Peak, Inc.; Jay Peak Hotel Suites L.P.; Jay Peak Hotel Suites Phase II L.P.; Jay Peak Management, Inc.; Jay Peak Penthouse Suites L.P.; Jay Peak GP Services, Inc.; Jay Peak Golf and Mountain Suites L.P.; Jay Peak GP Services Golf, Inc.; Jay Peak Lodge and Townhouses L.P.; Jay Peak GP Services Lodge, Inc.; Jay Peak Suites Stateside L.P.; Jay Peak GP Services Stateside, Inc.; Jay Peak Biomedical Research Park, L.P.; and AnC Bio Vermont GP Services, LLC.

DATED at Burlington, Vermont, this 12th day of January, 2017.

DINSE, KNAPP & McANDREW, P.C.



Ritchie E. Berger, Esq.
209 Battery Street, P.O. Box 988
Burlington, VT 05402-0988
Tel. (802) 864-5751
rberger@dinse.com

Counsel for Defendant Ariel Quiros

Dinse,
Knapp & McAndrew, P.C.
209 Battery Street
P.O. Box 988
Burlington, VT
05402-0988
(802) 864-5751