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IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT

IN AND FOR MARION COUNTY, FLORIDA

CASE NO.: 2018-CA-

LINDA STRUVE-DOERFLEIN,

d/b/a PRIMARY CARE PROVIDERS, INC.

Plaintiff

vs.

ATLANTIS PROGRAM MANAGER OF

SOUTHEAST, LLC and S. ALI KARIM,

And all unknown Lessors and Lessees

Defendants

______________________________________/

COMPLAINT

Allegations Common to all Claims

1. At all time material, Plaintiff was a Florida Corporation authorized and conducting business with thin the state of Florida.

2. At all times material hereto, Defendant, Atlantis Program Manager of Southeast, LLC was a Florida Limited Liability Company, who's managing member was Defendant Karim.

3. On or about April 21, 2017, Plaintiff and Defendant entered into a contract, wherein the Plaintiff was to render consulting and administrator services to the Defendants on an independent contractor basis. A copy of the Agreement is attached as Exhibit "A" and incorporated herein.

4. The agreement represented that Defendants were in the business of developing Clinically Integrated Networks (hereinafter CIN) for Medicare shared savings through Accountable Care Organizations.

5. A dispute arose between the parties regarding Plaintiff's compensation which was addressed through a series of emails but unresolved.

6. On information and belief, Defendants ceased doing business in Marion County and the company was evicted from its offices in Ocala, Florida on or about December 7, 2017 for non-payment of rent.

7. Completely unrelated to the services Plaintiff was rendering to the Defendant, and without Plaintiff's knowledge, Defendant engaged in a series of leasing arrangements for certain medical and diagnostic equipment with various entities Plaintiff had brought to the CIN.

8. On or about November, 2017, Plaintiff was informed that some of the equipment leases referenced above had been obtained by forging signatures of some of the entities Plaintiff had brought the CIN, without their knowledge or consent.

9. Plaintiff confronted Defendants but was given no satisfactory explanation as to the fraudulent leases.

COUNT I
INTERPLEADER

10. Plaintiff re-alleges each and every allegation contained in paragraphs 1-9 above.

11. Defendants began to have medical diagnostic equipment delivered to their Ocala offices which Plaintiff observed. Equipment sales and leasing was not part of Plaintiff's responsibilities under the Agreement with Defendants and she had no knowledge of the transactions involving same.

12. On or about November 2017 Plaintiff was informed by third party entities and physicians that a number of equipment leases initiated by the Defendants for certain medical diagnostic equipment were obtained through the use of forged and unauthorized signatures.

13. Although Plaintiff made an effort to insure that entities and physicians she had recruited to the CIN received the equipment they supposedly leased, Plaintiff had no knowledge of how many leases were executed and which, if any, were proper.

14. The Defendants were not present when the Defendants were evicted from their Ocala, offices. However, Defendant Karim instructed Plaintiff to remove all equipment from the premises for safe storage, which she did. An inventory of the subject equipment is attached as Exhibit "B".

15. Plaintiff is unsure of the ownership of the equipment and whether such equipment was obtained by lawful means by the Defendants. Plaintiff has no way of determining if the equipment belongs to the manufacturer, is legally leased, illegally leased and who the

parties to any of those transactions may be. Defendants have failed and refused to provide Plaintiff any information regarding same.

16. Plaintiff has no claim or legal interest in the subject equipment and is a mere stakeholder for the safe keeping of same, a situation created at the request of, and on the actions of, the Defendants. Plaintiff is at risk of legal action if she releases the equipment to the wrong entities or persons.

17. Plaintiff has been required to obtain the services of the undersigned counsel and is obligated to pay same a reasonable fee.

WHEREFOR, Plaintiff prays:

A. This court take jurisdiction over the equipment;
B. Allow Plaintiff to surrender same to the registry of the Court;
C. Make any and all determinations of the proper owners of the subject equipment;
D. Award Plaintiff the costs and attorney's fees for the bringing of this action;

And such other and further relief the Court deems appropriate.

COUNT II

BREACH OF CONTRACT

18. Plaintiff re-alleges each and every allegation contained in paragraphs 1-9 above.

19. This is an action for damages in an amount exceeding $15,000.00 exclusive of costs and fees.

20. Plaintiff was owed the sum of $25,000 per month for consulting services under the agreement.

21. Defendant paid for such services at the agreed amount through September 21, 2017.

22. Plaintiff continued to render service to the Defendants through December, 2017. Defendant has fail to pay for services under the contract since September, 22, 2017 despite its obligation to do so and despite repeated demands for payment by the Plaintiff.

23. Plaintiff has been required to obtain the services of the undersigned counsel and is obligated to pay same a reasonable fee.

WHEREFORE, Plaintiff prays this honorable court award Plaintiff damages in the amount stated, plus all costs and fees for the bringing of this action.

DATED this 27th day of April, 2018.

By:/s/ ***Stephen D., Spivey, Esq.***
Stephen D. Spivey, Esquire
Florida Bar No.:998140
3610 East Fort King Street
Ocala, FL 34470
Telephone: 352-895-9152
E-mail: stephen@spiveymediationservices.com

ATLANTIS HEALTH SYSTEM
CLINICALLY INTEGRATED NETWORK ADMISTRATIVE LEADERSHIP AGREEMENT

THIS AGREEMENT, made as of April 21, 2017, ("**Effective Date**") by and between Atlantis Program Manager of Southeast, LLC ("**Company**"), and LINDA STRUVE-DOERFLEIN, DBA Primary Care Providers, Inc., 4801 SE 11th Ave, Ocala, FL 34480 (hereafter referred to as "**Administrative Director**" or "**AD**") (each member is a "party" and together the "parties").

WITNESSETH:

WHEREAS, Company is an organization formed under, and existing by virtue of, the laws of the State of Florida, engaged in the business of healthcare;

WHEREAS, Company is a subsidiary of an organization that develops Clinically Integrated Networks ("CIN") in each state and supports local Medicare Shared Savings Program Accountable Care Organizations ("ACOs") as part of the CIN, thereby forming a fully integrated health delivery system (hereinafter called "Atlantis Program") in each state;

WHEREAS, Company desires to engage Administrative Director to provide Leadership and Services identified herein to develop clinical, operational, and financial integration among PCPs and specialists across Company's CIN and ACOs in **District 1 of Florida** (which "District" consists of Alachua, Bradford, Columbia, Gilchrist, Citrus, Hamilton, Lafayette, Lake, Madison, Marion, Putnam, Suwannee, Union, and Sumter), with a right of first refusal into other Districts as identified herein, and hereby offers to undersigned the role of **Administrative Director** ("**AD**") of the Atlantis Health System in **District 1 of Florida**; and,

WHEREAS, Company's services are those services offered to the field of healthcare as a whole for clinical, operational, and financial integration.

NOW, THEREFORE, the Parties hereto agree as follows:

TERMS AND CONDITIONS

I. DUTIES. AD's duties, during the term of this agreement, shall include the following terms:

A. Role of Administrative Director

1. The role of "Administrative Director, Florida" is a leadership role.

2. This role entails the overall development and operationalization of the Atlantis Program in the relevant district(s) in the state of Florida, including but not limited to the integration of primary care practices, specialty practices, facilities, and ancillary services of all types in the CIN to ensure coordination of care along the complete continuum of care.

EXHIBIT A

3. Administrative Director shall serve the purpose of the CIN, which is to create clinical and operational integration in the network according to the Charter of the CIN.

4. This role is an administrative, educational, and team-building role.

5. Administrative Director shall also serve as the liaison for Atlantis' Cardiovascular Services under the leadership and guidance of Dr Ram Vasudevan.

B. **Building the Team**. AD shall assist physician leadership in identifying, recruiting, and overseeing CIN participants in District 1 in Florida, and thereafter be responsible for the onboarding and integration of each recruited physician practice into the Atlantis CIN.

C. **Building Integration**. AD shall take all necessary steps to provide ongoing education and operational support to all CIN participants for their compliance with the CIN Charter, which compliance shall be related to best practice relating to specialties, clinical pathways, best technologies, and complete healthcare services.

1. **Network Compliance**. AD shall work with the leadership team to implement a culture of collaboration and supervision of responsible medicine. AD acknowledges that this is critical to Company's ability to take payor-side financial risk with the physician network. To achieve this, AD shall make reasonable efforts to ensure the following among all physicians in the Atlantis network in the relevant Districts:

    a. Coordination of care;

    b. Proper ongoing education regarding services;

    c. Quality control along Quality Participation Program (see **Exhibit A**);

    d. Monitoring;

    e. Facilitation of participation in the Atlantis network to all new providers recruited into the Atlantis Program;

    f. Assistance to such recruited providers with compliance with the "Generally Accepted Quality Metrics" as identified in the CIN Charter.

2. **Provider Launch Periods**. AD shall provide specific support to providers in the first 10 weeks of their CIN participation, as follows:

    a. **Technology**. Within the 1st week, to begin the process of implementing the population health management technology;

    b. **CareConnect**. Within the first 2 weeks, to begin implementation of Atlantis CareConnect (See **Exhibit B**);

c. **Best Clinical Practices.** Within the first 2 weeks, to begin implementation of key integration specialty pathways: neuro-musculoskeletal pathway; cardio-metabolic pathway; and oncologic pathway.

d. **Ongoing Support.** To hold weekly meeting with the relevant Atlantis administrative leadership.

D. **Estimated Time Required.** This is estimated to be a full-time role.

II. **COMPENSATION.** AD shall be compensated as follows for this work:

A. **Base and Bonus Compensation**

1. **Base Compensation.** AD's Base Compensation shall be $5,000 per month ("**Base Compensation**").

2. **Bonus Compensation.** AD's Bonus Compensation shall be $20,000, which shall be payable under the following schedule:

   a. After the first 30 days of Effective Date, $5,000 of the Bonus Compensation shall be payable to AD.

   b. After the first 60 days of Effective Date, $12,500 of the Bonus Compensation shall be payable to AD.

   c. After the first 90 days of Effective Date, all $20,000 of the Bonus Compensation shall be payable to AD on a monthly basis.

B. **Equity Position in Atlantis' District Enterprise.** Atlantis Program Manager of Southeast LLC ("**Company**") is the entity that maintains any and all financial interest in healthcare services delivered in District 1 by, through, or on behalf of Atlantis or any of its affiliates. As additional consideration for the services hereunder, Membership Interest in Company shall vest in AD under the following schedule:

1. Once 25 primary care physicians, and 25 other physicians are integrated into the Atlantis Program through a successful Launch Period organized and implemented by AD as provided in **Section I(C)(2)**, and under the satisfaction of Company, AD shall be vested with an equity interest of 5 percent of the membership interest in that District, through the Class ML Stock of Company, as if such membership interest vested as of Effective Date of this Agreement. Class ML Stock is an aggregate of twenty five percent (25%) of the Membership Interest of Company.

C. **Expenses.** All AD's reasonable and necessary travel expenses shall be reimbursed by Company per Company policy.

III. Term and Termination. This Agreement shall commence on Effective Date and continue until the earlier of either a three (3) year term, or termination of this Agreement as follows:

A. For Cause Termination. Either Party may terminate this Agreement immediately upon the provision of notice, to the breaching party, of a material breach of this Agreement, including, but not limited to, any of the provisions under Sections VII through X hereunder; provided, however, that the breaching party shall have thirty (30) days to cure the breach after receipt of notice of a breach.

B. Without Cause Termination. Either Party may terminate this Agreement by providing the other Party ninety (90) days prior written notice; provided, however, that AD may not be terminated without cause after a period of seven (7) months after the Effective Date of this Agreement.

C. Equity Vesting. Notwithstanding the foregoing, AD's equity interest in Company and/or its relevant subsidiaries, once vested under Section II, shall remain vested in AD regardless of the termination of this Agreement, unless AD violates any of the material terms of this Agreement, which material terms are outlined in Sections VII through X hereunder.

IV. Property. Upon termination of this agreement, AD shall return to Company all materials or other documents turned over to AD by Company in connection with performance of this agreement, and AD shall not thereafter hold itself as a representative of Company.

V. Compliance with Laws. AD hereby agrees not to violate any federal, state or local laws or regulations and agrees to sign a code of ethics as provided by Company.

VI. Notice. Any notice to be given in this agreement shall be made in writing and shall be (i) mailed to the other party via first class mail, postage prepaid, (ii) via email, or (iii) via fax, at the contact information provided below or such other information the parties may designate to each other in writing Any notice provided via email or fax must also be sent via first class mail, postage prepaid.

If to AD: LINDA STRUVE-DOERFLEIN
DBA Primary Care Providers, Inc.
4801 SE. 11th Avenue
Ocala, FL 34480

If to Company: Atlantis Program Manager Southeast LLC
4646 E. Van Buren Avenue
Phoenix, Arizona
notice@atlantishg.com

VII. Non-Solicitation and Exceptions. AD acknowledges that Company has been conducting its business in Florida, and that the covenants assumed by AD pursuant to this Agreement and under this Section are essential to the business of the Company and its goodwill.

A. Non Solicitation. If AD continues to operate under this Agreement after a period of seven (7) months from the Effective Date of this Agreement, then during the term of this Agreement and for a period of twelve (12) months following termination, AD or its affiliate, agent, or employee shall not, directly or indirectly:

i. Induce or attempt to induce, either for himself or on behalf of any corporation, partnership, proprietorship, individual or other business entity, any Business Relation to conduct other business that leads the Business Relation to decrease or cease business with the Company or any Affiliate, or in any way that interferes with the relationship between any Business Relation and the Company or any Affiliate, where a "Business Relation" is a person or entity who or which is or has been a patient, customer, supplier, licensee, or other business relation of the Company or any Affiliate at any time during the term of this Agreement.

ii. Induce or attempt to influence any employee or consultant of the Company or any Affiliate to leave the employ of the Company or such Affiliate.

iii. Hire any person who is an employee or consultant of the Company or any Affiliate at any time during the term of this Agreement; provided, however, that this Section shall not apply with regard to any contacts that AD brings to Company.

iv. Contract for any services with a party that was known to have a business relationship with Company or its affiliates; provided, however, that this Section shall not apply with regard to any contacts that AD brings to Company.

B. Exceptions.

i. None of the foregoing, restrictive covenants in this section shall apply to any pre-existing AD contracts.

As used in **Sections VII** through **X**, "Affiliate" means any person, entity or organization that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Company. The term "control" as used herein (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power (a) to vote a majority of the outstanding voting securities of or voting interest in a person, entity or organization, or (b) otherwise to direct the management policies of such person, entity or organization by contract or otherwise.

VIII. Confidential Information

A. Confidential Information. AD agrees that all information regarding technique, process, development or experimental work, work in process, business, trade secret or any other secret or confidential matter relating to the products, sales or business at the Company or any Affiliate (as defined in **Section VII**, above), including, but not limited to, patient records, customer lists, sales records, financial statements, payroll records, ledgers, corporate records, account numbers, contact lists and other information of any nature whatsoever ("Confidential Information") pertaining to the business of the Company or any Affiliate are of a proprietary and confidential nature, owned by the Company, and that none of such information shall be disclosed, published or made use of for any purpose by AD without the prior written consent of the Company. AD shall deliver to the Company at the termination of this Agreement, or at any other time that the Company may request, all memoranda, notes, plans, records, reports, computer files, printouts, software and other documents and data (and all copies thereof) embodying or relating to Confidential Information or the business of the Company or any Affiliate which AD may then possess or have under his or her control.

B. Maintenance of Records. Company will maintain appropriate administrative and medical records in accordance with all applicable laws relating to the services she provides under this Agreement.

IX. Non-Disparagement. AD and Company agree that during the term of AD's engagement with Company, and at all times subsequent thereto, AD and Company shall maintain a professional relationship and shall conduct themselves with office staff, personnel and other third parties with whom they come into contact, whether in a direct or indirect professional manner and specifically agree not to disparage one another or otherwise discuss internal matters of Company of any kind with any third party.

X. Restriction on AD's Ownership. AD shall not, during the term of AD's engagement with Company, directly or indirectly, be or become an investor, partner, shareholder, officer, employee, director, consultant, adviser or agent of, or have any other affiliation with or economic interest in, any corporation, partnership, proprietorship or other business that is competitive with the Company or any Affiliate (as defined in Section VIII, above) ***and*** has "Atlantis" as any part of its name or trade name except for the Company or any Affiliate; provided that this provision shall not restrict the right of AD to own less than five percent (5%) of the issued and outstanding shares of capital stock in any company listed on a national or regional stock exchange, or whose stock is quoted on a NASDAQ Market, regardless of the nature of the business of such company.

Notwithstanding the foregoing, nothing in this Section X shall apply to businesses, corporation, partnerships, proprietorships or other entities that AD has a pre-existing relationship with or ownership interest. Additionally, nothing in this Section X shall apply in the event (i) Company terminates this Agreement without cause or (ii) if AD terminates this Agreement with cause.

XI. Relationship of the Parties. AD shall undertakes its responsibilities hereunder as an independent contractor and not as an agent or employee of Company. AD and Company each expressly disclaim any intent to form a partnership, association, or any other entity, or to become joint venturers in the operation of Company for tax or other purposes by virtue of the execution of this Agreement. Nothing herein is intended, and nothing will be construed, to allow either to exercise control or direction over the manner or method by which the other performs the services that are the subject matter of this Agreement. The Services to be provided hereunder, however, will be furnished in a manner consistent with the standards governing such Services and the provisions hereof. Each party understands and agrees that: (i) the other will not be treated as an employee for federal tax purposes; (ii) neither will withhold on behalf of the other any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to its employees; (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of the party incurring the liability; and (iv) each will indemnify and hold the other harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits, if any.

XII. Indemnification. Each party hereby indemnifies, saves, defends and holds the other party, its affiliates and any affiliate shareholders, officers, employees, agents and legal representatives, and each of them, harmless from and against any and all loss, cost, damage, expense or liability (including legal fees) incurred by any of them arising from or connected to any and all claims, demands, actions, or causes of action arising from or connected to (i) its own violation of any federal, state or local healthcare fraud and abuse laws, regulations or rules; (ii) its own violation of any federal, state or local laws and regulations; and, (iii) any of its own breach of any agreement.

XIII. Dispute Resolution.

A. **Negotiation and Arbitration**. Any disputes between the Parties related to this Agreement any addendums or modifications hereto, shall be resolved by way of good-faith negotiations between the Parties. If such good-faith negotiations do not result in a resolution of the dispute within thirty (30) days after receipt of notice of dispute, then the Parties shall resolve any existing dispute by way of binding arbitration to be conducted (i) by an independent arbitrator of the American Arbitrations Association ("AAA") and (ii) in the State of Florida. Each Party shall bear its own legal fees and the Parties shall each pay one-half of any fees and costs associated with the AAA and the arbitrator. The prevailing party shall be entitled to reasonable costs and fees, including reasonable attorney's fees.

B. **Equitable Relief**. AD and Company acknowledge and agree that, in addition to the right to damages and other relief, the each Party shall be entitled to other remedies available to it to prohibit the breach or possible breach of any covenant in Section VII (Non-Solicitation), Section VIII (Confidential Information), or Section X (Restriction of AD Ownership). As such, Company and AD shall have the right to obtain a temporary restraining order, preliminary injunction, and permanent injunction, and Company and AD hereby consents to the entry of a temporary restraining order, preliminary injunction and permanent injunction, waives prior notice of entry of a temporary restraining order, and waives claims or defenses that the Company or AD have an adequate remedy at law.

XIV. Miscellaneous Provisions.

A. **Governing Law.** This agreement shall be construed according to the laws of the State of Florida, without regard to principles of conflict of law. Venue for any dispute hereunder shall be in the courts of the State of Florida.

B. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Company and AD and their respective heirs, legal representatives, successors, executors, administrators and permitted assigns.

C. **Entire Agreement.** This Agreement, including without limitation the Schedules and Exhibits attached hereto, all of which are incorporated into this Agreement by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior arrangements, understandings, negotiations and discussions, whether oral or written, of the parties.

D. **Amendment or Modification.** No amendment, supplement, modification, waiver or termination of this Agreement, or any portion thereof, shall be binding unless in writing and executed by the party against whom enforcement is sought.

E. **Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

F. **Severability.** It is expressly understood and agreed that the parties consider the restrictions contained in this Agreement to be reasonable. If, however, such restrictions are found by any arbitrator or judicial body having competent jurisdiction to be unenforceable because they are too broad to any extent, then the restrictions contained herein shall nevertheless remain effective, but shall be deemed amended as may be considered to be reasonable by such arbitrator or judicial body and, if so amended, shall be enforced to their fullest extent. Time shall be deemed to be of the essence of this Agreement.

IN WITNESS WHEREOF, Company and AD have caused this Agreement to be executed by their officer's thereunto duly authorized as of Date and Year written above.

ATLANTIS PROGRAM MANAGER OF SOUTHEAST
"Company"

By: ____________________
Its: Chief Executive Officer
Date: 04/21/2017

PRIMARY CARE PROVIDERS, INC.
"Administrative Director"

By: ____________________
Print: LINDA STRUVE-DOERFLEIN
Date: 4/21/17

EXHIBIT "B"

BOXES BELIEVED TO CONTAIN

BOX #1	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX OPEN	
BOX #2	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX OPEN	
BOX #3	2 LAP TOPS AND 2 ANS MACHINES...BOX OPEN	
BOX #4	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #5	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #6	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #7	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #8	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #9	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	SOO
BOX #10	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	
BOX #11	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	SOO
BOX #12	ADJ. HGT TABLE W KEYBOARD & CART BLACK- BOX NOT OPEN	SOO
BOX #13	2 LAP TOPS AND 2 ANS MACHINES...BOX NOT OPEN	SOO
BOX #14	2 LAP TOPS AND 2 ANS MACHINES...BOX OPEN	SOO
BOX #15	2 LAP TOPS AND 2 ANS MACHINES...BOX OPEN	
BOX #16	2 LAP TOPS AND 2 ANS MACHINES...OUT OF BOX	
BOX #17	MISC ANS SUPPLIES....BOX OPEN	
BOX #18	MISC ANS SUPPLIES....BOX OPEN	
BOX #19	RETINA VUE MACHINE.....BOX OPEN	
BOX #20	RETINA VUE MACHINE.....BOX NOT OPEN	

EXHIBIT B