

MICHAEL K. JEANES
Clerk of the Superior Court
By Barbara Olson, Deputy
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Description Amount
----- CASE# CV2015-009087 -----
CIVIL NEW COMPLAINT 319.00

TOTAL AMOUNT 319.00
Receipt# 24681727

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7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
8 **IN AND FOR THE COUNTY OF MARICOPA**

9 DAVID K. TOWNS, an individual,
10 plaintiff,

11 V.

12 SYED ALI KARIM, a/k/a ALI KARIM an
13 individual; ATLANTIS HEALTH GROUP,
14 LLC, a Delaware limited liability company;
15 ATLANTIS PROGRAM MANAGER,
16 LLC, an Arizona limited liability company,
17 defendants.

Case No. CV2015-009087

COMPLAINT

(Fraud; Declaratory Judgment; Unjust
Enrichment; Punitive Damages)

16 For his Complaint for against defendants plaintiff alleges:

17 1. David K. Towns ("Towns") is an individual who resides in Maricopa County,
18 Arizona.

19 2. Syed Ali Karim is an individual whose last known residence is unknown
20 ("Karim").

21 3. Atlantis Health Group, LLC is a Delaware limited liability company ("AHG").

22 4. Atlantis Program Manager, LLC is an Arizona limited liability company
23 whose Manager and statutory agent is Karim ("APM").
24

5. Jurisdiction is proper as the transactions at issue occurred in Maricopa County, and pursuant to A.R.S. § 12-123, and Article 6, Section 14 of the Arizona Constitution.

6. Venue is proper in Maricopa County, Arizona, pursuant to A.R.S. § 12-401.

Claims for Relief

7. Karim made the representations alleged herein for and on behalf of AHG.

8. Any allegations herein regarding representations made by Karim are alleged as having been made by Karim personally, and in a representative capacity by Karim acting on behalf AHG.

First Claim - Against Karim, AHG and APM by Towns - Fraud

9. Karim and AHG made representations to Towns as follows:

(a) Karim and AHG represented to Towns that they would cause Towns to be repaid if Towns would provide \$20,000 to a company owned or controlled by them;

(b) Karim and AHG represented to Towns that they would cause Towns to be repaid if Towns would provide \$70,000 to a company owned or controlled by them;

(c) Karim and AHG represented to Towns that they would cause Towns to be paid a sum equal to the difference between what Towns would have earned in between August 25, 2012 and August 25, 2014 compared to what they caused him to be paid during that period, the sum of \$1,000,000, if Towns would give them a few months to arrange for payment;

1 (d) Karim and AHG represented to Towns that they would pay all payroll
2 tax liabilities and expenses related thereto concerning businesses that they owned or
3 controlled, but as to which Towns was listed at Karim's direction on tax returns, in
4 an amount which to date is \$35,000, if Towns would give them a few months to do
5 so; and,
6

7 (e) Karim represented to Towns that Karim would list Towns, and had
8 listed Towns, as a co-owner of defendant APM, if he would do work for APM.

9 10. The representations were false when made.

10 11. The representations were material to Towns.

11 12. Karim and AHG knew their representations were false when made them or
12 they were ignorant of their truth and made them anyway.

13 13. Karim and AHG's intent was that the representations would be acted on by
14 Towns in the manner contemplated by them, specifically that the monies described above
15 would be provided, Towns would give them a few months to arrange for the payments
16 described above and refrain from legal or other action to protect himself, and Towns would
17 do work for APM.
18

19 14. Towns was ignorant of the falsity of the representations.

20 15. Towns relied on the truth of the representations.

21 16. Towns had a right to rely on the representations and his reliance was
22 justifiable.
23

24 17. Towns was consequently and proximately injured by his reliance on the
25 representations.
26

1 18. Towns seeks damages in an amount sufficient for this Court to exercise
2 jurisdiction over this matter, and as specified herein above in paragraph 7(a)-(d), except as
3 to representation 7(e) with respect to which Towns seeks to have a declaration made that he
4 is not and never was an owner, actual, beneficial or otherwise, as to defendant APM.

5 **Second Claim – Against Karim and APM by Towns – Declaratory Judgment**

6 19. Plaintiff incorporates all allegations of this Complaint in this claim.

7 20. Pursuant to ARS Section 12-1831 *et seq.* Towns seeks a declaratory judgment
8 declaring the legal relations as between he and APM, specifically a negative declaration to
9 the effect that he is not and never was an owner, actual, beneficial, or otherwise, of APM.
10

11 **Third Claim – Against Karim and AHG by Towns– Unjust Enrichment**

12 21. Plaintiff incorporates all allegations of this Complaint in this claim.

13 22. As alleged herein, plaintiff suffered impoverishments, defendants enjoyed
14 enrichments, there is a connection between the impoverishments and the enrichments, and it
15 would be unjust to allow defendants to enjoy the enrichments.
16

17 23. Accordingly, and in the alternative, plaintiff seeks any legal and or equitable
18 remedy available to him with the election of same to be made timely in this action.

19 **Fourth Claim – Against Karim, AHG, and APM by Towns– Punitive Damages**

20 24. Plaintiff incorporates all allegations of this Complaint in this claim.

21 25. Defendants are liable to plaintiff for punitive damages as their conduct as
22 alleged herein demonstrates conscious disregard for the rights of plaintiff in a series of
23 actions whose purpose was to intentionally and wrongfully obtain monetary gain at the
24
25
26

1 expense of plaintiff, conduct which is punishable by criminal law in the State of Arizona,
2 and said damages are subject only to applicable constitutional limitations.

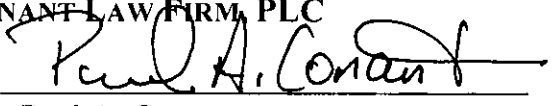
3 26. Plaintiff seeks an award of punitive damages in an amount equal to three times
4 their actual damages.

5 WHEREFORE, having fully pled their claims as against defendants, plaintiff seeks
6 judgment in his favor and against defendants, as follows:
7

- 8 a. Damages as requested herein;
9 b. A declaratory judgment as requested herein;
10 c. Relief for unjust enrichment as requested herein;
11 d. Punitive damages as requested herein;
12 e. Other relief in favor of plaintiff and against defendants, or either of them, as
13 may be appropriate in the circumstances.

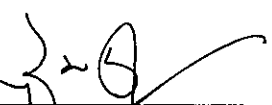
14 RESPECTFULLY SUBMITTED this 21st day of July, 2015.

15 CONANT LAW FIRM, PLC

16 By: 

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Attorneys for plaintiff

21 Original filed with Maricopa County
22 Superior Court this 21st day of July, 2015.

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24 Karen Stecker
25
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