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IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

STAY-AT-HOME HOME HEALTH
CARE, INC., a Florida corporation,

Plaintiff,

vs. Case No.:

ATLANTIS PROGRAM MANAGER OF
SOUTHEAST, LLC, a Florida limited
liability company, d/b/a ATLANTIS
HEALTH SYSTEM; ATLANTIS GLOBAL
HOLDINGS, INC., a Delaware Corporation;
ATLANTIS GLOBAL HOLDINGS, LLC; an
Arizona limited liability company;
SYED ALI KARIM, an individual, a/k/a
S. ALI KARIM; YASIR SHAREEF, an
individual; and BRIAN Z. KATZMAN,
an individual,

Defendants.
_____________________________________/

COMPLAINT

COMES NOW, the Plaintiff, Stay-at-Home Home Health Care, Inc., and sues Defendants Atlantis Program Manager of Southeast, LLC, d/b/a Atlantis Health System, Atlantis Global Holdings, Inc., Atlantis Global Holdings, LLC, Syed Ali Karim, a/k/a S. Ali Karim, Yasir Shareef, and Brian Z. Katzman, stating:

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Parties

1. This is an action for damages in excess of Fifteen Thousand Dollars ($15,000),

exclusive of attorney's fees, interest and costs, or alternatively, for equitable relief, within the jurisdiction of this Court, as otherwise specified in each count.

2. Plaintiff Stay-at-Home Home Health Care, Inc. (hereinafter "Plaintiff" or "Stay-at-Home"), is and was a home health agency licensed by the State of Florida. Plaintiff's principal place of business is 108 North Jumper Drive, Bushnell, Florida 33513, in Sumter County, Florida.

3. Defendant Atlantis Program Manager of Southeast, LLC (hereinafter "APMSE"), is a Florida limited liability company engaged in business in the State of Florida. Atlantis Program Manager of Southeast, LLC, also does business as Atlantis Health System.

4. Defendant APMSE's principal place of business is located at 1 South Orange Avenue, Suite 502, Orlando, Orange County, Florida 32801. Its Registered Agent and Registered Office are S. Ali Karim, 1 South Orange Avenue, Suite 502, Orlando, Florida 32801.

5. At all times material hereto, Defendant "Atlantis Global Holdings Incorporated" (hereinafter "Atlantis Global Inc."), is named as a Manager of APMSE with the Florida Secretary of State. According to the Florida Secretary of State, Atlantis Global Inc., is located at 7150 East Camelback Road 444, Scottsdale, Arizona 85251. However, Atlantis Global Inc., is not registered as a corporation with the Arizona Secretary of State or authorized to do business in Arizona. Atlantis Global Inc. could not be located anywhere in Florida or Arizona. Atlantis Global Inc., is believed to be a foreign corporation incorporated in Delaware and engaged in business in the State of Florida.

6. While Atlantis Global Inc., is not registered as a corporation with the Arizona Secretary of State, there is an Atlantis Global Holdings LLC (hereinafter "Atlantis Global LLC"), registered with the Arizona Secretary of State believed to be the same as Atlantis Global Inc.

According to the Arizona Secretary of State, Defendant Atlantis Global LLC, is a limited liability company with its principal place of business located at 7047 East Greenway Parkway, Scottsdale, Arizona, 85254. The Managers of Atlantis Global LLC, are S. Ali Karim, Yasir Shareef, and Maria Afzal. Its Statutory Agent and Office are S. Ali Karim, 7047 East Greenway Parkway, Scottsdale, Arizona, 85254.

7. At all times material hereto, Defendant S. Ali Karim (hereinafter "Karim") was a Manager of APMSE with the Florida Secretary of State, a Manager of Atlantis Global LLC with the Arizona Secretary of State, and held himself out to be the Chief Executive Officer of APMSE. He was an officer, employee and agent of APMSE. Defendant Karim is believed to be a resident of the State of Illinois. However, his office and regular place of employment is believed to be at 1 South Orange Avenue, Suite 502, Orlando, Florida 32801.

8. Defendant Karim took actions in Florida, including conducting business in Florida, causing the harm in Florida for which damages are sought herein. He was a principal actor in relation to all events set forth herein.

9. At all times material hereto, Defendant Yasir Shareef (hereinafter "Shareef") was an officer and director of APMSE, and a Manager of Atlantis Global LLC with the Arizona Secretary of State. He used the title "Executive Director." He was an officer, employee and agent of APMSE.

10. Defendant Shareef took actions in Florida, including conducting business in Florida, causing the harm in Florida for which damages are sought herein. Defendant Shareef is believed to be a resident of the State of Arizona. He was a principal actor in relation to all events set forth herein. However, his office and regular place of employment is believed to be at 1 South Orange

Avenue, Suite 502, Orlando, Florida 32801.

11. At all times material hereto, Defendant Brian Z. Katzman (hereinafter "Katzman") was the Chief Financial Officer of APMSE. He was an officer, employee and agent of APMSE. Defendant Katzman is believed to be a resident of the State of Georgia. However, his office and regular place of employment is believed to be at 1 South Orange Avenue, Suite 502, Orlando, Florida 32801.

12. Defendant Katzman took actions in Florida, including conducted business in Florida, causing the harm in Florida for which damages are sought herein. He was a principal actor in relation to all events set forth herein.

B. Alter Egos & Corporate Shells

13. Defendant APMSE and Defendants Atlantis Global Inc., Atlantis Global LLC, Karim, Shareef, and Katzman, are all one-and-the-same. Defendant APMSE is the "alter ego" of Defendants Atlantis Global Inc., Atlantis Global LLC, Karim, Shareef, and Katzman, who dominate and control the company corporate entity to further a fraudulent scheme and to further their own personal financial interests.

14. Defendants Atlantis Global Inc., and Atlantis Global LLC, are believed to be non-existent fraudulent corporations, actually the alter ego of Defendants Karim, Shareef, and Katzman, and mere shells or tools to assist them in their domination and control of APMSE to further a fraudulent scheme and to further their own personal financial interests.

C. Jurisdiction and Venue

15. Venue is proper in Orange County, Florida, pursuant to Section 47.011, Florida Statutes, because Defendants at all relevant times hereto had an office in Orange County, Florida, and conducted business in Orange County, Florida.

16. This Court has personal jurisdiction pursuant to Section 48.193, Florida Statutes, because Defendants engaged in operating, conducting, and carrying on a business in the State of Florida. Additionally, Defendants at all relevant times hereto had an office in Orange County, Florida.

17. All conditions precedent to the bringing of this action have been met, satisfied, or waived.

D. Background and Facts

18. On July 12, 2016, the Plaintiff and Defendants entered into a binding Letter of Intent ("LOI"), which identified the key terms of a contemplated transaction between APMSE and the owners of Stay-at-Home. Exhibit 1. This will be referred to as the "Contract" or "LOI" herein.

19. The ultimate purpose of the parties in entering into this Contract was for APMSE, which held itself out to be Atlantis Health System and an owner and operator of home health agencies nationwide, to eventually acquire ownership of Stay-at-Home and to operate it as a Florida home health agency.

20. The purchase price Defendants agreed to for the purchase of Stay-at-Home was Five Hundred Fifty Thousand Dollars ($550,000).

21. As agreed to in the LOI, Defendants placed Twenty-Five Thousand Dollars ($25,000) into an escrow account after the signing of the LOI.

22. The LOI provided Defendants control over Stay-at-Home's financial accounts and systems prior to the actual closing. Exhibit 1.

23. The purpose of allowing APMSE access to Stay-at-Home's financial accounts and systems was so that APMSE could begin operating Stay-at-Home prior to the actual closing taking place and become familiar with it. This was to include paying Stay-at-Home's regular operating expenses while APMSE operated it.

24. On July 18, 2016, Defendants transferred, without Stay-at-Home's knowledge or permission, One Hundred Thousand Dollars ($100,000) from Stay-at-Home's Wells Fargo account into an account held solely by Defendants.

25. This money was eventually taken by Defendants Karim, Shareef and Katzman.

26. On September 21, 2016, the Parties agreed to rescind the LOI and to return both APMSE and Stay-at-Home to the position they were in. Exhibit 2.

27. This included the return of all of Stay-at-Home's money, which included the return of the One Hundred Thousand Dollars ($100,000), which had been removed from Stay-at-Home's Wells Fargo account.

28. Plaintiff made repeated demands to obtain the return of its money, without success.

29. On October 11, 2016, Plaintiff sent Defendants a letter containing a civil theft demand for damages pursuant to Sections 772.11, 812.014 and 812.035, Florida Statutes (2016). Exhibit 3.

30. Pursuant to Section 772.11, Florida Statutes, Defendants had thirty (30) days or

until November 10, 2016, to remit the One Hundred Thousand Dollars ($100,000) or be subject to an action for civil theft and recovery of the One Hundred Thousand Dollars ($100,000) together with treble damages, attorney's fees, costs, and other expenses for prosecuting the action.

31. Defendants failed to remit the One Hundred Thousand Dollars ($100,000) by November 10, 2016.

32. On December 12, 2016, after repeated attempts to negotiate and obtain the return of the monies taken by Defendants, the Defendants agreed to return the One Hundred Thousand Dollars ($100,000) to Plaintiff by December 30, 2016.

33. Twenty-Five Thousand Dollars ($25,000) was returned to Stay-at-Home on December 20, 2016. However, Defendants have not returned the balance, Seventy-Five Thousand Dollars ($75,000).

34. The parties agreed that Defendants would return the remaining Seventy-Five Thousand Dollars ($75,000) by December 30, 2016, via wire transfer.

35. Defendants' promise to return the Seventy-Five Thousand Dollars ($75,000) on or before December 30, 2016, was documented and confirmed in correspondence dated December 20, 2016. Exhibit 4.

36. Defendants' obligation to return Plaintiff's funds was also documented and confirmed in an e-mail from Defendant Karim dated December 16, 2016. Exhibit 5.

37. On December 20, 2016, the Plaintiff sent wire transfer instructions for the payment of the remaining Seventy-Five Thousand Dollars ($75,000) to the Defendants.

38. The remaining Seventy-Five Thousand Dollars ($75,000) was never returned by Defendants.

39. As a direct result of the actions of the Defendants, Plaintiff was required to retain legal counsel to protect its rights and is obligated to pay its attorneys their fees and costs.

COUNT I

STATUTORY CIVIL THEFT IN VIOLATION OF SECT. 772.11, FLA. STAT.

40. This is a cause of action by the Plaintiff against the Defendants for statutory damages for civil theft pursuant to Section 772.11, Florida Statutes (2016), Florida's civil remedy for theft statute.

41. This cause of action is pled in the alternative and in addition to the other causes of action stated herein.

42. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

43. Defendants wrongfully took and used One Hundred Thousand Dollars ($100,000) and have refused to return Seventy-Five Thousand Dollars ($75,000) of it, without Plaintiff's permission.

44. Section 812.014(1)(a) and (b), Florida Statutes (2016), states:

> (1) A person commits theft if he or she knowingly obtains or uses, or endeavors to obtain or to use, the property of another with intent to, either temporarily or permanently: (a) Deprive the other person of a right to the property or a benefit from the property. (b) Appropriate the property to his or her own use or to the use of any person not entitled to the use of the property.

(Emphasis added).

45. Defendants unlawfully and knowingly used or endeavored to use Plaintiff's money and did knowingly deprive or endeavor to deprive Plaintiff of its money with the intent to temporarily or permanently deprive Plaintiff of its right to the money and benefit thereof, all for Defendants' own use, or the use of any person not entitled thereto, in violation of Section 812.014, Florida Statutes.

46. Pursuant to Section 772.11(1), Florida Statutes, Plaintiff made a written statutory demand for its money on October 11, 2016. A copy of the statutory demand sent to Defendants is attached as Exhibit 3.

47. To date, despite demand by Plaintiff, Defendants failed to return Plaintiff's money.

48. As a direct and proximate cause of Defendants' unlawful actions, Plaintiff was and continues to be deprived of its right to its money and the benefit thereof, and has suffered damages in the minimum amount of Seventy-Five Thousand Dollars ($75,000).

49. Pursuant to Section 772.11(1), Florida Statutes, Plaintiff is entitled to "threefold the actual damages sustained" in the minimum amount of Two Hundred Twenty-Five Thousand Dollars ($225,000) for the theft of its money by Defendants.

50. As a direct result of the actions of the Defendants, Plaintiff was required to retain legal counsel to protect its rights and is obligated to pay its attorneys their fees and costs.

51. Plaintiff is entitled to its attorney's fees and court costs pursuant to Section 772.11(1), Florida Statutes.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants jointly, severally, and individually, as follows:

A. Treble damages pursuant to statute in the amount of Two Hundred Twenty-

Five Thousand Dollars ($225,000);

B. Pre-judgment interest on the liquidated, claimed amount;

C. Pre-judgment interest on the treble amount from the date the civil theft demand was received by Defendants;

D. Its attorney's fees, expenses and costs in this matter, with its attorney's fees and expenses as defined by and authorized by Sections 772.11, 812.014, and 812.035, Florida Statutes, including, but not limited to all legal fees and expenses, whether defined as court costs or not, to be taxed as costs;

E. Post-judgment interest; and

F. Any other and further relief in law or in equity this Court deems proper.

COUNT II

CONVERSION

52. This is a cause of action by the Plaintiff against the Defendants for damages for conversion of the Plaintiff's personal property, Seventy-Five Thousand Dollars ($75,000), by the Defendants.

53. This action is pled in the alternative and in addition to the other causes of action stated herein.

54. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

55. At all times herein mentioned, Plaintiff was and still is, the owner and is entitled to immediate possession of cash in the amount of Seventy-Five Thousand Dollars ($75,000), which

is being wrongfully held by Defendants.

56. Defendants knowingly, unlawfully, maliciously, and with the intent to indefinitely or permanently deprive Plaintiff of its money, took possession of Plaintiff's money, which was in Plaintiff's bank account.

57. Defendants have, without the consent of the Plaintiff, converted to their own use Plaintiff's money.

58. Plaintiff made multiple written demands for the return of its money, including the letter dated October 11, 2016. Exhibit 3. Defendants failed and refused to return Plaintiff's money.

59. As a direct and proximate result of the wrongful acts of the defendants, Plaintiff has suffered general damages in the sum of at least Seventy-Five Thousand Dollars ($75,000).

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants, jointly, severally, and individually, as follows:

A. Damages in the amount of at least Seventy-Five Thousand Dollars ($75,000);

B. Pre-judgment interest on the liquidated amount;

C. Costs of bringing this action;

D. Post-judgment interest;

C. Attorneys' fees and costs incurred in this matter; and

E. Any other and further relief this court deems proper.

COUNT III

BREACH OF CONTRACT FOR FAILURE TO RETURN MONEY OWED

60. This is a cause of action by the Plaintiff against the Defendants for damages for breach of contract for failure to return money owed.

61. This action is pled in the alternative and in addition to the other causes of action stated herein.

62. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

63. Plaintiff contends that:

a. A contract existed between Defendants and Plaintiff;

b. The contract was breached by Defendants; and

c. Plaintiff sustained damages as a result of the breach.

64. On December 12, 2016, after negotiating the terms for return of Plaintiff's funds, Defendants agreed to return Plaintiff's One Hundred Thousand Dollars ($100,000) before or by December 30, 2016.

65. A portion of the funds, in the amount of Twenty-five Thousand Dollars ($25,000), was returned to Stay at Home on December 20, 2016.

66. The parties agreed that Defendants would return the remaining funds, on or before December 30, 2016, via wire transfer. Exhibit 4.

67. Defendants' agreement and obligation to return the Seventy Five Thousand Dollars ($75,000) on or before December 30, 2016, was documented and confirmed in an e-mail from Defendant Karim, dated December 16, 2016. Exhibit 5.

68. On December 20, 2016, Plaintiff, through its counsel, forwarded wire instructions for the payment and transfer of the remaining Seventy Five Thousand Dollars ($75,000).

69. However, the remaining funds, which were supposed to be paid by Defendants to Plaintiff by wire transfer, on or before December 30, 2016, were never returned.

70. Defendants expressly promised to pay Seventy Five Thousand Dollars ($75,000).

71. Defendants materially breached the contract when Defendants failed to pay Plaintiff.

72. As a result of Defendants' breach of contract, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment in its favor and against Defendants, jointly, severally and individually, for the following:

A. Damages in the amount of at least Seventy-Five Thousand Dollars ($75,000);

B. Pre-judgment interest on the liquidated amount;

C. Costs of bringing this action;

D. Attorneys' fees and costs incurred in this matter;

E. Post-judgment interest; and

F. Any other and further relief this court deems proper.

COUNT IV

ACCOUNT STATED

73. This is a cause of action by the Plaintiff against the Defendants for damages for account stated.

74. This action is pled in the alternative and in addition to the other causes of action

stated herein.

75. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

76. Plaintiff contends that Defendants owe it money on an account stated.

77. An account stated involves a transaction or series of transactions for which a specific amount of money is due. To establish this claim, Plaintiff contends that:

a. Plaintiff and Defendants had a transaction between them;

b. Plaintiff and Defendants agreed upon the balance due;

c. Defendants expressly promised to pay Plaintiff this balance; and

d. Defendants have not paid Plaintiff any of the amount owed under the account.

78. The Parties agreed that Defendants would return the remaining funds, on or before December 30, 2016, via wire transfer.

79. Defendants' agreement and obligation to return the Seventy Five Thousand Dollars ($75,000) on or before December 30, 2016, was documented and confirmed in an e-mail from Defendant Karim, dated December 16, 2016. Exhibit 5.

80. Plaintiff and Defendants had a contemplated transaction between them wherein Defendants agreed to return Seventy Five Thousand Dollars ($75,000) to Plaintiff.

81. Defendants acknowledged the balance due when Defendant Karim, on behalf of all Defendants, agreed to return Seventy Five Thousand Dollars ($75,0000) to Plaintiff.

82. Defendants expressly promised to pay the Seventy Five Thousand Dollars ($75,000).

83. Defendants have not paid Plaintiff any of the amount owed under the account.

WHEREFORE, Plaintiff demands judgment in its favor against Defendants, jointly, severally and individually, for the following:

A. Damages in the amount of at least Seventy-Five Thousand Dollars ($75,000);

B. Pre-judgment interest from the date of demand for balance on account;

C. Attorney's fees and costs incurred in this matter;

D. Post-judgment interest; and

E. Any other and further relief this court deems proper.

COUNT V

SPECIFIC PERFORMANCE OF CONTRACT

84. This is a cause of action by the Plaintiff against the Defendants for specific performance of a contract.

85. This action is pled in the alternative and in addition to the other causes of action stated herein.

86. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

87. Plaintiff and Defendants agreed that Defendants would return Seventy-Five Thousand Dollars ($75,000) to Plaintiff by December 30, 2016, via wire transfer. Exhibit 4.

88. Defendants' agreement and obligation to return the Seventy Five Thousand Dollars ($75,000) on or before December 30, 2016, was documented and confirmed in an e-mail from

Defendant Karim, dated December 16, 2016. Exhibit 5.

89. A contract existed between Plaintiff and Defendants, and it was breached due to Defendants' failure to return Seventy-Five Thousand Dollars ($75,000) to Plaintiff.

90. Plaintiff suffered damages as a result of Defendant's breach and is clearly entitled to specific performance.

91. Plaintiff has no adequate remedy at law because monetary damages alone will be insufficient to make the Plaintiff whole.

92. Plaintiff has significant likelihood of success on the merits under the contract and in light of the other facts and circumstances alleged in the other Counts herein.

WHEREFORE, Plaintiff demands judgment in its favor that Defendants, jointly, severally and individually, be required to perform the contract as follows:

A. Return of at least Seventy-Five Thousand Dollars ($75,000); and

B. Any other and further relief this court deems proper.

COUNT VI

RESCISSION OF CONTRACT

93. This is a cause of action by the Plaintiff against the Defendants for rescission of a contract.

94. This action is pled in the alternative and in addition to the other causes of action stated herein.

95. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

96. On July 12, 2016, the Plaintiff and Defendants entered into a binding LOI, which identified the key terms of a contemplated transaction between APMSE and the owners of Stay-at-Home. Exhibit 1.

97. The ultimate purpose of the parties in entering into this Contract was for APMSE, which held itself out to be Atlantis Health System and an owner and operator of home health agencies nationwide, to eventually acquire ownership of Stay-at-Home and to operate it as a Florida home health agency.

98. On September 21, 2016, the Parties jointly agreed to rescind the LOI and to return both APMSE and Stay-at-Home to the position they were in prior to purchase negotiations. Exhibit 2.

99. The ground for this action is mutual rescission of the LOI.

100. Plaintiff notified Defendants of the rescission of the LOI on September 21, 2016.

101. Plaintiff has no adequate remedy at law because monetary damages alone will be insufficient to make the Plaintiff whole.

102. Plaintiff has significant likelihood of success on the merits under the contract and in light of the other facts and circumstances alleged in the other Counts herein.

WHEREFORE, Plaintiff demands judgment in its favor against Defendants, jointly, severally and individually, as follows:

A. Rescission of the LOI; and

B. Any other and further relief this court deems proper.

COUNT VII

ACTION FOR DECLARATORY RELIEF

103. This is a cause of action by the Plaintiff for a declaratory judgment, pursuant to Section 86.011, Florida Statutes, within the jurisdiction of this Court.

104. This action is pled in the alternative and in addition to the other causes of action stated herein.

105. Plaintiff incorporates the allegations contained in Paragraphs 1 through 39 above as if set forth fully herein.

106. On July 12, 2016, the Plaintiff and Defendants entered into a binding LOI, which identified the key terms of a contemplated transaction between APMSE and the owners of Stay-at-Home. Exhibit 1.

107. On September 21, 2016, the Parties jointly agreed to rescind the LOI and to return both Defendants and Plaintiff to the position they were in prior to purchase negotiations. Exhibit 2.

108. Plaintiff believes the LOI is now void because of the mutual rescission, which occurred on September 21, 2016. Plaintiff believes that both Plaintiff and Defendants are discharged from the obligations of the LOI.

109. A declaratory judgment is required so as to advise the parties of their rights in connection with the referenced LOI.

110. A bona fide, actual, present practical need for a declaration exists.

111. The declaration requested concerns a present, ascertained or ascertainable state of facts or present controversy as to a state of facts.

112. A privilege or right of Plaintiff is dependent upon the facts or the law applicable to the facts.

113. Defendants have an actual, present, adverse and antagonistic interest in the subject matter, either in law or in fact.

114. The relief sought by Plaintiff is not merely giving of legal advice or the answer to questions propounded for curiosity.

WHEREFORE, Plaintiff requests a declaratory judgment setting forth their rights under Florida law and stating:

A. The Parties' joint agreement to rescind the LOI on September 21, 2016, deem the LOI void and discharge Plaintiff and Defendants from the obligations of the LOI; and

B. Any other and further relief this court deems proper.

DEMAND FOR JURY TRIAL

115. Plaintiff requests a trial by jury for all facts and issues so triable.

RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests the Court award Plaintiff the following against Defendants, jointly, severally and individually:

A. Statutory damages in the amount of Two Hundred Twenty-Five Thousand Dollars ($225,000);

B. Alternatively, damages in the amount of at least Seventy-Five Thousand

Dollars ($75,000);

D. Pre-judgment interest on all liquidated amounts;

E. Attorney's fees, costs and expenses that Plaintiff has incurred, as defined by and authorized by Sections 772.11, 812.014, and 812.035, Florida Statutes, including, but not limited to all legal fees and expenses, whether defined as court costs or not (all to be taxed as costs) which Plaintiff has incurred in bringing the legal action against Defendants;

F. Post-judgment interest; and

G. Such other relief as this Court may deem just and proper, in law or in equity.

s/ Michelle L .Bedoya
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ATTORNEYS FOR PLAINTIFF
STAY-AT-HOME HOME HEALTH CARE, INC.

ATTACHMENTS:

Exhibit 1: Letter of Intent Regarding Sale of Stay-at-Home Home Health Care, Inc., to

Atlantis Program Manager of Southeast, LLC.

Exhibit 2: Rescission of Letter of Intent to S. Ali Karim, dated September 30, 2016.

Exhibit 3: Civil Theft Demand Letter to S. Ali Karim, dated October 11, 2016.

Exhibit 4: Letter to S. Ali Karim, dated December 20, 2016, Regarding Agreement to Return Funds to Stay-at-home Home Health Care, Inc.

Exhibit 5: Email from S. Ali Karim to The Health Law Firm, dated December 16, 2016

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Letter of Intent: Sale of Stay At Home HHC Inc.

To: **Owners of Stay-At-Home Home Health Care, Inc. ("Seller")**

From: **Atlantis Health System**

Re: **Acquisition and Management of Home Health Agency**

Date: **July 12, 2016**

Dear Seller:

This Letter of Intent ("LOI") identifies the key terms of a contemplated transaction between the Atlantis Health System, on behalf of one of its subsidiaries (collectively, "**Atlantis**" or "**Purchaser**"), and the owners of Stay-at-Home Home Health Care Inc ("**SHHC**)"). The sequence of the arrangement is as follows:

I. Purchase of SHHC. The intent of this transaction is for Atlantis to acquire ownership of SHHC from current ownership, structured as follows:

A. Purchase Price. The Purchase Price of the SHHC shall be set at $550,000.

1. **Background and Collar.** Purchase Price is approximately 9.5 times last year's EBITDA, and is dependent on the consistency of financial statements over a period of 2 months after the Transfer Date. A negative change in the financial statements of more than 25 percent, or due to unknown liabilities, and other than due to changes in Medicare reimbursement policy, shall proportionately impact the Purchase Price.

2. **Liabilities.** Purchase Price includes assumption of 401(k) Plan liability, if any. It is Seller's intent to close Company's 401(k) Plan on or around the Closing Date on December 30, 2016, in compliance with the 401(k) Plan requirements, and remove any and all corresponding 401(k) Plan liability. If any such liability remains, it shall be assumed as part of the stated Purchase Price and accordingly offset the payment of the Purchase Price.

3. **Payment Terms.** Unless otherwise mandated by the 401(k) Plan requirements, the total amount of Purchase Price to be paid to Seller shall be paid into an escrow account under the following schedule:

   a. $25,000 payable upon Transfer Date as identified under **Section I(B)(1).**

   b. $25,000 Monthly Payment.

   c. Outstanding amount upon Closing Date.

EXHIBIT
1

B. Transfer of Operation, Closing, and Closing Obligations

1. **Transfer**. The "Transfer Date" of operations shall be on or around July 12, 2016.

2. **Transfer Obligations**. Upon Transfer Date, the following shall take place:

   a. Payment of $25,000 under **Section I(A)(3)(a)** hereunder, to be made to Seller on July 15, 2016;

   b. Allocation of $30,000 from Company accounts against a certain Outstanding Director Loan, which amount may be paid prior to Transfer Date;

   c. Allocation of $22,000 as previously agreed, for: accounting, transaction counsel, appraisal, and 401(k) liability. Such expenses shall be accounted for as paid on, before, or after the Closing.

   d. Appointment of Atlantis officers as Directors of SHHC;

   e. Resignation of current SHHC officers as Directors of SHHC;

   f. Execution of LOI;

   g. Shortly after the Transfer Date, and during the due diligence period thereafter, both parties shall make best efforts to finalize the Acquisition Agreement and identify the Closing Date in accordance with the terms herein, or, if necessary, as required by the 401(k) Plan regulations;

   h. Transfer of regulatory compliance documents;

   i. Transfer of financial control mechanisms;

   j. A trade name filing to the state for "Atlantis Home Healthcare";

   k. Transfer of oversight of billing and collections; and,

   l. Payment of $25,000 for payment in full of a certain Outstanding Director Loan on or before July 31.

3. **Due Diligence and Operations.** Once compliance documents are transferred to Atlantis leadership in the first week after Transfer Date, and reporting to Atlantis Leadership shall begin. From Transfer Date until Closing, Atlantis leadership shall conduct due diligence by doing the following:

   a. Begin to integrate SHHC into the Atlantis primary care offices;

   b. Begin to integrate SHHC into the Atlantis specialists, by specialty;

   c. Begin to integrate SHHC into Atlantis facilities;

   d. Begin to implement SHHC into the High Risk Pathway operations; and,

   e. Begin to implement the Atlantis financial system.

4. **Closing**. The Closing of this transaction shall take place on December 30, 2016.

5. **Closing Obligations**. Upon Closing, the following shall take place:

    a. Payment of Total Purchase Price hereunder;

    b. Transfer of Stock certificates representing 100 percent of SHHC stock; and,

    c. These terms shall be modified as necessary to create compliance under the 401(k) Plan requirements.

II. Management of SHHC. Atlantis leadership shall work with current management to manage SHHC as of Transfer Date, under the following terms:

A. Management and Oversight. Atlantis leadership shall oversee the total operation of SHHC, and shall create an incentive structure for local management.

B. Key Employees. SHHC shall continue to operate with the same Key Employees during a defined transition period, and such Key Employees shall provide complete operational support during this transition period. Such Key Employees shall be provided fair market value compensation after Closing. Further, such Key Employees, who are also the Seller, shall be provided continued authority to fulfill the responsibilities of the 401(k) Plan as well as other employment-related activities.

C. Recoupments. Any recoupment of payments that have been made to SHHC before 07/01/2016 shall be deducted from Purchase Price.

D. Branding. Atlantis shall begin operations under the name of "Atlantis Home Healthcare" as of Transfer Date.

III. Next Steps

This LOI identifies the key terms of the sale of SHHC by Seller to Atlantis. This LOI shall serve as a binding term sheet for terms under consideration by the parties with respect to the referenced subject matter. The parties shall draft and execute definitive agreements by Transfer Date, detailing the rights and obligations of the parties.

[signature page to follow]

WHEREFORE, the undersigned have executed this LOI to evidence their understanding herein.

Atlantis Health System LLC
Agent for Atlantis Subsidiary

By: ______________________

Print: S. Ali Karim

Its: CEO

Anita Williams
Individually
Seller

By: Anita Williams

Print: Anita Williams

Its: Administrator

J. Darleen Kos
Individually
Seller

By: Darleen K

Print: JULIE DARLEEN KOS

Its: CFO, DON

Anita Williams
For 401(k) Plan
Seller

By: Anita Williams

Print: Anita Williams

Its: Administrator

J. Darleen Kos
For 401(k) Plan Beneficiary
Seller

By: Darleen K

Print: JULIE DARLEEN KOS

Its: CFO, DON

By Appointment:
37 N. Orange Avenue, Suite 500
Orlando, Florida 32801

By Appointment:
201 E. Government Street
Pensacola, Florida 32502
Telephone: (850) 439-1001

By Appointment:
155 E. Boardwalk Drive, Suite 424
Fort Collins, Colorado 80525
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Telefax: (866) 203-1464

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George F. Indest III, J.D., M.P.A., LL.M.
Florida, Louisiana, and D.C.
Board Certified by the Florida Bar in Health Law

Michael L. Smith, J.D.
Florida
Registered Respiratory Therapist
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Joanne Kenna, R.N., J.D.
Florida
Registered Nurse (Illinois)

Carole C. Schriefer, R.N., J.D.
Florida, Colorado, and Virginia
Registered Nurse (Colorado)

Christopher E. Brown, J.D.
Florida

Lance O. Leider, J.D.
Florida

Lenis L. Archer, J.D., M.P.H.
Florida and Texas

Justin A. Green, J.D., LL.M.
Florida

Matthew R. Gross, J.D., P.A.
Florida
(Of Counsel)

September 30, 2016

VIA E-MAIL AND U.S. MAIL

Mr. Ali S. Karim
Atlantis Program Manager of Southeast, LLC
7150 E Camelback Road 444
Scottsdale, Arizona 85251
E-mail: a.karim@atlantishg.com
Secondary e-mail: y.shareef@atlantishg.com

Re: Stay-At-Home Home Health Care Inc.
Our File No.: 1989/002
TELEPHONE CONFERENCE ON SEPTEMBER 21, 2016

Dear Mr. Karim:

As you know, The Health Law Firm has the honor and privilege of representing Stay-At-Home Home Health Care Inc. (the "Agency" herein), along with its owners Darleen Kos and Anita Williams.

I am writing in follow-up to our telephone conference earlier today, September 30, 2016, in which we discussed the sale of the Agency to your company, Atlantis Program Manager of Southeast, LLC ("Atlantis").

As we discussed, on September 21, 2016, the parties agreed to rescind all prior Letters of Intent and to return both Atlantis and the Agency to the position they were in prior to purchase negotiations being entered into. As part of this rescission, Atlantis will immediately return all Agency money to my clients by wire transfer, an amount totaling $100,000. The Agency, in turn, will agree to release all funds currently being held by the Escrow Agent, the Vose Law Firm, LLP, an amount totaling $25,000.

EXHIBIT
2

You further advised that the Agency would receive a written acknowledgment of this rescission by the close of business today. Please forward a copy of this acknowledgment directly to me, via e-mail.

Should you have any questions please feel free to contact me at the number indicated above. If I am not immediately available, please ask to speak with my paralegal, Michelle Williams, who is also familiar with this matter.

Sincerely,

THE HEALTH LAW FIRM, by:

CHRISTOPHER E. BROWN

cc: Stay-At-Home Home Health Care Inc.

CEB/
S:\1900-1999\1989\002\310-Letters-Drafts\Karim-3.wpd

By Appointment:
37 N. Orange Avenue, Suite 500
Orlando, Florida 32801

By Appointment:
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Florida

Lenis L. Archer, J.D., M.P.H.
Florida and Texas

Justin A. Green, J.D., LL.M.
Florida

Matthew R. Gross, J.D., P.A.
Florida
(Of Counsel)

October 11, 2016

VIA E-MAIL AND FEDEX - OVERNIGHT DELIVERY

Mr. Ali S. Karim
Atlantis Program Manager of Southeast, LLC
7150 E. Camelback Road 444
Scottsdale, Arizona 85251
E-mail: a.karim@atlantishg.com
Secondary E-mail: y.shareef@atlantishg.com; b.katzman@atlantishg.com

7013 1710 0002 1057 8429

Re: Stay-At-Home Home Health Care Inc.
Our File No.: 1989/002
CIVIL THEFT DEMAND FOR DAMAGES PURSUANT TO SECTIONS 772.11, 812.014 & 812.035, FLORIDA STATUTES

Dear Mr. Karim:

As you know, The Health Law Firm has the honor and privilege of representing Stay-At-Home Home Health Care Inc. (the "Agency" herein), along with its owners Darleen Kos and Anita Williams.

This is a demand against Atlantis Program Manager of Southeast, LLC, and Atlantis Health System ("Atlantis" herein), pursuant to Sections 772.11, 812.014 and 812.035, Florida Statutes.

On or about July 12, 2016, the Parties entered into a binding Letter of Intent, which provided Atlantis control over the Agency's financial mechanisms. See enclosure (1). The purpose of this control was to allow Atlantis to begin managing the Agency, while it continued to make monthly payments towards the agreed upon purchase price of $550,000.

However, on July 18, 2016, Atlantis transferred, without the Agency's permission, approximately $100,000 from the Agency's Wells Fargo accounts to an account held strictly by Atlantis.

EXHIBIT
3

After execution of the Letter of Intent, and the initial payment of $25,000 into a joint escrow account, Atlantis failed to meet any further obligations to the Agency. As a result, on September 21, 2016, the parties agreed to rescind all prior letters of intent and to return both Atlantis and the Agency to the position they were in prior to purchase negotiations being entered into. This included the return of all Agency money. See enclosures (2) and (3).

Since September 21, 2016, my clients have made repeated attempts to arrange for the return of the Agency's money, without success. It has become apparent that Atlantis does not intend to cooperate with the agreed upon rescission, despite its numerous breaches of the binding Letter of Intent.

Without authorization, Atlantis has absconded with $100,000 of traceable funds belonging to my clients. Your refusal to return these funds constitutes a conversion (theft or embezzlement) under Florida Statutes § 812.014, namely, that you "knowingly obtained or used, or endeavored to obtain or to use, the property of another with the intent to, either temporarily or permanently deprive the other person of a right to the property or a benefit from the property." Under Section 772.11, Florida Statutes, therefore, my clients are entitled to treble damages due to your actions.

This letter is a specific demand on Atlantis, on behalf of our clients, for damages pursuant to Sections 772.11, 812.014 and 812.035, Florida Statutes. Pursuant to Section 772.11, Florida Statutes, demand is made on you for treble damages, attorney's fees and costs. The total amount claimed to date is three (3) times $100,000.00 (or a total of $300,000.00), plus attorney's fees and costs.

Under the circumstances, the failure to remit said funds within thirty (30) days (Deadline: November 10, 2016) will result in an action against you for civil theft and recovery of the above sums, together with attorney's fees, costs, and other expenses for prosecuting the action.

GOVERN YOURSELF ACCORDINGLY.

Sincerely,

THE HEALTH LAW FIRM, by:

CHRISTOPHER E. BROWN

encls: (1) Letter of Intent dated July 12, 2016
(2) Letter to Ali Karim dated September 21, 2016
(3) Letter to Ali Karim dated September 30, 2016

cc: Stay-At-Home Home Health Care Inc. (via e-mail)

CEB/
S:\1900-1999\1989\002\310-Letters-Drafts\Karim-4-Civil Theft Demand Letter.wpd

Letter of Intent: Sale of Stay At Home HHC Inc.

To: **Owners of Stay-At-Home Home Health Care, Inc. ("Seller")**

From: **Atlantis Health System**

Re: **Acquisition and Management of Home Health Agency**

Date: **July 12, 2016**

Dear Seller:

This Letter of Intent ("LOI") identifies the key terms of a contemplated transaction between the Atlantis Health System, on behalf of one of its subsidiaries (collectively, "**Atlantis**" or "**Purchaser**"), and the owners of Stay-at-Home Home Health Care Inc ("**SHHC**)". The sequence of the arrangement is as follows:

I. Purchase of SHHC. The intent of this transaction is for Atlantis to acquire ownership of SHHC from current ownership, structured as follows:

A. Purchase Price. The Purchase Price of the SHHC shall be set at $550,000.

1. **Background and Collar.** Purchase Price is approximately 9.5 times last year's EBITDA, and is dependent on the consistency of financial statements over a period of 2 months after the Transfer Date. A negative change in the financial statements of more than 25 percent, or due to unknown liabilities, and other than due to changes in Medicare reimbursement policy, shall proportionately impact the Purchase Price.

2. **Liabilities.** Purchase Price includes assumption of 401(k) Plan liability, if any. It is Seller's intent to close Company's 401(k) Plan on or around the Closing Date on December 30, 2016, in compliance with the 401(k) Plan requirements, and remove any and all corresponding 401(k) Plan liability. If any such liability remains, it shall be assumed as part of the stated Purchase Price and accordingly offset the payment of the Purchase Price.

3. **Payment Terms.** Unless otherwise mandated by the 401(k) Plan requirements, the total amount of Purchase Price to be paid to Seller shall be paid into an escrow account under the following schedule:

   a. $25,000 payable upon Transfer Date as identified under **Section I(B)(1).**

   b. $25,000 Monthly Payment.

   c. Outstanding amount upon Closing Date.

ENCLOSURE (I)

B. Transfer of Operation, Closing, and Closing Obligations

1. **Transfer.** The "Transfer Date" of operations shall be on or around July 12, 2016.

2. **Transfer Obligations.** Upon Transfer Date, the following shall take place:

   a. Payment of $25,000 under **Section I(A)(3)(a)** hereunder, to be made to Seller on July 15, 2016;

   b. Allocation of $30,000 from Company accounts against a certain Outstanding Director Loan, which amount may be paid prior to Transfer Date;

   c. Allocation of $22,000 as previously agreed, for: accounting, transaction counsel, appraisal, and 401(k) liability. Such expenses shall be accounted for as paid on, before, or after the Closing.

   d. Appointment of Atlantis officers as Directors of SHHC;

   e. Resignation of current SHHC officers as Directors of SHHC;

   f. Execution of LOI;

   g. Shortly after the Transfer Date, and during the due diligence period thereafter, both parties shall make best efforts to finalize the Acquisition Agreement and identify the Closing Date in accordance with the terms herein, or, if necessary, as required by the 401(k) Plan regulations;

   h. Transfer of regulatory compliance documents;

   i. Transfer of financial control mechanisms;

   j. A trade name filing to the state for "Atlantis Home Healthcare";

   k. Transfer of oversight of billing and collections; and,

   l. Payment of $25,000 for payment in full of a certain Outstanding Director Loan on or before July 31.

3. **Due Diligence and Operations.** Once compliance documents are transferred to Atlantis leadership in the first week after Transfer Date, and reporting to Atlantis Leadership shall begin. From Transfer Date until Closing, Atlantis leadership shall conduct due diligence by doing the following:

   a. Begin to integrate SHHC into the Atlantis primary care offices;

   b. Begin to integrate SHHC into the Atlantis specialists, by specialty;

   c. Begin to integrate SHHC into Atlantis facilities;

   d. Begin to implement SHHC into the High Risk Pathway operations; and,

   e. Begin to implement the Atlantis financial system.

4. **Closing**. The Closing of this transaction shall take place on December 30, 2016.

5. **Closing Obligations.** Upon Closing, the following shall take place:

    a. Payment of Total Purchase Price hereunder;

    b. Transfer of Stock certificates representing 100 percent of SHHC stock; and,

    c. These terms shall be modified as necessary to create compliance under the 401(k) Plan requirements.

II. Management of SHHC. Atlantis leadership shall work with current management to manage SHHC as of Transfer Date, under the following terms:

A. Management and Oversight. Atlantis leadership shall oversee the total operation of SHHC, and shall create an incentive structure for local management.

B. Key Employees. SHHC shall continue to operate with the same Key Employees during a defined transition period, and such Key Employees shall provide complete operational support during this transition period. Such Key Employees shall be provided fair market value compensation after Closing. Further, such Key Employees, who are also the Seller, shall be provided continued authority to fulfill the responsibilities of the 401(k) Plan as well as other employment-related activities.

C. Recoupments. Any recoupment of payments that have been made to SHHC before 07/01/2016 shall be deducted from Purchase Price.

D. Branding. Atlantis shall begin operations under the name of "Atlantis Home Healthcare" as of Transfer Date.

III. Next Steps

This LOI identifies the key terms of the sale of SHHC by Seller to Atlantis. This LOI shall serve as a binding term sheet for terms under consideration by the parties with respect to the referenced subject matter. The parties shall draft and execute definitive agreements by Transfer Date, detailing the rights and obligations of the parties.

[signature page to follow]

WHEREFORE, the undersigned have executed this LOI to evidence their understanding herein.

Atlantis Health System LLC
Agent for Atlantis Subsidiary

By: ____________________

Print: S. Ali Karim

Its: CEO

Anita Williams
Individually
Seller

By: Anita Williams

Print: Anita Williams

Its: Administrator

J. Darleen Kos
Individually
Seller

By: Darleen Kos

Print: JULIE DARLEEN KOS

Its: CFO, DON

Anita Williams
For 401(k) Plan
Seller

By: Anita Williams

Print: Anita Williams

Its: Administrator

J. Darleen Kos
For 401(k) Plan Beneficiary
Seller

By: Darleen Kos

Print: JULIE DARLEEN KOS

Its: CFO, DON

BY APPOINTMENT:
37 N. ORANGE AVENUE, SUITE 500
ORLANDO, FLORIDA 32801

BY APPOINTMENT:
201 E. GOVERNMENT STREET
PENSACOLA, FLORIDA 32502
TELEPHONE: (850) 439-1001

BY APPOINTMENT:
155 E. BOARDWALK DRIVE, SUITE 424
FORT COLLINS, COLORADO 80525
TELEPHONE: (970) 416-7456
TELEFAX: (866) 203-1484

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ALTAMONTE SPRINGS, FLORIDA 32714
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TELEFAX: (407) 331-3030
WWW.THEHEALTHLAWFIRM.COM

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FLORIDA, LOUISIANA, AND D.C.
BOARD CERTIFIED BY THE FLORIDA BAR IN HEALTH LAW

MICHAEL L. SMITH, J.D.
FLORIDA
REGISTERED RESPIRATORY THERAPIST
BOARD CERTIFIED BY THE FLORIDA BAR IN HEALTH LAW

JOANNE KENNA, R.N., J.D.
FLORIDA
REGISTERED NURSE (ILLINOIS)

CAROLE C. SCHRIEFER, R.N., J.D.
FLORIDA, COLORADO, AND VIRGINIA
REGISTERED NURSE (COLORADO)

CHRISTOPHER E. BROWN, J.D.
FLORIDA

LANCE O. LEIDER, J.D.
FLORIDA

LENIS L. ARCHER, J.D., M.P.H.
FLORIDA AND TEXAS

JUSTIN A. GREEN, J.D., LL.M.
FLORIDA

MATTHEW R. GROSS, J.D., P.A.
FLORIDA
(OF COUNSEL)

September 21, 2016

VIA E-MAIL AND U.S. MAIL

Mr. Ali S. Karim
Atlantis Program Manager of Southeast, LLC
7150 E Camelback Road 444
Scottsdale, Arizona 85251
E-mail: a.karim@atlantishg.com

Re: Stay-At-Home Home Health Care Inc.
Our File No.: 1989/002
TELEPHONE CONFERENCE ON SEPTEMBER 21, 2016

Dear Mr. Karim:

As you know, The Health Law Firm has the honor and privilege of representing Stay-At-Home Home Health Care Inc. (The "Agency" herein), along with its owners Darleen Kos and Anita Williams.

I am writing in follow-up to our telephone conference earlier today, September 21, 2016, in which we discussed the sale of the Agency to your company, Atlantis Program Manager of Southeast, LLC ("Atlantis").

As we discussed, at this time the parties have agreed to rescind all prior Letters of Intent and renegotiate the terms the sale. As part of this rescission, Atlantis will immediately return all Agency money to my clients by wire transfer, an amount totaling $100,000. The Agency, in turn, will agree to release all funds currently being held by the Escrow Agent, the Vose Law Firm, LLP, an amount totaling $25,000.

ENCLOSURE (2)

Should you have any questions please feel free to contact me at the number indicated above. If I am not immediately available, please ask to speak with my paralegal, Michelle Williams, who is also familiar with this matter.

Sincerely,

THE HEALTH LAW FIRM, by:

CHRISTOPHER E. BROWN

cc: Stay-At-Home Home Health Care Inc.
Darleen Kos
Anita Williams

CEB/
S:\1900-1999\1989\002\310-Letters-Drafts\Karim-2.wpd

By Appointment:
37 N. Orange Avenue, Suite 500
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Florida

Matthew R. Gross, J.D., P.A.
Florida
(Of Counsel)

September 30, 2016

VIA E-MAIL AND U.S. MAIL

Mr. Ali S. Karim
Atlantis Program Manager of Southeast, LLC
7150 E Camelback Road 444
Scottsdale, Arizona 85251
E-mail: a.karim@atlantishg.com
Secondary e-mail: y.shareef@atlantishg.com

Re: Stay-At-Home Home Health Care Inc.
Our File No.: 1989/002
TELEPHONE CONFERENCE ON SEPTEMBER 21, 2016

Dear Mr. Karim:

As you know, The Health Law Firm has the honor and privilege of representing Stay-At-Home Home Health Care Inc. (the "Agency" herein), along with its owners Darleen Kos and Anita Williams.

I am writing in follow-up to our telephone conference earlier today, September 30, 2016, in which we discussed the sale of the Agency to your company, Atlantis Program Manager of Southeast, LLC ("Atlantis").

As we discussed, on September 21, 2016, the parties agreed to rescind all prior Letters of Intent and to return both Atlantis and the Agency to the position they were in prior to purchase negotiations being entered into. As part of this rescission, Atlantis will immediately return all Agency money to my clients by wire transfer, an amount totaling $100,000. The Agency, in turn, will agree to release all funds currently being held by the Escrow Agent, the Vose Law Firm, LLP, an amount totaling $25,000.

ENCLOSURE (3)

You further advised that the Agency would receive a written acknowledgment of this rescission by the close of business today. Please forward a copy of this acknowledgment directly to me, via e-mail.

Should you have any questions please feel free to contact me at the number indicated above. If I am not immediately available, please ask to speak with my paralegal, Michelle Williams, who is also familiar with this matter.

Sincerely,

THE HEALTH LAW FIRM, by:

CHRISTOPHER E. BROWN

cc: Stay-At-Home Home Health Care Inc.

CEB/
S:\1900-1999\1989\002\310-Letters-Drafts\Karim-3.wpd

By Appointment:
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Lance O. Leider, J.D., LL.M.
Florida

Michelle Bedoya, J.D.
Florida

Andrew J. Manie, J.D.
Florida

Matthew R. Gross, J.D., P.A.
Florida
(Of Counsel)

December 20, 2016

VIA E-MAIL AND U.S. MAIL

Mr. Ali S. Karim
Atlantis Program Manager of Southeast, LLC
7150 E. Camelback Road 444
Scottsdale, Arizona 85251

E-mail: a.karim@atlantishg.com
Secondary e-mail: y.shareef@atlantishg.com

Re: Stay-At-Home Home Health Care Inc.
Our File No.: 1989/002
FOLLOW-UP TO TELEPHONE CONFERENCE ON DECEMBER 12, 2016

Dear Mr. Karim:

As you know, The Health Law Firm has the honor and privilege of representing Stay-At-Home Home Health Care Inc. (the "Agency" herein), along with its owners Darleen Kos and Anita Williams.

I am writing in follow-up to our telephone conference on December 12, 2016, in which we discussed the return of the Agency's money from Atlantis Program Manager of Southeast, LLC, and Atlantis Health System ("Atlantis" herein). The amount that Atlantis has that belongs to the Agency is one hundred thousand dollars ($100,000).

As you know, on or about July 12, 2016, Atlantis and the Agency entered into a Letter of Intent, which gave Atlantis control over the Agency's financial accounts and systems. On July 18, 2016, Atlantis then transferred, without the Agency's permission, one hundred thousand

EXHIBIT
4

dollars ($100,000) from the Agency's Wells Fargo accounts to an account held strictly by Atlantis.

After execution of the Letter of Intent, and the initial payment of twenty-five thousand dollars ($25,000) into a joint escrow account, Atlantis failed to meet any further obligations to the Agency. As a result, on September 21, 2016, the parties agreed to rescind all prior Letters of Intent and to return both Atlantis and the Agency to the position they were in prior to purchase negotiations beginning.

As part of this rescission, Atlantis agreed to immediately return all Agency money to the Agency by wire transfer, an amount totaling one hundred thousand dollars ($100,000).

The Agency has attempted to work with Atlantis to obtain the return of the Agency's money that is in the possession of Atlantis. When this failed, a civil theft demand was sent to Atlantis on October 13, 2016, demanding that Atlantis pay for damages pursuant to Sections 772.11, 812.014 and 812.035, Florida Statutes.

During our telephone conference on December 12, 2016, we discussed that Atlantis has agreed to return the Agency's money as follows. You stated to me that Atlantis will return all of the money, in the amount of one hundred thousand dollars ($100,000), by December 30, 2016.

You stated that a portion of the funds, the amount of twenty-five thousand dollars ($25,000), will be returned by means of instructing the escrow agent to release the twenty-five thousand dollars ($25,000), currently being held in the above-referenced joint escrow account, on or before December 30, 2016, to the Agency.

You further stated that the remaining funds will be paid by Atlantis to the Agency by wire transfer in an amount totaling seventy-five thousand dollars ($75,000), on or before December 30, 2016.

Atlantis' obligation to instruct the escrow agent to release the twenty-five thousand dollars ($25,000), and return the seventy-five thousand dollars ($75,000) on or before December 30, 2016, was documented and confirmed by you in your e-mail correspondence to me, dated December 16, 2016.

We look forward to the timely occurrence of the above so as to resolve this matter.

Should you have any questions please feel free to contact me at the number indicated above. If I am not immediately available, please ask to speak with my paralegal, Shelly Estes, who is also familiar with this matter.

Sincerely,

THE HEALTH LAW FIRM, by:

MICHELLE L. BEDOYA

cc: Stay-At-Home Home Health Care Inc.

MLB/AJM
S:\1900-1999\1989\002\310-Letters-Drafts\Karim-5.wpd

Shelly Estes

From:	Shelly Estes	
Sent:	Tuesday, December 20, 2016 2:02 PM	
To:	'a.karim@atlantishg.com'; 'y.shareef@atlantishg.com'	
Subject:	Fwd of Letter; Our File No.: 1989/002	
Attachments:	2016-12-20-Karim-5 (ltr to).pdf	
Tracking:	**Recipient**	**Delivery**
	'a.karim@atlantishg.com'	
	'y.shareef@atlantishg.com'	
	Michelle Bedoya	Delivered: 12/20/2016 2:02 PM

Mr. Karim:

Please see the attached letter dated December 20, 2016, that I am forwarding on behalf of attorney Michelle L. Bedoya.

Thank you,

Shelly M. Estes

Shelly M. Estes
Legal Assistant/Office Manager
THE HEALTH LAW FIRM
1101 Douglas Avenue
Altamonte Springs, Florida 32714
Telephone: (407) 331-6620
Telefax: (407) 331-3030
E-mail: sestes@thehealthlawfirm.com

Michelle Bedoya

From:	S. Ali Karim <a.karim@atlantishg.com>
Sent:	Friday, December 16, 2016 11:20 AM
To:	Michelle Bedoya
Cc:	Shelly Estes; Andrew J. Manie
Subject:	RE: Stay-At-Home Home Health Care (1989/002)

Dear Michelle,

First, I have now sent a notice to the Escrow Agent, with you cc'd on the notice. You should have it in your email.

Second, we will wire transfer the rest of the funds ($75,000) to your client on 12/30/2016. I have looked into whether it will be possible to return the rest of the funds before 12/30/2016. Unfortunately, we cannot take the obligation of doing that, but may be able to make the transfer on the day before.

Please let me know if you have any questions or concerns. I'm available to talk at your convenience.

Best wishes,
Ali

S. Ali Karim
(m) 312.818.9193
(f) 888.519.3446
(e) a.karim @ atlantishg . com
www . atlantishg . com

-----Original Message-----
From: Michelle Bedoya [mailto:mbedoya@thehealthlawfirm.com]
Sent: Tuesday, December 13, 2016 3:37 PM
To: S. Ali Karim
Cc: Shelly Estes; Andrew J. Manie
Subject: RE: Stay-At-Home Home Health Care (1989/002)

Mr. Karim,

Thank you for taking the time to speak with me yesterday to explain how Atlantis Health System will return $100,000 of Stay-At-Home Home Health's money.

During our telephone conference, you stated that you would provide me with an explanation, in writing, of exactly how my client's funds would be returned by Atlantis Health System. You stated that you would prepare a letter to the escrow agent authorizing release of $25,000 to my client on December 30, 2016, in accordance with the escrow agreement. You further stated that you would ensure that the remainder, $75,000, is wired into my client's account on December 30, 2016. We discussed that the wire transfer be initiated on December 29, 2016, since it takes 24 hours for the funds to actually reach my client's account.

EXHIBIT
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Barbara Swims is the contact person at the Vose Law Firm, the escrow agent. Any writing regarding authorization for release of the $25,000 back to my client, should be addressed to her. Her phone number is (407) 645-3735, ext. 24. Her e-mail is bswims@voselaw.com.

Please provide me with a written detailed plan regarding the return of the $100,000 as soon as possible. Once received, I can provide you with the account information necessary to complete the wire transfer of $75,000 to my client.

Thank you.

Respectfully,

Michelle L. Bedoya
Attorney
The Health Law Firm
1101 Douglas Avenue
Altamonte Springs, Florida 32714
Phone: (407) 331-6620
Fax: (407) 331-3030
mbedoya@TheHealthLawFirm.com

Website | Blog | Facebook | Twitter

-----Original Message-----
From: Michelle Bedoya
Sent: Monday, December 12, 2016 9:40 AM
To: 'S. Ali Karim'
Cc: Shelly Estes
Subject: RE: Stay-At-Home Home Health Care (1989/002)

I will call you at 4:00 p.m. Thank you.

Respectfully,

Michelle L. Bedoya

Michelle L. Bedoya
Attorney
The Health Law Firm
1101 Douglas Avenue
Altamonte Springs, Florida 32714
Phone: (407) 331-6620
Fax: (407) 331-3030
mbedoya@TheHealthLawFirm.com

Website | Blog | Facebook | Twitter

-----Original Message-----
From: S. Ali Karim [mailto:a.karim@atlantishg.com]
Sent: Monday, December 12, 2016 9:38 AM
To: Michelle Bedoya
Subject: RE: Stay-At-Home Home Health Care (1989/002)

Great. How about anytime after 345pm EST?

S. Ali Karim
(m) 312.818.9193
(f) 888.519.3446
(e) a.karim @ atlantishg . com
www . atlantishg . com

-----Original Message-----
From: Michelle Bedoya [mailto:mbedoya@thehealthlawfirm.com]
Sent: Monday, December 12, 2016 9:35 AM
To: S. Ali Karim
Subject: Re: Stay-At-Home Home Health Care (1989/002)

I'm available anytime this afternoon. What time works for you?

Sent from my iPhone

> On Dec 12, 2016, at 9:32 AM, S. Ali Karim <a.karim@atlantishg.com> wrote:
>
> Hi Michelle, I got swamped on Friday and wasn't able to get back to
> you. How is your availability today or tomorrow?
>
>
> S. Ali Karim
> (m) 312.818.9193
> (f) 888.519.3446
> (e) a.karim @ atlantishg . com
> www . atlantishg . com
>
>
> -----Original Message-----
> From: Michelle Bedoya [mailto:mbedoya@thehealthlawfirm.com]
> Sent: Friday, December 09, 2016 9:51 AM
> To: S. Ali Karim
> Subject: Re: Stay-At-Home Home Health Care (1989/002)
>
> I apologize for getting back to you just now. I've been out of town
> for a hearing. I am available this afternoon to speak at 4:00 p.m.
> EST. Does that time work for you?
>
> Michelle Bedoya
>
>> On Dec 6, 2016, at 1:04 AM, S. Ali Karim <a.karim@atlantishg.com> wrote:
>>
>> Hi Michelle, sure, I'm generally available on Friday, and especially
>> good on Friday morning EST. How is approximately 9am or 10am EST?
>>
>> Best,
>> Ali
>>
>>
>> S. Ali Karim
>> (m) 312.818.9193
>> (f) 888.519.3446
>> (e) a.karim @ atlantishg . com
>> www . atlantishg . com
>>
>>
>>
>> -----Original Message-----
>> From: Michelle Bedoya [mailto:mbedoya@thehealthlawfirm.com]
>> Sent: Tuesday, December 06, 2016 12:49 AM
>> To: S. Ali Karim; Christopher E. Brown
>> Cc: Shelly Estes
>> Subject: Re: Stay-At-Home Home Health Care (1989/002)
>>
>> ?Ali,
>>
>>

>> I am currently out of the office. May we set an appointment to speak
>> on Friday afternoon? Please let me know.
>>
>>
>> Thank you.
>>
>>
>> Michelle
>>
>> ________________________________
>> From: S. Ali Karim <a.karim@atlantishg.com>
>> Sent: Monday, December 5, 2016 8:02 AM
>> To: Christopher E. Brown; Michelle Bedoya
>> Subject: RE: Stay-At-Home Home Health Care (1989/002)
>>
>> Chris and Michelle, can we talk late morning today to go over next steps?
>> Please let me know. Sorry I couldn't call last week as I had planned
>> on doing so but couldn't.
>>
>> Thanks,
>> Ali
>>
>> S. Ali Karim
>> (m) 312.818.9193
>> (f) 888.519.3446
>> (e) a.karim @ atlantishg . com
>> www . atlantishg . com
>> [Logo-AHG-AI_05_Small]
>>
>> From: Christopher E. Brown [mailto:cbrown@thehealthlawfirm.com]
>> Sent: Tuesday, November 29, 2016 3:25 PM
>> To: S. Ali Karim
>> Cc: Stay-At-Home Home Health Care; Michelle Bedoya; Brian Z. Katzman;
>> y.shareef@atlantishg.com
>> Subject: Stay-At-Home Home Health Care (1989/002)
>>
>> Mr. Karim:
>>
>> I am writing in follow-up to my numerous attempts to communicate with
>> you about your company's return of my client's money.
>>
>> As you know, Atlantis Health System is currently holding $100,000 of
>> Stay-At-Home Home Health's money, to which it has no entitlement to.
>> This amounts to civil theft in the State of Florida. Your company
>> has been put on notice of this fact.
>>
>> While we previously discussed your company's return of this money
>> through a "closing" on December 30, 2016, we have yet to receive any
>> confirmation of this in writing. Additionally, we will require that
>> the outstanding money be immediately placed in the joint escrow
>> account
> with the Vose Law Firm.

>>
>> Please contact me immediately so that we may discuss this matter further.
>> If I am not immediately available, please ask to speak with Michelle
>> Bedoya, another attorney with this firm familiar with Stay-At-Home's
>> matter. If neither Michelle nor I hear from you by the close of
>> business this week, we will assume it is your company's intent to
>> keep the outstanding money and proceed accordingly.
>>
>> Christopher E. Brown
>> Christopher E. Brown
>> Attorney
>> THE HEALTH LAW FIRM
>> 1101 Douglas Avenue
>> Altamonte Springs, Florida 32714
>> Telephone: (407) 331-6620
>> Telefax: (407) 331-3030
>>
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>> <http://twitter.com/#!/HealthLawFirm>
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