IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR MARTIN COUNTY, FLORIDA

IVOX SOLUTIONS, LLC, a Florida limited liability company,

Plaintiff,

vs.

MATTHEW BROWN & ASSOCIATES, INC., a Florida for profit corporation d/b/a ELITE PAYROLL SOLUTIONS,

Defendant.
_____/

Case No.: 2021-CA-219
Judge: MCNICHOLAS

SECOND AMENDED COMPLAINT

COMES NOW, the Plaintiff, IVOX SOLUTIONS, LLC, a Florida limited liability company (hereinafter "IVOX") and files this its Second Amended Complaint against the Defendant, MATTHEW BROWN & ASSOCIATES, INC, a Florida for profit corporation d/b/a ELITE PAYROLL SOLUTIONS (hereinafter "ELITE"), and alleges the following;

PARTIES, VENUE AND JURISDICTION

1. This is a matter involving a claim for damages in excess of $30,000.00, exclusive of interest, attorney's fees, and costs.
2. IVOX is a limited liability company organized under the laws of Florida and is otherwise sui juris.

3. ELITE is a Florida for profit company organized under the laws of Florida, that is located in and does business in Palm City, Martin County, Florida, and is otherwise sui juris.

4. Venue is proper in this Court as the Defendants resides or is located within Martin County, Florida, some or all of the events that gave rise to these causes of action occurred within Martin County, Florida, and the written contract entered into by the Parties states that "venue shall be in the applicable Court in Martin County, Florida." (*See Section X.G. of the Contract attached hereto as "Exhibit A".*)

GENERAL ALLEGATIONS

5. On July 1, 2015, IVOX and ELITE entered into a written contract, (hereinafter "Contract"; attached hereto as "Exhibit A") whereby ELITE would provide employees to IVOX to conduct work for IVOX. **Plaintiff does not have a complete copy of the contract entered into by the parties but attaches the only one provided to it by Defendant after demand.**

6. The Contract also required ELITE provide worker's compensation insurance, pay employment taxes, and provided and pay for employee healthcare for the employees provided to IVOX; these other expenses hereinafter referred to as "Employment Expenses".

7. The representations made to IVOX by ELITE were that IVOX, by having ELITE provide IVOX its employees IVOX would save lots of money because the employees would be provided at lower unemployment rates, insurance rates, etc. because the ELITE could get better rates on these types of employee expenses than IVOX could.

8. It was a material representation made to IVOX that it would be paying the rates that ELITE paid for the employees for those types of expenses, and ELITE was aware that IVOX was signing the Contract in order to realize those savings.

9. The representation was that ELITE would pass on the "Employment Expenses" to IVOX at the actual cost, and ELITE then made its profit by charging IVOX an administrative fee based off of those actual costs.

10. Pursuant to the Contract there would be a "Fee Schedule" attached to the Contract as Exhibit A thereto.

11. No such Exhibit A was provided to IVOX until February 2, 2021 and attached hereto as "Exhibit B" is, what ELITE called "Ivox Rate Table (2019)".

12. IVOX does not have any Rate Tables for 2015, 2016, 2017 or 2018 but believe that these would exist but are in ELITE's possession.

13. IVOX does not believe that the document attached hereto as "Exhibit B" is an authentic document. More specifically IVOX believes that the document was created well after 2019 and done so in order to align with the rates ELITE actually charged the IVOX in 2019 and not the amount that ELTIE was supposed to be charging IVOX.

14. ELITE would bill IVOX for the time the employees worked and for the other related Employment Expenses.

15. As stated above, the Employment Expenses were to be charged at cost to IVOX.

16. Pursuant to the Contract, ELITE would charge IVOX an administrative fee based upon a percentage of the service provided.

17. IVOX would then remit payment to ELITE for the employee wages and Employment Expenses along with the administrative fee due to ELITE.

18. IVOX and ELITE continued their business relationship from July 1, 2015 when the Contract was signed until the spring of 2020.

19. It was not until after the termination of the Parties' business relationship that IVOX learned that ELITE had been overcharging IVOX during the course of at least the last FIVE (5) years of their business relationship.

20. IVOX learned that instead of ELITE charging IVOX the amount ELITE paid for state unemployment taxes for the provided employees, ELITE

was falsely reporting higher unemployment tax charges to IVOX than what ELITE was actually being charged and paying for unemployment taxes for employees provided to IVOX. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

21. Not only did ELITE charge IVOX more money for the state unemployment tax than what ELITE was actually paying, but ELITE also calculated its administrative fee off of this overpriced amount, essentially "double-dipping".

22. ELITE's position that the contract did not require that Employee Expenses be passed on to IVOX at cost is belied by the fact that they hid their decision to charge more than actual cost for the state unemployment taxes. If ELITE and IVOX had knowingly agreed that ELITE could charge more than actual costs for employees, then why not just provide invoices with correct tax information and show an upcharge or fee in addition to the tax actually paid?

23. IVOX also learned, after the fact, that ELITE was not providing the correct income information for at least some of the employees to the Social Security Administration.

24. Since leaving ELITE, IVOX has been made aware that ELITE was not providing any payroll information or was underreporting some employees' income information to the Social Security Administration, and now that some of those affected employees are with IVOX they are asking IVOX to correct the problem.

25. Since these employees were employees of ELITE at the time that ELITE was underreporting (or possibly not reporting at all) the employee income, only ELITE can correct the problem; however, IVOX is now in the position of having to deal with the fallout of ELITE'S improper payroll practices. These affected employees are finding out that their social security money in the future may not reflect their actual income and therefore they will not receive as large a check.

26. Through its actions, ELITE was not only overcharging IVOX for the actual costs of the employees, but ELITE also overcharged IVOX by then basing its administrative fee off of this improper, inflated number.

27. IVOX, through undersigned counsel, sent ELITE a demand letter on November 18, 2020. *Attached hereto as "Exhibit D".*

28. IVOX has hired the undersigned counsel and has agreed to pay him a reasonable fee for his services.

29. All conditions precedent to the filing of this lawsuit have either occurred or have been waived.

30. Pursuant to the Contract, "[i]n the event of any lawsuit or proceeding to enforce the provisions of this Agreement, any party who shall substantially prevail in such litigation shall be entitle to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.

COUNT I – UNJUST ENRICHMENT

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Unjust Enrichment, in the alternative to its Breach of Contract Claim, and alleges as follows;

31. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

32. ELITE provided employment services to IVOX and it was agreed that ELITE would bill IVOX pursuant to the Contract.

33. There is an issue as to whether the contract as provided thus far is an enforceable contract given that IVOX has never been provided the "Fee Schedules" that were the basis of the compensation ELITE was to receive.

34. ELITE was to pass on its actual costs incurred to employ the employees that did work for IVOX and then add an administrative fee on that actual cost.

35. ELITE provided the employment services to IVOX as agreed, however, ELITE routinely overcharged IVOX for the services provided, such as the employee state unemployment taxes. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

36. ELITE, as part of providing employment services to IVOX, was required to only include the actual costs of these employees including unemployment taxes in what it charged IVOX.

37. ELITE was to pass on the unemployment taxes to IVOX as part of the cost of the employees provided. This number would then be added to the overall amount that ELITE would then base its administrative fee on.

38. After the end of ELITE and IVOX's business relationship ended, IVOX learned that ELITE was routinely overcharging IVOX for the unemployment taxes for the employees provided to IVOX, ELITE as well then based its administrative fee off of this artificially and improperly elevated number.

39. ELITE's action caused IVOX to not only overpay ELITE for the unemployment taxes related to the employees provided to IVOX, but also overpay ELITE by paying the administrative fee ELITE was charging calculated off an improperly heightened amount.

40. IVOX conferred a benefit upon ELITE by paying ELITE for the employees provided to IVOX.

41. IVOX conferred a benefit over and above what ELITE was rightfully due for the services and benefit that ELITE provided to IVOX.

42. ELITE is and was aware of these benefits being provided to it.

43. ELITE accepted the benefits conferred upon it by IVOX and has retained those benefits.

44. The circumstances are such that it would be inequitable for ELITE to retain the benefits conferred upon it without having provided the agreed upon services for same.

WHEREFORE, the Plaintiff, IVOX, requests this Court enter a Judgment against the Defendant, ELITE, for damages, prejudgment interest, interest, the reimbursement of reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT II – BREACH OF CONTRACT

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Breach of Contract and alleges as follows;

45. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

46. Attached hereto as "Exhibit A" is the Contract entered into by IVOX and ELITE.

47. Pursuant to the Contract between IVOX and ELITE, ELITE "leased" employees to IVOX and handled paying the expenses associated with employment of the individuals working for IVOX.

48. ELITE provided employment services to IVOX and it was agreed that ELITE would bill IVOX pursuant to the Contract.

49. ELITE provided the employment services to IVOX as agreed, however, ELITE routinely overcharged IVOX for the services provided.

50. ELITE, as part of providing employment services to IVOX, was required to not only pay the paychecks of the employees but also the other Employment Expenses for the employees, which included, but was not limited to, state unemployment taxes.

51. These Employment Expenses, such as state unemployment taxes or social security payments, were to be charged to IVOX by ELITE at cost for ELITE to then pay to the correct charging agency.

52. ELITE was to pass on these Employment Expenses to IVOX at cost as part of the cost of the employees provided. This actual cost numbers would then be added together to form the overall amount that ELITE would then base its administrative fee on.

53. After the end of ELITE and IVOX's business relationship ended, IVOX learned that ELITE was routinely overcharging IVOX for the payroll taxes for the employees provided to IVOX, ELITE then also based its contractual administrative fee off of this artificially and improperly elevated number. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

54. ELITE's action caused IVOX to not only overpay ELITE for the state employment taxes related to the employees provided to IVOX, but also overpay ELITE by paying the contractual administrative fee calculated off an improperly heightened amount.

55. Until such time as ELITE provides the actual "Fee Schedules" as called for in the Contract the amount of the damages suffered may be different than calculated thus far.

56. ELITE breached the agreement between IVOX and ELITE when it intentionally overcharged IVOX.

57. IVOX has been damaged by this breach.

WHEREFORE, the Plaintiff, IVOX, requests this Court enter a Judgment against the Defendant, ELITE, for damages, prejudgment interest, interest, reimbursement of reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT III – FRAUD

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Fraud and alleges as follows;

58. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

59. IVOX and ELITE entered into the Contract attached hereto as "Exhibit A", the terms of which governed their agreement and included the way in which ELITE would bill IVOX.

60. It is believed that after IVOX entered into the Contract and the Parties' business relationship progressed, ELITE changed the way in which it billed IVOX for the same service.

61. Under the Contract, ELITE was to provide employees to IVOX and IVOX would in return pay the employee payroll and other costs of employment (such as unemployment taxes)(those other costs of employment collectively referred to as "Employment Expenses") for the employees provided by ELITE to IVOX.

62. ELITE was to bill IVOX only the actual costs from employee payroll and the Employment Expenses.

63. ELITE then based its administrative fee off of the actual costs it billed IVOX, the administrative fee being ELITE's compensation.

64. IVOX believes that at some point after entering into the Contract, ELITE began to overcharge IVOX for the costs of employment for the employees provided to IVOX.

65. ELITE would also base its administrative fee off of these artificially inflated costs for employment that it was charging IVOX, "double-dipping" on its overcharging.

66. A material representation from ELITE was the amount that ELITE was being charged (and in turn charging IVOX) for the "leased" employees' Employment Expenses and payroll.

67. These amounts were material to the Contract and the service that ELITE was providing to IVOX because, not only were they the amounts that it cost for IVOX to have these employees staffed and working for IVOX, but these costs of employment also have a direct bearing on what IVOX was required to pay ELITE as ELITE's administrative fee under the Contract.

68. ELITE knowingly and intentionally misrepresented these material facts when it overcharged IVOX for the costs of the employees provided to IVOX, charging IVOX a higher price for the employees' unemployment taxes than what ELITE was actually paying. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

69. ELITE knew of its misrepresentations to IVOX when they were made because ELITE was responsible for passing on the gross costs that ELITE paid as a result of the employees provided to IVOX.

70. ELITE made these false representations to IVOX with the intention of IVOX relying on them so that IVOX would not only provide ELITE with more funds than it actually cost to employee the employees, but so that ELITE's administrative fee was artificially higher than what it actually was meaning more profit than what ELITE was actually due.

71. IVOX justifiably relied on these misrepresentations by ELITE because it had no reason to believe that ELITE would misrepresent these material facts to IVOX, and because the Contract and agreement between the Parties created a fiduciary relationship and duty owed to IVOX by ELITE.

72. At the time that ELITE made these misrepresentations to IVOX it knew these representations to be false.

73. IVOX reasonably relied on the representations of ELITE to its detriment by paying ELITE more money than ELITE was due for the same services provided.

74. IVOX has been damaged by the misrepresentations of ELITE.

WHEREFORE, the Plaintiff, IVOX, demands this Court enter a Judgment against the Defendant, ELITE, for damages, prejudgment interest, interest, reimbursement of reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT IV – FRAUD IN THE INDUCEMENT

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Fraud in the Inducement and alleges as follows;

75. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

76. IVOX and ELITE entered into the Contract attached hereto as "Exhibit A", the terms of which governed their agreement and included the way in which ELITE would bill IVOX.

77. ELITE represented to IVOX that if ELITE were allowed to provide IVOX its employees, that IVOX would save lots of money because ELITE, given the number of employees it had, paid lower rates than IVOX for things such as workers compensation insurance and/or unemployment taxes.

78. ELITE represented that it would pass these savings onto IVOX and that IVOX would then only pay an administrative fee to ELITE, and that what ELITE would charge IVOX all together was still low enough that it was cheaper for IVOX to get its employees from ELITE rather than keep them in house.

79. This representation of savings to IVOX was a material representation made by ELITE and was false when made.

80. ELITE made this false representation to IVOX in order to induce IVOX to enter into a contract with ELITE.

81. IVOX was in fact induced by this false representation of savings by ELITE and signed the Contract attached hereto as "Exhibit A".

82. ELITE began to intentionally overcharge IVOX for the costs of employment for the employees provided to IVOX. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

83. ELITE then used these intentionally and artificially inflated costs of employment to then calculate its administrative fee that ELITE then charged to IVOX.

84. These costs were material to the Contract and the service that ELITE was providing to IVOX because, not only were they the amounts that it cost for IVOX to have these employees staffed and working for IVOX, but these costs of employment also have a direct bearing on what IVOX was required to pay ELITE under the Contract.

85. ELITE misrepresented these material facts when it overcharged IVOX for the costs of the employees provided to IVOX, specifically charging

IVOX a higher price for the employees' unemployment taxes than what ELITE was actually paying. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

86. ELITE made these false representations to IVOX with the intention of IVOX relying on them so that IVOX would be induced to enter into the Contract, to also provide ELITE with more funds than it actually cost to employee the employees, and so that ELITE's administrative fee would be artificially higher than what it actually was supposed to be.

87. IVOX justifiably relied on these misrepresentations by ELITE because it had no reason to believe that ELITE would misrepresent these material facts to IVOX and because the Contract and agreement between the Parties created a fiduciary relationship and duty owed to IVOX by ELITE.

88. At the time that ELITE made these misrepresentations to IVOX it knew these representations to be false.

89. ELITE knowingly made these misrepresentations to IVOX to induce IVOX into entering into the Contract and the agreement with ELITE.

90. IVOX relied on the representations of ELITE to its detriment by entering into the Contract and paying ELITE more money than ELITE was due for the services that ELITE provided.

91. IVOX has been damaged by the fraudulent misrepresentations of ELITE.

WHEREFORE, the Plaintiff, IVOX, demands this Court enter a Judgment against the Defendant, ELITE, for damages, prejudgment interest, interest, reimbursement of reasonable attorney's fees and costs and for such other and further relief as this Court deems just and proper.

COUNT V – PROMISSORY ESTOPPEL

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Promissory Estoppel and alleges as follows;

92. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

93. ELITE provided employment services to IVOX and it was agreed that ELITE would bill IVOX pursuant to the Contract (attached hereto as "Exhibit A").

94. There is an issue as to whether the Contract as provided thus far is an enforceable contract given that IVOX has never been provided the "Fee Schedules" that were the basis of the compensation ELITE was to receive.

95. ELITE was to pass on its actual costs incurred by employing the "leased" employees to IVOX, and then add an administrative fee based off of the actual costs of the employees.

96. ELITE has not provided IVOX with any authentic Fee Schedules and, therefore, IVOX has overpaid for the employment services that ELITE promised to provide at cost plus an admirative fee.

97. ELITE's promise to provide employees at cost with an administrative fee based off the actual costs was a promise that ELITE should have reasonably expected to have caused IVOX to continue paying ELITE for the employees.

98. IVOX was induced to continue the relationship with ELITE based upon ELITE's promise to supply employees at cost plus its administrative fee.

99. ELITE was to pass on the actual unemployment taxes of the employees to IVOX as part of the cost of the employees provided. This number would then be added to the overall amount that ELITE would then calculate its administrative fee on.

100. After the end of ELITE and IVOX's business relationship, IVOX learned that ELITE was routinely overcharging IVOX for the unemployment taxes for the employees provided to IVOX, ELITE as well then based its administrative fee off of this artificially and improperly elevated number.

See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.

101. ELITE's failure to perform according to its promise caused IVOX damages.

102. The circumstances are such that it would be inequitable for ELITE to retain the benefits conferred upon them without having provided the agreed upon services for lower rates as promised.

WHEREFORE, the Plaintiff, IVOX, requests this Court enter a Judgment against the Defendant, ELITE, for damages, prejudgment interest, interest, the reimbursement of reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT VI – VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

COMES NOW, the Plaintiff, IVOX, and sues the Defendant, ELITE, for Promissory Estoppel and alleges as follows;

103. IVOX reasserts and re-alleges its allegations in paragraphs 1 through 30 above as though more fully set forth herein.

104. IVOX is a "Consumer" as defined by Fla. Stat. § 501.203(7).

105. ELITE committed unfair, unconscionable, and/or deceptive acts or practices against IVOX that damaged IVOX.

106. More specifically, ELITE approached IVOX and enticed IVOX to use its employee "leasing" services by telling IVOX that ELITE would charge IVOX the actual costs of employing the employees, plus an administrative fee based off of the actual costs of employing the employees.

107. ELITE represented to IVOX that it would charge IVOX the actual costs of employing the employees used by IVOX, i.e. - the employees' payroll and other Employment Expenses (including, but not limited to, state unemployment tax for the employees).

108. ELITE represented to IVOX that the administrative fee that it would charge IVOX as its compensation for its services would be calculated off of the actual costs that ELITE was charging IVOX for the employees' employment by IVOX.

109. ELITE's promise to charge IVOX only the actual costs of employment of the employees and to base its administrative fee off of the actual costs of employment was the basis and material terms of their agreement.

110. ELITE used unfair, unconscionable, and/or deceptive practices when it represented to IVOX that it was only charging IVOX the actual costs to

employee the employees, when in fact ELITE was over-reporting the costs to employ the employees, such as over-reporting the state unemployment tax for the employees, thereby overcharging IVOX for the costs of the employees and in turn falsely increasing the costs that ELITE used to calculate its administrative fee. *See the attached "Composite Exhibit C" that reflects the amount charged to IVOX by ELITE that IVOX later learned to be a higher amount than what ELITE was actually being charged and paying for the employees' state unemployment taxes.*

111. Alternatively, even if the terms of the contract do not require that Employee Expenses be passed on to IVOX at cost, it is clearly unfair and deceptive for ELITE to charge greater than the cost actually paid by ELITE without disclosing same.

112. ELITE's invoices that reflect an amount paid for state unemployment taxes that is not true is unfair and deceptive because it does not put IVOX on notice that IVOX is paying an increased fee to ELITE for the services provided. More specifically, ELITE's invoices make IVOX believe that the only area that ELITE is making money off the contract is with its Administrative Fee. The failure to honestly provide invoices reflecting actual taxes being paid is deceptive because customers like IVOX believe

that state taxes are not negotiable and therefore they would be incurring the same taxes even if they took back the employees.

113. IVOX has suffered actual damages as a result of ELITE's violation of Florida's Deceptive and Unfair Trade Practices Act.

114. IVOX has hired the undersigned counsel and agreed to pay him a reasonable fee for his services.

115. Pursuant to Fla. Stat. § 501.2105, the prevailing party in any civil litigation resulting from an act or practice involving a violation of this party may receive its reasonable attorney's fees and costs from the nonprevailing party.

WHEREFORE, the Plaintiff respectfully requests that this Court enter a judgment in its favor for damages, prejudgment interest, interest, reimbursement of reasonable attorney's fees and costs, and for such other and further relief that this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via through E-Portal to: Michael A. Holt, Esquire, mhot@fisherphillips.com and Garrett S. Kamen, Esquire, gkamen@fisherphillips.com on this 6th day of June, 2023.

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/s/ *John Madden*
John W. Madden, Esq.
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EXHIBIT A

ELITE
PAYROLL SOLUTIONS

CO-EMPLOYMENT

PROPOSAL TO

Ivox Solutions, LLC

July 13, 2015

Presented by

Chris Brown

Service Agreement
Elite Payroll Solutions

PARTIES

This Agreement is entered into on 7-1-15 by and between Matthew Brown & Associates, Inc. d/b/a Elite Payroll Solutions, a Florida corporation (hereafter referred to as "EPS"), and IVOX SOLUTIONS, LLC (hereafter referred to as "Client"), whose respective addresses are set forth on the signature page of this Agreement.

I. UNDERSTANDING

The purpose of this Agreement is to set forth the understanding of the parties with regard to the obligations and responsibilities of the parties in this professional employer organization (also known as employee leasing) contractual relationship.

II. TERM OF AGREEMENT

The initial term of this Agreement shall be 24 months (the "Initial Term"). Following the completion of the Initial Term, this Agreement shall automatically renew and remain in full force and effect for additional terms of 12 months. Termination by either party shall be ninety (90) days written notice to the other party by delivering notice of termination as specified in Section IX below. In addition, Advantage may at any time immediately terminate this Agreement or withhold its employees' services in the event of a material breach by Client of any of the terms of this Agreement or upon the occurrence of any of the events set forth in Section IX below. Termination or expiration of this Agreement shall not affect the continuation of any outstanding obligation or liability incurred by either party during the term of this Agreement.

III. ASSIGNED EMPLOYEES

A. EPS agrees to furnish to Client employees to perform job functions identified by workers' compensation code classifications. Client warrants that the list of workers' compensation classifications, as set forth on Exhibit A, is accurate and complete and that employees performing these job functions do so at the location specified in this Agreement as Client's address or at such other location as are set forth on Exhibit A. Client understands and agrees that prior written approval must be obtained from EPS and EPS's workers' compensation carrier prior to the addition of any workers' compensation classification or location to this Agreement.

B. EPS retains the right to change the classification codes, where necessary, to comply with the guidelines set forth by the National Council on Compensation Insurance (NCCI) or applicable state regulatory agency.

C. Client expressly agrees and understands that no employee shall become employed by EPS, covered by EPS's workers' compensation insurance or any other benefit or term and condition of employment, or issued a payroll check, unless the individual has completed Form I-9 for EPS, and prior to commencing work for EPS, completed EPS's employment application, and W-4 withholding form. The employment application and W-4 withholding form must be delivered to EPS before the employee commences employment. EPS shall not be considered an employer for any employee until that individual completes these application and withholding forms (and Form I-9 as required by law) and Client is notified that the employee has been hired by EPS as an assigned employee.

IV. EPS'S RESPONSIBILITIES PURSUANT TO THIS AGREEMENT

A. EPS shall have sufficient authority so as to maintain a right of direction and control over assigned employees assigned to Client's location, and shall retain authority to hire, terminate, discipline and reassign assigned employees.

B. EPS assumes responsibility for the payment of wages to the assigned employees without regard to payments by Client to EPS. In the event Client does not pay EPS for all services rendered, EPS may pay assigned employees at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act. This provision in no way affects the obligation of Client to pay EPS for all services rendered and in no way affects the obligations of Client pursuant to state and federal law, including but not limited to the requirement to pay all assigned employees their regular rate of pay through EPS (or directly, if otherwise required by law).

C. EPS shall prepare and distribute payroll checks to assigned employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax. EPS shall maintain necessary records and comply with reporting procedures and EPS assumes full responsibility for the payment of payroll taxes and collection of taxes from payroll on assigned employees.

D. EPS shall secure workers' compensation coverage in such amounts as is required by applicable law. Should Client perform work in a state which allows Client to maintain its own workers' compensation policy and should EPS agree to allow Client to maintain its own workers' compensation policy, EPS shall be named as an additional insured on such policy or policies. In addition, in such situations where Client maintains its own workers' compensation policy, and where allowed by law, Client shall at no time directly pay any workers' compensation premiums but shall instead, at least fourteen (14) days prior to the premium due date, remit to EPS by ACH wire transfer, or submit a cashier's check by overnight mail, next day delivery service, sufficient to cover the premium due from Client in order for EPS to submit these funds to the carrier. EPS shall have no responsibility in such situations where Client retains its own workers' compensation policy other than to remit to the carrier such payments as Client forwards to EPS.

E. EPS reserves a right of direction and control over management of safety, risk, and hazard control at the work site or sites affecting its assigned employees, including, with regard to assigned employees: responsibility for performing safety inspections of client equipment and premises; responsibility for the promulgation and administration of employment and safety policies; and responsibility for the management of workers' compensation claims, claims filings, and related procedures; however, Client acknowledges that EPS in either providing or not providing such assistance and responsibility assumes no liability.

F. EPS shall provide, and Client and EPS shall adhere to, a drug free workplace program.

G. If applicable, EPS shall provide and administer the benefit programs set forth on Exhibit B beginning on the effective date specified on Exhibit B. An employee's available coverage and eligibility to participate in a given plan shall be governed by and subject to the terms and conditions of the plans offered by EPS. EPS and its applicable carrier reserve the right to change or substitute benefit plans or to implement cost increases. EPS shall provide at least TWENTY (20) days prior notice of any such change, substitution, or cost increase. Client shall have TWENTY (20) days following its receipt of notice from EPS regarding any such change, substitution, or cost increase to notify EPS of its termination of this Agreement. Such termination shall only occur after payment by Client of all sums owed EPS.

Init. _____

H. With respect to any group health plan maintained by EPS and set forth on Exhibit B which provides coverage to eligible assigned employees, EPS assumes responsibility for proper COBRA administration, subject to timely notification by Client of the occurrence of any "qualifying event". For these purposes any group health plan shall be maintained by EPS only if the contract is between EPS and the insurer. As of the effective date of this Agreement and only if assigned employees and Client participate in EPS's group health plan, EPS shall be responsible for current COBRA participants on Client's group health plan who are listed in Exhibit C, attached and incorporated herein by reference. Client warrants that all COBRA participants, at all times, were and remain eligible for coverage in accordance with federal law.

I. EPS maintains a right to issue its own employment policies covering assigned employees. EPS shall comply with all applicable employment-related local, state and federal laws, ordinances, and regulations with respect to its performance under this Agreement.

J. EPS shall notify, in writing, all assigned employees of the inception and termination of this Agreement.

V. CLIENT RESPONSIBILITIES

A. Client shall retain sufficient direction and control over the workplace and over the assigned employees as is necessary to supervise all day-to-day work activities of the assigned employees. In addition, Client shall retain sufficient direction and control over the workplace as is necessary to conduct Client's business and without which Client would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Client. Such authority maintained by Client shall include the right to accept or cancel the assignment of any assigned employee.

B. Client shall make any and all strategic, operational, and all other business-related decisions regarding Client's business. Such decisions and related outcomes shall exclusively be the responsibility of Client and EPS shall bear neither responsibility nor liability for any actions or inactions by Client or by any assigned employee. Additionally, Client shall have sole and exclusive control over the day-to-day job duties of all assigned employees and EPS shall have no responsibilities with regard to the assigned employees' performance of such day-to-day job duties. Furthermore, EPS shall have no control over the job site at which, or from which, assigned employees perform their services. Control over the day-to-day job duties of assigned employees and over the job site at which, or from which, assigned employees perform their services is solely and exclusively assigned to Client. Client expressly absolves EPS of control over the day-to-day job duties of the assigned employees and over the job site at which, or from which, assigned employees perform their services.

C. At the end of each pay period, Client shall obtain and provide to EPS all records of actual time worked by each assigned employee, the status of the assigned employee as either exempt or nonexempt, and verify that this information is accurate and in compliance with the requirements of the Fair Labor Standards Act, other laws administered by the U.S. Department of Labor's Wage and Hour Division, and any applicable state law. Unless otherwise provided to Client by EPS in writing, Client shall submit all time records for a given pay period no later than TWO (2) business days prior to the date paychecks are to be distributed to assigned employees. If Client fails to provide the necessary information as required, or submits changes to the information previously reported on time, the delivery of payroll checks by EPS will be delayed and Client may be billed an out of cycle processing charge in the amount of $20.00 per payroll, plus any out-of-cycle shipping charges. Client shall be solely responsible for incorrect, improper or fraudulent records of hours worked and for improper classification of assigned employees.

D. Client also represents and warrants that all wages (including bonuses) paid to any assigned employee are to be paid through EPS and that any such assigned employees will receive no additional wages in any form from Client. Client agrees it will be solely responsible for damages of any nature arising out of Client's failure to report to EPS the payment to an assigned employee of any remuneration for services rendered for Client. In addition, EPS shall not be considered to be an employer of any individual for whom required payroll information is not supplied during any payroll period (except as may be required by law). Client assumes full responsibility for workers' compensation claims, benefit claims (including but not limited to health insurance claims and pension claims), tax obligations, employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining in any way to any individual for whom payroll information is not supplied during any payroll period (except as may be required by law), or who is paid in whole or in part by Client, as an employee, independent contractor, or in any other capacity. In no event will any independent contractor be covered by EPS's workers' compensation policy.

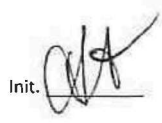
E. Where required by law or regulation, EPS shall have the right to use Client's state identification numbers for unemployment tax reporting purposes. In such states, Client shall provide EPS with its state identification number used for reporting state unemployment insurance, and shall forward all state unemployment information and notices to EPS within FIVE (5) business days of receipt. In the event applicable law affords EPS the option to report under Client's state identification number, EPS shall have, at its discretion, the right to do so. In the event EPS reports under its own number, then Client shall notify the state or states in which it operates that income withholding shall be reported under EPS's identification number.

F. While EPS shall retain a right of direction and control over the management of safety, risk and hazard control involving assigned employees performing work at Client work sites, as may be required by applicable local, state and federal laws, ordinances, and regulations, compliance with all applicable laws, ordinances, and regulations related to such matters is a responsibility of Client. At its own expense, Client shall provide a suitable place of employment for all assigned employees, which shall comply with all applicable local, state and/or federal laws, ordinances, and regulations related to occupational health and safety, and Client agrees to provide all facilities, supplies, equipment, training and all other necessary items that may be required by assigned employees to perform the employee services. Client represents that its working environment, equipment, machinery, supplies and training for existing employees currently meet all state and federal OSHA standards and that they will be maintained in compliance with such standards during the duration of this Agreement. Client is responsible for compliance with safe work practices and the use of protective equipment imposed by controlling federal, state and local government, as well as any required by EPS's workers' compensation carrier. Client is also responsible to comply with all applicable laws, ordinances, and regulations related to environmental, equipment, machinery and all other matters affecting assigned employee safety. Client further agrees to comply with any EPS workers' compensation light-duty requirements as directed by EPS, including reinstatement of assigned employees in a light-duty capacity, and shall comply with such Drug Free Workplace Act policies, if any, as may be implemented by EPS. Such Client light-duty obligations shall survive termination or expiration of this Agreement.

G. Client shall comply with any and all safety requirements and recommendations made by EPS. Client also shall establish and maintain a safety program in accordance with state and/or federal laws and regulations, along with any committees, programs, policies, plans and training required under state and/or federal laws and regulations pertinent to professional employer organizations and their clients.

H. If an assigned employee is injured, Client shall immediately report the accident and injury to EPS, and shall cooperate in conducting any investigation related to the accident. If Client fails to accommodate any assigned employee released for light-duty assignment, then Client shall pay to EPS all workers' compensation wages disbursed to such assigned employees which should have been paid in the form of earned wages for performing light-duty services. In the event Client or any assigned employee fails to notify EPS within FORTY-EIGHT (48) hours following a work-related accident or injury, Client shall immediately reimburse EPS for any fees or penalties imposed by EPS's insurance carriers or any state or federal agency.

I. Client acknowledges that EPS maintains for eligible assigned employees only the employee benefit plans set forth in this Agreement. Any other employee benefit plans maintained by Client, regardless of whether they provide a benefit to the assigned employees, shall be the sole responsibility of the Client, and shall not duplicate or otherwise conflict with the benefits provided by EPS. Client will provide to EPS, written statements of its policies regarding all employee benefit programs related to assigned employees. Such policies will comply with all local, state, and/or federal, governmental laws, ordinances, and regulations.

Init. 

J. Client retains all obligations for the continuation of coverage for any current COBRA participants as well as for any and all eligible employees at the time of termination or expiration of this Agreement if group health insurance is not provided to assigned employees pursuant to this Agreement. If EPS's group health insurance coverage has been accepted pursuant to this Agreement, upon termination or expiration of this Agreement, for any reason, Client shall obtain group health insurance coverage for all former assigned employees, and shall assume from EPS all responsibility and obligation for the continuation of coverage for any COBRA participants listed in Exhibit C, as well as for any and all eligible assigned employees at the time of termination or expiration of the Agreement for the remainder of their COBRA eligibility period. In the event Client fails to provide said group health insurance, Client shall pay an administrative fee to EPS in the amount of FIVE HUNDRED and NO/100 ($500.00) dollars per month (this sum is in addition to the premium payment payable by the applicable employee and/or family member/dependent), per former assigned employee who is a COBRA participant (the fee shall also be applicable for a family member/dependent who is receiving COBRA benefits through EPS where the former assigned employee is not receiving COBRA benefits) under EPS's plans. The Client acknowledges that this amount is reasonable to cover EPS's expense in extending continued health care coverage to the assigned employees and this amount is not a penalty. Nothing in this provision shall be construed or interpreted as precluding or limiting EPS's right to pursue damages in a court of law or equity, which arose as a result of Client's failure to obtain and provide insurance as set forth herein.

K. Client shall immediately report to EPS all complaints, allegations or incidents of any tortuous misconduct or workplace safety violations, regardless of the source. This duty to report to EPS shall also include the duty to report all employment-related complaints, allegations, or incidents of employment misconduct, including but not limited to sexual harassment matters. Client shall provide to EPS complete and accurate disclosure of all circumstances surrounding such matters.

L. Client shall provide, at its own expense, reasonable access and accommodations as required by the Americans with Disabilities Act, and any regulations related thereto. In addition, Client shall comply with the guidelines and provisions of the Americans with Disabilities Act in its determinations of individuals it may request EPS to hire, promote, place at certain Client work location(s), or fire.

M. Client shall comply with the Worker Adjustment and Retraining Notification Act ("WARN"), and will give EPS at least SIXTY-FIVE (65) days' written notice prior to effecting any plant closing or requesting any mass lay-off as defined in WARN.

N. Client shall at all times comply with the Family and Medical Leave Act ("FMLA") and it is the Client's responsibility to reinstate eligible assigned employees, and in all other manner to comply with the FMLA. This provision shall survive termination or expiration of this Agreement.

O. Client shall abide by and comply with all other applicable employment-related laws, ordinances and regulations (local, state and federal), including, but not limited to, those related to discrimination based on race, sex, disability, color, age, national origin, religion, marital status and union status, as well as those laws governing sexual harassment, and/or discrimination.

P. If any assigned employee is required to be licensed, registered or certified under any Federal, State, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee services, then any such assigned employee shall be deemed to be an employee of Client for such purposes but shall remain an employee of EPS for unemployment and workers' compensation purposes. Client shall also be solely responsible for verifying such licensure and/or providing such required supervision.

Q. EPS does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any assigned employee. This Agreement in no way alters any responsibilities of Client which arise from Section 768.096, Florida Statutes, and Client assumes all responsibilities pursuant to Section 768.096, including, but not limited to, responsibility to perform any and all work history, reference checks and background checks on assigned employees.

R. Any and all Affirmative Action Plan program development, administration, tracking, and the like, shall be the exclusive responsibility of Client unless otherwise specifically stated herein.

S. Client shall notify, in writing, all assigned employees, of the inception and termination or expiration of this Agreement. Client shall also immediately upon termination or expiration of this Agreement notify all employees of the termination or expiration of this Agreement and inform them that they are no longer covered by EPS's workers' compensation policy.

T. Upon termination or expiration of this Agreement, Client shall continue sole responsibility for all accumulated, but unused, sick leave and vacation time for assigned employees.

VI. SERVICE FEES

A. For services to be rendered under this Agreement, EPS shall be entitled to a setup fee and service fee as specified on Exhibit A hereto titled "Fee Schedule." All funds due EPS are payable by wire transfer, ACH or Certified Funds prior to EPS's issuance of payroll checks each pay period and shall be paid to EPS following the end of each pay period, no later than TWO (2) business days prior to the date paychecks are to be distributed to assigned employees. A late payment charge of one and one-half percent (1-½%) will be added to all accounts not paid when due. Checks returned unpaid from Client's bank will be subject to the late payment charge plus any additional costs incurred by EPS or $100.00 per check returned, whichever is higher. An unpaid balance will also be subject to periodic charge of one and one-half percent (1-½%) per calendar month (or such maximum lesser interest amount if set by applicable law at a lower amount) until paid in full. EPS reserves the right to at any time terminate this Agreement if full payment is not made when due.

B. Should Client require additional services not included in this Agreement, the fee for any such additional services shall be negotiated and paid separately. The fees set forth on Exhibit A are subject to adjustment by EPS based upon changes in local, state and/or federal employment law, changes in insurance requirements or costs, costs directly attributable to Client or to assigned employees assigned to Client, or changes in Client's payroll. Upon written notification to Client from EPS of a fee adjustment, Client shall have the right to terminate this Agreement by giving notice of termination to EPS within FOURTEEN (14) days after receipt from EPS of a notice of a fee adjustment, and after payment of all funds owed to EPS by Client.

C. Should Client and EPS be agreeable to allowing Client to reimburse EPS by means other than a wire transfer, Client shall at all times maintain a prepayment with EPS in an amount equal to the total payroll and any direct and indirect costs related to that payroll for one average payroll period. These monies shall be maintained by EPS to help guarantee performance of all terms, covenants, and obligations of Client under this Agreement. If Client should fail to pay EPS any payment or any other funds when due, EPS may apply the prepayment to the amount due. EPS shall refund any remaining prepayment within TWENTY (20) days after the termination or expiration of this Agreement, provided Client has fulfilled all of its obligations under this Agreement.

VII. INDEMNIFICATIONS

A. Client will provide proof of comprehensive general liability insurance coverage for its operations and all employees, with a minimum limit of liability not less than one million ($1,000,000.00) dollars per occurrence. If any assigned employee will operate a vehicle owned or otherwise of any kind for Client, Client shall furnish liability insurance therefore against liability for bodily injury and property damage and against uninsured motorists, each with a minimum limit of liability no less than one million ($1,000,000.00) dollars. Such policies shall also include blanket contractual liability and personal injury liability coverage. In addition, if professional employees are assigned pursuant to this Agreement, professional liability coverage will be secured and maintained by Client with a limit of liability of no less than one million ($1,000,000.00) dollars. Client agrees, at its own expense, to include EPS as an additional named insured on all of Client's insurance policies, including without limitation professional liability policies and fidelity bonds. Client shall at the request of EPS deliver to EPS a certificate evidencing such insurance and the

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agreement(s) of the insurer(s) that such insurance may not be canceled without TWENTY (20) days prior notice to EPS. Any protection against the dishonest or criminal conduct or misappropriation of any funds engaged in by any assigned employee maintained hereunder, such as fidelity bonding, shall be at Client's expense. All GL insurance policies shall waive Client's subrogation rights in favor of EPS. Client's obligation under this Section shall survive termination or expiration of this Agreement.

B. Without regard to the fault or negligence of any party, Client hereby unconditionally indemnifies, holds harmless, protects and defends EPS, and all subsidiary, affiliate, related, and parent companies, their current and former respective shareholders, non-assigned employees, attorneys, officers, directors, agents and representatives (all indemnified parties referred to as "EPS Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive and compensatory), injuries, deaths, actions and causes of actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof or the negligence of EPS or any EPS Indemnified Party that may be asserted or brought against any EPS Indemnified Party which is in any way related to this Agreement, the products or services provided by Client or by EPS, the actions of any assigned employee, the actions of any non-assigned employee employed by Client, or of any other individual, including without limitation, any violation of any local, state and/or federal law, regulation, ordinance, directive or rule whatsoever, and all employment-related matters which shall include but not be limited to all matters arising under local, state and/or federal right-to-know laws, environmental laws, all laws within the jurisdiction of the NLRB, OSHA, and EEOC, including Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (including without limitation those aspects relating to employment, public access and public accommodation), the WARN Act, ERISA, all laws governing wages and hours (including without limitation: prevailing wage rate; exempt and non-exempt status; child labor; and minimum wage and overtime matters), all laws governing race, sex, sexual harassment, retaliation, religion, national origin, color, age, veteran status, disability, union status, and marital status, all laws governing disclosed and undisclosed benefit plans, and all other labor laws.

C. EPS hereby unconditionally indemnifies, holds harmless, protects and defends Client, and all subsidiary, affiliate and parent companies, their shareholders, employees, attorneys, officers, directors, agents and representatives from and against any and all claims, demands, damages, injuries, deaths, actions, costs and expenses (including attorney's fees and expenses at all levels of proceedings), losses and liabilities of whatever nature (including liability to third parties), and other consequences of any sort, arising out of the negligent or willful failure of any non-assigned employee employed by EPS at its corporate office to comply with applicable workers' compensation, withholding tax, or ERISA laws, ordinances, and regulations, or where any action is taken by Client in compliance with a written corporate EPS policy, procedure, or direction which is illegal under any applicable local, state or federal law.

D. All indemnifications are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.

VIII. BENEFIT PLANS

A. Client acknowledges that EPS has available employee benefit plans for the possible application to employees. Any other employee benefit plans maintained by Client, regardless of whether they provide benefits to the employees, shall be the sole responsibility of Client. All benefit plans shall be subject to the terms and conditions of eligibility and to such modifications as may occur to such plans.

B. To assure compliance with the Internal Revenue Code, the Employee Retirement Income Security Act and other federal regulations, Client agrees to properly disclose to EPS all information reasonably required by EPS for the proper administration of its benefit plans. This includes, without limitation, certification by Client that it has disclosed to EPS all information requested by EPS in any benefit plan questionnaires including the following information: (1) any retirement plans currently or previously maintained by the adopting company or any related entities (within the meaning of the Internal Revenue Code Section 414, including 414(b), 414(c), 414(m) or 414(o); (2) listed all of the owners, officers and shareholders (to identify those highly compensated and key employees for purpose of discrimination and top heavy testing); (3) listed/entered any family relationships for owners, officers and shareholders with co-employees. In the event that Client has failed to properly identify and/or properly complete any benefit plan questionnaire, Client agrees to indemnify EPS Indemnified Parties for any and all liability associated therein.

1. Prior to Client merging its plan into the qualified EPS Retirement Plan, or prior to Client transferring assets from its qualified plan into the EPS Retirement Plan, Client understands and agrees that EPS shall have the right to inspect all plan documents, records, IRS determinations, etc. for compliance with the law.

2. If Client maintained a plan during the plan year (January 1 through December 31) prior to contracting with EPS, Client agrees to provide EPS with all required information (including but not limited to Box I wages and employee deferrals, employer matches, and contributions, etc.), prior to contracting with EPS so that EPS may conduct discrimination testing on a combined basis for the first plan year.

3. Client agrees that in the event the EPS Retirement Plan as adopted by the Client plan becomes top heavy as defined by the prevailing Internal Revenue Code and/or regulations, Client will be solely responsible for making a contribution to non-key employees assigned to it to satisfy the top heavy test.

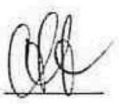
4. Client acknowledges that it is solely responsible for any matching, non-elective, or qualified non-elective contributions to be made to the EPS plan on behalf of the Client's co-employees.

5. If Client adopts the EPS Plan, Client acknowledges that it has reviewed the adoption agreement for the EPS Plan and agrees to comply with all of the obligations and responsibilities set forth in the terms of said adoption agreement.

C. In addition, Client further warrants that no assigned employee will receive compensation originating from Client that will not be paid directly by EPS. Client understands that any payment made to any assigned employee outside this Agreement may result in the EPS Retirement Plan being disqualified. Should the EPS Retirement Plan be disqualified as a result of the Client failing to report any compensation to covered employees, Client will be solely liable for any damages of any nature arising out of the failure to report such compensation to EPS.

IX. EFFECT OF TERMINATION

A. If for any reason payment is not made when due, Client agrees that EPS will have the right to immediately terminate its performance hereunder, withhold its employees' services, and/or bring suit seeking damages. Upon termination or expiration of this Agreement, for any reason, or should Client fail to timely pay EPS for its services, all of the employees shall be deemed to have been laid off by EPS and immediate notification of this shall be provided by Client to employees who had been assigned pursuant to this Agreement. Client shall immediately assume all federal, state and local obligations of an employer to the employees which are not in conflict with state or federal law, and shall immediately assume full responsibility for providing workers' compensation coverage. EPS shall immediately be released from such obligations as are permitted by law. It is the intent of the parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of a termination or expiration or Client's failure to pay EPS. If for any reason (whether or not required by applicable law) EPS makes any payment to any of the employees after this Agreement has been terminated, EPS shall be entitled to full reimbursement for such expenditures.

Init. 

B. EPS may also terminate this Agreement if, at any time, EPS in its sole discretion determines that a material adverse change has occurred in the financial condition of Client, or that Client is unable to pay its debts as they become due in the ordinary course of business. This Agreement may also be terminated at any time by EPS in the event of any federal, state, or local legislation, regulatory action, or judicial decision which, in the sole discretion of EPS, adversely affects its interest under this Agreement or where EPS in its sole discretion determines the workers' compensation risk is unacceptable. Any termination or expiration shall not relieve Client of any obligation set forth herein, including but not limited to its payment obligations to EPS. Where the workers' compensation risk becomes unacceptable to EPS, EPS will provide Client seven (7) days written notice prior to termination.

C. Client reserves the right to terminate this agreement with or without cause, with 60 days written notice to EPS.

X. GENERAL PROVISIONS

A. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement including but not limited to any statement made by any marketing agent of EPS. Client acknowledges that EPS has made no representation concerning whether EPS's services will improve the performance of Client's business.

B. Client acknowledges that EPS shall not be liable for any Client loss of business, goodwill, profits, or other damages.

C. Client specifically authorizes EPS to conduct a credit and background reference check on Client and such officers of Client as EPS deems appropriate in compliance with the requirements of law.

D. Client acknowledges and agrees that EPS is not engaged in the practice of law or the provision of legal services, and that Client alone is completely and independently responsible for its own legal rights and obligations.

E. This Agreement constitutes the entire agreement between the parties with regard to this subject matter and no other agreement, statement, promise or practice between the parties relating to the subject matter shall be binding on the parties. This Agreement may be changed only by a written amendment signed by both parties.

F. The failure by either party at any time to require strict performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any subsequent breach nor affect the effectiveness of this Agreement, or any part thereof, or prejudice either party as regards to any subsequent action.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida both as to interpretation and performance (excluding its choice of law provisions if such law would result in the application of the law of a jurisdiction other than Florida) and venue shall be in the applicable court in Martin County, Florida.

H. In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, any party who shall substantially prevail in such litigation shall be entitled to an award of its costs and reasonable attorney's fees incurred at all levels of proceedings.

I. Any notice or demand given hereunder shall be accomplished by the personal delivery in writing (with written receipt) or by other delivery with proof of delivery or attempted delivery to the address set forth herein for the other party, and shall be deemed effective upon proof of attempted delivery (actual delivery to be made as soon as is practicable following attempted delivery).

J. No rights of any third party are created by this Agreement and no person not a party to this Agreement may rely on any aspect of this Agreement notwithstanding any representation, written or oral, to the contrary.

K. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

L. Any false statement or omission with regard to any information supplied by Client to EPS in anticipation of Client's contracting with EPS or at any other time shall be deemed a material breach of this Agreement and EPS, at its option, may terminate this Agreement and seek appropriate relief.

M. Any and all inventions, discoveries, improvements, copyrightable works and creations (hereafter referred to as "Intellectual Property") which Client has previously, solely or jointly, conceived or made or may conceive or make during the period of this Agreement, whether or not accomplished through the use of assigned employees, shall be the sole and exclusive property of Client. Client shall have sole and exclusive responsibility for protecting its rights to such Intellectual Property and to all of its other assets and EPS shall have no responsibility with regard to same.

N. Client may not assign this Agreement nor its rights and duties hereunder, nor any interest herein, without the prior written consent of EPS. Client will provide at least FOURTEEN (14) days' prior written notice to EPS of any sale of Client. Where EPS agrees in writing to a successor becoming obligated to comply with this Agreement, this Agreement may be terminated by EPS at any time, in EPS's sole discretion, during the first SIXTY (60) days following successor's assumption of this Agreement. Thereafter, this Agreement may only be terminated by EPS in conformity with the terms of this Agreement.

O. Any responsibility and/or liability with regard to any employment contract between Client and any employee assigned to Client's work site shall be the exclusive responsibility and/or liability of Client and EPS shall not be a party to any such agreement. EPS will have no responsibility or liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee party to such a contract, in conformity with information provided by Client. With respect to any employment contract between Client and any employee assigned to Client's work site, Client shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.

P. In recognition of the effort that is necessary to provide the services described in this Agreement, EPS and Client agree to cooperate with each other. This duty to cooperate shall encompass the obligation of the other party to timely supply documents, witnesses and such other evidence as is necessary for a party to properly fulfill its obligations under this Agreement.

Q. Client represents that it has met any and all prior premium and fee obligations with regard to workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organization and workers' compensation carriers, with which Client has previously had a contractual relationship.

R. Upon any request by EPS or its assigns, Client shall allow, JOINTLY with Client representation, an on-site physical examination of such books, records, documents and other information sources deemed appropriate by EPS and/or its assigns to aid EPS and its assigns in the determination of proper workers' compensation classifications of assigned employees and to aid in the determination of payroll amounts paid to such assigned employees to the extent set forth in Section 440.381, Florida Statutes, and the rules promulgated thereunder. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of assigned employees and to aid in the determination of payroll amounts paid to such assigned employees. Client shall remain obligated to EPS for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Agreement.

S. This Agreement shall be valid and enforceable only upon signature by an authorized Controlling Person of EPS (licensed pursuant to Florida law). Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that she or he has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

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T. With respect to any dispute concerning the meaning of this Agreement, this Agreement shall be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of this Agreement shall be construed against EPS on the basis that EPS drafted it.

U. Venue: Any legal proceeding, whether court proceeding, arbitration, mediation, administrative, or any other proceeding brought to determine any controversy or claim arising out of or related to this Contract, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be brought and heard only in Martin County, Florida, which the parties agree shall be the exclusive and mandatory venue for such proceeding.

AGREED TO:

MATTHEW BROWN & ASSOCIATES, INC.
D/B/A ELITE PAYROLL SOLUTIONS

By: _____ _____
Name Date

4425 SW Martin Hwy, Palm City, FL 34990
Address

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated herein are true. In addition, the foregoing Agreement is agreed to.

CLIENT iVox Solutions, INC

By: Christopher Stapleton 7/1/15
Name Date

4485 SW Portway Palm City FL 34990
Address

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PERSONAL GUARANTY

This Agreement is entered into on 7/1/15, by and between Matthew Brown & Associates, Inc. d/b/a Elite Payroll Solutions (hereafter referred to as "EPS") and _____ (hereafter referred to as "Guarantor").

In consideration of the promises of the parties contained in this Agreement, the parties agree as follows:
WHEREAS, Guarantor acknowledges that Guarantor is a direct beneficiary of the Service Agreement entered into between EPS and Ivox Solutions, LLC ("Client") on _____, and understands that EPS would be unwilling to enter into or continue the Service Agreement without this Personal Guaranty being signed, and whereas Guarantor is desirous of ensuring the fulfillment of all obligations of Client, accordingly:

a. Guarantor agrees that in the event Client has not fully complied with all requirements of the Service Agreement, including but not limited to the failure to timely make all payments due EPS pursuant to the Service Agreement, Guarantor agrees that Guarantor will upon demand by EPS, pay to EPS all such payments not made by Client and in all other respects will guarantee fulfillment of the obligations of Client as set forth in the Service Agreement. This Guaranty shall be applicable to all obligations of Client to EPS, and includes but is not limited to all obligations of Client which become due to EPS by Client.

b. This Guaranty is an absolute and unconditional guarantee of payment and of performance. It shall be enforceable against Guarantor without the necessity of any suit or proceedings on EPS's part of any kind or nature whatsoever against Client, its successors and assigns, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no manner be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by EPS against Client, or against Client's successors and assigns, of any of the rights or remedies reserved to EPS pursuant to the provisions of said Service Agreement with Client, or by relief to Client from any of Client's obligations under the Service Agreement, or otherwise by: (a) the release or discharge of Client in any creditors' proceedings, receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Client or any bankruptcy, or of any remedy for the enforcement of Client's said liability under the Service Agreement, resulting from the operation of any present or future provision of the National Bankruptcy Act or any other statute, or from the decision of any court; or (c) the rejection or disaffirmance of the Service Agreement in any proceedings. This Guaranty shall survive the termination or expiration of any Service Agreement between EPS and Client.

c. All debts and liabilities, present and future, of Client to the Guarantor are hereby subordinated and postponed to the liabilities of Client to EPS, and all moneys received by the Guarantor or its representatives, successors or assigns thereon, shall be received as trustees for EPS and shall be paid over to EPS; and the Guarantor further agrees, upon any liquidation or distributions of Client's assets, to assign to EPS upon EPS's request, all claims on account of all such debts and liabilities to the end that EPS shall receive all dividends and payments in full of all liabilities of Client to EPS; and this Guarantee shall constitute such assignment in the event the Guarantor shall fail to execute and deliver such other or further assignment of such claims as EPS may request.

d. Guarantor agrees to pay reasonable attorney's fees and all other costs and expenses that may be incurred by EPS in the enforcement of this Guarantee or in the collection of any debts or liabilities from Client or Guarantor.

e. This Guarantee may be assigned by EPS, along with any one or several or all of the indebtedness and principal obligations that it guarantees. When so assigned, the Guarantor shall be bound as above to the assignees without in any manner affecting Guarantor's liabilities hereunder or any part of any of Guarantor's obligations retained by EPS.

f. This Guarantee shall inure to the benefit of and bind the heirs, administrators, executors, successors and assigns of EPS and Guarantor, and shall be construed as the joint and several obligation of each of the undersigned Guarantors if there is more than one.

g. Venue: Any legal proceeding, whether court proceeding, arbitration, mediation, administrative, or any other proceeding brought to determine any controversy or claim arising out of or related to this Contract, or the breach thereof, whether in tort, contract, strict liability, or any other legal theory, shall be brought and heard only in Martin County, Florida, which the parties agree shall be the exclusive and mandatory venue for such proceeding.

AGREED TO:

MATTHEW BROWN & ASSOCIATES, INC.
D/B/A ELITE PAYROLL SOLUTIONS

By: _____ _____
Name Date

_____
Printed Name

GUARANTOR

By: _____ _____
Name Date

_____
Printed Name

ELITE
PAYROLL SOLUTIONS

Overtime Pay Requirements of the FLSA
U.S. Department of Labor Employment Standards Administration
Wage and Hour Division

---DISCLAIMER---

Fact Sheet No. 023 - Overtime Pay Requirements of the Fair Labor Standards Act (FLSA)

This fact sheet provides general information concerning the application of the overtime pay provisions of the FLSA.

Characteristics

An employer who requires or permits an employee to work overtime is generally required to pay the employee premium pay for such overtime work.

Requirements

Unless specifically exempted, employees covered by the Act must receive overtime pay for hours worked in excess of 40 in a workweek at a rate not less than time and one-half their regular rates of pay. There is no limit in the Act on the number of hours employees aged 16 and older may work in any workweek. The Act does not require overtime pay for work on Saturdays, Sundays, holidays, or regular days of rest, as such.

The Act applies on a workweek basis. An employee's workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods. It need not coincide with the calendar week, but may begin on any day and at any hour of the day. Different workweeks may be established for different employees or groups of employees. Averaging of hours over two or more weeks is not permitted. Normally, overtime pay earned in a particular workweek must be paid on the regular pay day for the pay period in which the wages were earned.

The regular rate of pay cannot be less than the minimum wage. The regular rate includes all remuneration for employment except certain payments excluded by the Act itself. Payments which are not part of the regular rate include pay for expenses incurred on the employer's behalf, premium payments for overtime work or the true premiums paid for work on Saturdays, Sundays, and holidays, discretionary bonuses, gifts and payments in the nature of gifts on special occasions, and payments for occasional periods when no work is performed due to vacation, holidays, or illness.

Earnings may be determined on a piece-rate, salary, commission, or some other basis, but in all such cases the overtime pay due must be computed on the basis of the average hourly rate derived from such earnings. This is calculated by dividing the total pay for employment (except for the noted statutory exclusions) in any workweek by the total number of hours actually worker.

Where an employee in a single workweek works at two or more different types of work for which different straight-time rates have been established, the regular rate for that week is the weighted average of such rates. That is, the earnings from all such rates are added together and this total is then divided by the total number of hours worked at all jobs. In addition, section 7(g)(2) of the FLSA allows, under specified conditions, the computation of overtime pay based on one and one-half times the hourly rate in effect when the overtime work is performed. The requirements for computing overtime pay pursuant to section 7(g)(2) are prescribed in 29 CFR 778.415 through 778.421.

Where non-cash payments are made to employees in the form of goods or facilities, the reasonable cost to the employer or fair value of such goods or facilities must be included in the regular rate.

Typical Problems

Fixed Sum for Varying Amounts: A lump sum paid for work performed during overtime hours without regard to the number of overtime hours worked does not qualify as an overtime premium even though the amount of money paid is equal to or greater than the sum owed on a per-hour basis. For example, no part of a flat sum of $90 to employees who work overtime on Sunday will qualify as an overtime premium, even though the employees' straight-time rate is $6.00 an hour and the employees always work less than 10 hours on Sunday. Similarly, where an agreement provides for 6 hours pay at $9.00 an hour regardless of the time actually spent for work on a job performed during overtime hours, the entire $54.00 must be included in determining the employees' regular rate.

Salary for Workweek Exceeding 40 Hours: A fixed salary for a regular workweek longer than 40 hours does not discharge FLSA statutory obligations. For example, an employee may be hired to work a 45 hour workweek for a weekly salary of $405. In this instance the regular rate is obtained by dividing the $405 straight-time salary by 45 hours, resulting in a regular rate of $9.00. The employee is then due additional overtime computed by multiplying the 5 overtime hours by one-half the regular rate of pay ($4.50 x 5 = $22.50).

Overtime Pay May Not Be Waived: The overtime requirement may not be waived by agreement between the employer and employees. An agreement that only 8 hours a day or only 40 hours a week will be counted as working time also fails the test of FLSA compliance. An announcement by the employer that no overtime work will be permitted, or that overtime work will not be paid for unless authorized in advance, also will not impair the employee's right to compensation for compensable overtime hours that are worked.

Where to Obtain Additional Information

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations. Copies of Wage and Hour publications may be obtained by contacting the nearest office of the Wage and Hour Division listed in most telephone directories under U S Government, Department of Labor or by calling our toll free number 1-866-4USWAGE.

I have read and understand the DOL Regulations contained herein:

Signed: Christopher Stapleton

Date: 7/1/15

ELITE
PAYROLL SOLUTIONS

Government Regulations Notification

This is to advise you of a set of laws that may affect your business. The Fair Labor Standards Act (FLSA) information is provided as a guide when calculating your employee's hours worked. We provided this information to you so that you are fully aware of what may be requested from you in the event of an audit by the Department of Labor. You will be asked to show how you are classifying each employee, how you track each non-exempt employee's hours worked and to show that you have complied with the law with regard to paying any applicable overtime. Reported hours in excess of 40 hours per workweek will automatically be paid as overtime unless otherwise designated.

It is important to verify the required documentation for new hires. Every employee should complete a W-4. This is the Employee's Withholding Allowance Certificate. An employee will be given a filing status of "single with no allowances" until a completed form is received. The amount of withholding is based on the declared marital status and withholding allowances only. It is against IRS regulations to base the withholding amount on a fixed dollar amount or on a percentage.

It is required for all new hires to complete the I-9. This US Department of Justice Immigration & Naturalization Services form is required to establish an individual's identity and eligibility to work in the United States. For your protection this form must be filled out completely and correctly. This top portion must be filled out and signed by the employee, and the bottom portion filled out and signed by the person who examines and certifies the documents. This completed document should be sent to us to be included in the employee's file. If one of your employees is paid through Elite Payroll Solutions, it will be assumed that you have complied with the law in regard to this document and have, in your possession, either the original or a copy of the I-9 for documentation in the event of an audit.

I have read and understand the above notification:

Signed: Christopher Stapleton

Date: 7/1/15

ELITE
PAYROLL SOLUTIONS

125 Cafeteria Plan Affidavit For Pre-taxed Health Deductions

Client Name: **Ivox Solutions, LLC**

☐ The above client has a 125 Cafeteria Plan in place for pre-taxed medical deductions. If yes, please provide documentation to confirm participation.

☐ The above client does not have a 125 Cafeteria Plan in place; therefore, medical deductions will be taxed.

*** If you are unsure, please contact your Accountant or Benefits Representative for confirmation.*

Christopher Stapleton — Signature – Authorized Company Representative

7/1/15 — Date

ELITE
PAYROLL SOLUTIONS

Payroll Schedule and Procedures

The entire business team here at Elite Payroll Solutions would like to take this opportunity to tell you how much we appreciate your business. We look forward to providing your company with the tools & resources necessary for you to run a more efficient and profitable business.

We would also like to take this time to remind you of our policies and procedures for payroll processing. These policies are in place to allow us to provide the highest level of service to each and every one of our clients. Please take a moment to review the following:

- The deadline for submitting payroll is 10:00 AM two days prior to your check date. Late submissions will be processed in the order that they are received. Please be aware, however, that some banking institutions require 48 hours to process direct deposits. If you submit your payroll late, please alert your employees who may be affected.

- We strongly urge you to submit your time to us through either manual entry on our online web portal or batch upload with a time clock export file. This will expedite the payroll process and ensure that things go as smoothly as possible.

- All new hire information and all permanent changes to an employee record **must be received by 10:00 AM one day prior to your scheduled processing day**. Information received after this deadline will be included on the next regular payroll run. Please make sure your forms have been properly completed and a signature of authorization is included.

- In order to adhere to our daily processing schedule, changes and additions submitted after your payroll is complete will be made in the next regular payroll run. You may directly pay an advance to an employee, but please provide this information to us along with your next payroll so that we can deposit the correct taxes for the employee and include the data on the employee's W-2 at the end of the year.

We appreciate your understanding and cooperation in this matter. If you have any concerns or questions, please do not hesitate to contact us so we can assist you.

Regards,

Matthew Brown
CEO

EXHIBIT B

Elite Payroll Solutions - PEO Rate Tables

Federal Rates

FICA (Medicare)	1.45%	
FICA (Social Security)	6.20%	*up to $118,500 of taxable earnings*
FUTA	0.60%	

State Rates (Florida)

SUTA	4.50%	*up to $7,000 of taxable earnings*

Worker's Comp Rates

8810 - Clerical	0.98%
7380 - Drivers	8.02%
8018 - Wholesalers	5.22%
9015 - Security Officers	6.55%
7720 - Building Op	5.77%

Admin Rate for PEO Services

Total Employees	606
Admin Rate	**2.50%**

Additional Services and Features

Applicant Tracking	$142.61 per pay period
ACA Reporting Setup	$550.00
ACA Employee Forms	$3.50 per form
Unemployment legal	Determined quarterly

COMPOSITE EXHIBIT C

ELITE PAYROLL SOLUTIONS

P.O. BOX 560
Palm City, FL 34991

914

IVOX SOLUTIONS, LLC
580 NW University Blvd
PORT SAINT LUCIE, FL 34986-

P:772/286-8183 F:

Q U E S T I O N S ?
Call Us at 772-220-8600

Invoice **082470** Date **09-10-2019**

For the Pay Period Ending 09-01-2019
Control Number 914-201958

GROSS WAGES	347,400.72
EMPLOYEE EXPENSES REIMBURSED	1,056.93
SOCIAL SECURITY & MEDICARE	26,576.22
FEDERAL UNEMPLOYMENT	554.14
STATE UNEMPLOYMENT	4,156.42
WORKERS COMPENSATION	3,663.60
HEALTH BENEFITS	6,173.53
ADMINISTRATIVE FEE	6,097.93
Other: DENTAL PREMIUMS	566.98
Other: TOOLS/EQUIPMENT	-248.00
Other: VISION	94.69
Other: NET PAYROLL	-231,096.77
Other: HUMAN RESOURCES	466.66
UNEMPLOYMENT MONTHLY 466.66	
Other: INSURANCE FEE	724.00
Other: NSF FEE	150.00
NSF FEE 150.00	
Other: APPLICANT TRACKING	142.61
SUB-TOTAL 1 - MAIN	166,479.66
TOTAL INVOICE	166,479.66

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
081995	08/27/2019	40000.00	14
082470	09/10/2019	166479.66	0
Total Items		**206479.66**	

ELITE PAYROLL SOLUTIONS

P.O. BOX 560
Palm City, FL 34991

914

IVOX SOLUTIONS, LLC
580 NW University Blvd
PORT SAINT LUCIE, FL 34986-

P:772/286-8183 F:

Q U E S T I O N S ?
Call Us at 772-220-8600

Invoice **082948** Date **09-24-2019**

For the Pay Period Ending 09-15-2019
Control Number 914-201960

GROSS WAGES	297,347.29
EMPLOYEE EXPENSES REIMBURSED	991.19
SOCIAL SECURITY & MEDICARE	22,747.15
FEDERAL UNEMPLOYMENT	357.01
STATE UNEMPLOYMENT	2,677.44
WORKERS COMPENSATION	3,140.69
HEALTH BENEFITS	6,215.15
ADMINISTRATIVE FEE	5,220.96
Other: DENTAL PREMIUMS	566.98
Other: TOOLS/EQUIPMENT	-216.00
Other: VISION	84.49
Other: MANUAL CHECK	-38.88
Other: NET PAYROLL	-205,940.28
Other: APPLICANT TRACKING	142.61
SUB-TOTAL 1 - MAIN	133,295.80
TOTAL INVOICE	133,295.80

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
082470	09/10/2019	-92.43	14
082948	09/24/2019	133295.80	0
Total Items		**133203.37**	

EXHIBIT D

JOHN MADDEN, P.A.
Attorneys and Counselors at Law

900 SE Ocean Boulevard, Suite 126-C
Stuart, Florida 34994
Tel: (772) 220-3076 ~ Fax: (772) 220-3767

John W. Madden
jmadden@johnmaddenlaw.com
www.johnmaddenlaw.com

John W. Madden Jr.
maddenjr@johnmaddenlaw.com

November 18, 2020

Sent via Certified Return Receipt and Regular U.S. Mail to:

Matthew Brown & Associates, Inc. d/b/a Elite Payroll Solutions
4425 SW Martin Hwy
Palm City, FL 34990

RE: Payroll services provided to iVox Solutions LLC

Dear Mr. Brown,

I am writing this letter on behalf of my client iVox Solutions LLC as it regards the payroll services provided to my client and more specifically the breach of your agreement with them. My client recently became aware that it was overcharged for State of Florida unemployment taxes by your company in the amount of $429,738.96 between the years 2016 and 2020. As you know my client was to be charged only the amount actually paid to the State for this tax. Your company passed on all expenses for leased employees at actual cost and then charged an administrative fee to make its money.

My client has reason to believe that the amount may even be greater but was only able to go back to the year 2016 at this point in time.

My client has also recently been made aware that your company was not properly reporting income to the social security administration and therefore employees are receiving notices now that say that there were years they did not work and contribute into the system even though they were working for your company.

My client would prefer to amicably resolve these matters and therefore we look forward to your prompt response to this letter. If we are unable to amicably resolve this matter within fifteen (15) days from the date of this letter my client has

directed that I take any and all actions necessary in order to recoup the funds for them and to correct the reporting issues described above.

Please govern yourself accordingly,

John Madden, Esq.