



Jamie B. Dokovna
Shareholder
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Becker & Poliakoff
625 N. Flagler Drive
7th Floor
West Palm Beach, FL 33401

June 3, 2020

**Via Email to: sandi.adler@yahoo.com
and Federal Express**

Ms. Sandi Adler
10361 Buenos Aires Street
Cooper City, FL 33026

Re: Loan

Dear Ms. Adler:

I trust you received my correspondence dated June 2, 2020 directed to you regarding your employment and our representation of Starboard. If not, enclosed for your convenience is a copy of the letter that was sent to you yesterday by e-mail.

The purpose of my follow up correspondence is to notify you of certain recent developments that are very disturbing to say the least. It has come to my client's attention that you deliberately and intentionally altered the Promissory Note dated November 7, 2019, which you then forwarded to Mr. Levy purporting that the document was the original executed version. This, in fact, was not true. Rather, the original Promissory Note was altered by you after you were notified of your termination and told that Starboard would be taking your final paycheck to use it to pay down the loan as agreed upon in the original Promissory Note. In sending the altered note to Mr. Levy you further threatened that you would file a claim against Starboard for its unlawful taking of your final paycheck based upon this falsified note.

Starboard, after considering your most recent attempt to deceive and threaten it, has made the decision to take your final paycheck to pay down the balance of your loan. Accordingly, you will not be paid the \$4,514.70 on June 5, 2020 as previously agreed. Instead, your final paycheck will be applied to the balance of the loan as per your agreement with Starboard.

Enclosed for your reference is the actual executed copy of the Promissory Note and the only copy that was signed by both you and Starboard. Also enclosed is an Adobe summary of the changes you made to the document after being notified of your termination. I trust that I do not

Ms. Sandi Adler
June 3, 2020
Page 2

need to send you a copy of the note that you changed and sent to Mr. Levy, that you represented was the executed copy of the note.

Notwithstanding the aforementioned, Starboard still expects you will not contact or communicate with any Starboard employees. All communication will be through my firm. It is still expected that you will return all of Starboard's property in your possession on or before June 5, 2020 and finally that you will pay down the balance of the loan which will be \$4,985.30 after your final paycheck is applied as per the terms of your Promissory Note.

As a courtesy, Starboard will give you until June 19, 2020 to pay off the balance of the loan (\$4,985.30) which is now due in full to Starboard. Should you fail to pay the balance of the loan, Starboard will avail itself to further relief, which may include the filing of a lawsuit against you wherein Starboard will seek reimbursement of its reasonable attorneys' fees and costs. Additionally, Starboard is considering further legal action against you related to your falsification of the note and other potentially fraudulent activity as well as the breach of your fiduciary obligation.

Again, I trust that such action will not be necessary and that you will comply with your obligations to the company.

Very truly yours,



Jamie B. Dokovna
For the Firm

JBD/bam

Enclosures: As stated

cc: Client

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625 N. Flagler Drive
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June 2, 2020

Via Email sandi.adler@yahoo.com

Ms. Sandi Adler
10361 Buenos Aires Street
Cooper City, FL 33026

Re: Employment with The Starboard Group Management Company, Inc. ("Starboard")

Dear Ms. Adler:

As you may know, this firm represents Starboard. We have been asked to correspond with you regarding several issues concerning your employment. First, this letter shall serve as notice to you that immediately upon receipt of this correspondence, Starboard demands that you stop contacting and communicating with all Starboard employees. Since notice of your termination, you have continued to communicate with Starboard employees seeking their assistance and asking for information, which is not only unethical, it is improper. These actions will not be tolerated and are viewed as a breach of your fiduciary obligations to the company. From this point forward, all communications concerning your employment with Starboard will be through my firm.

Second, this letter shall confirm receipt of your email rejecting Starboard's offer to pay you severance. There will be no counter-offer. There will be no further negotiations. You will not be paid severance in any amount and there will be no forgiveness of your loan or any portion thereof. You will be paid your wages up and through your last day of work on Monday June 1, 2020, but nothing further.

Third, this letter shall serve as notice to you that the Promissory Note between you and Starboard dated November 7, 2019, is in default for your failure to pay all installments when due. As such, you currently owe Starboard \$9,500.00. Starboard hereby accelerates the balance of the loan now due, which is immediately due and payable to Starboard. Starboard expects payment of the remainder of the loan on or before June 5, 2020. If you fail to comply with your loan obligations as stated therein, Starboard will avail itself to all available remedies, which may include the filing of a lawsuit against you as well as the collection of reasonable attorneys' fees and other expenses.

Ms. Sandi Adler
June 2, 2020
Page 2

Last, you have Starboard property in your possession. Starboard expects you will return all company issued property to Starboard on June 5, 2020 and payoff the remainder of the loan which is now due. Assuming you comply, you will be given your final paycheck at that time.

Starboard expects that your compliance will be forthcoming and that no further action will be required on its part. Your anticipated cooperation is appreciated.

Very truly yours,



Jamie B. Dokovna
For the Firm

JBD/bam

cc: Client



PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned employee, (the “Maker”), hereby promises to pay to the order of Starboard Group (“Payee”), the principal sum of **\$14,000.00** (net amount after applicable taxes) pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (the “Note”) shall be due and payable in equal bi-weekly installments of **\$500.00** beginning November 22, 2019 (DATE OF FIRST PAYMENT) until paid in full. If not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts under the terms and conditions of Makers employment with Payee, or Maker’s final paycheck in the event of termination of employment.

PREPAYMENT. The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an “Event of Acceleration” by Maker under this Note:

- (a) Maker’s failure to pay any part of the principal as and when due under this Note; or
- (b) Maker’s employment with the Payee terminates.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

WAIVERS BY MAKER. All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys’ fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Florida.

SUCCESSORS. All of the foregoing is the promise of Maker and shall bind Maker and Maker’s successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year executed below written.

Maker: Sandi Adler

Payee: On behalf of Starboard Group

11/07/2019

11/7/19

Signature

Date

Signature

6/3/2020 11:58:11 AM

Compare Results

| | |
|------------------------------------------------------------|----------------------------------------------------------|
| Old File: | New File: |
| Sandi Adler Promissory Note - EXECUTED 11072019.pdf | Sandi Adler Promissory Note - Executed11-7-19.pdf |
| 1 page (193 KB) 6/2/2020 9:49:36 AM | 1 page (178 KB) 5/29/2020 1:41:25 PM |

Total Changes

12

Content

6 Replacements
2 Insertions
4 Deletions

Styling and Annotations

0 Styling
0 Annotations

[Go to First Change \(page 1\)](#)

Summary of Comments on Mansoor Offer Agreement

This page contains no comments



PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned employee, (the "Maker"), hereby promises to pay to the order of Starboard Group ("Payee"), the principal sum of **\$14,000.00** (net amount after applicable taxes) pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (the "Note") shall be due and payable in equal bi-weekly installments of **\$500.00** beginning November 22, 2019 (DATE OF FIRST PAYMENT) until paid in full. If not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts under the terms and conditions of Makers employment with Payee, or Maker's final paycheck in the event of termination of employment.

PREPAYMENT. The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

EVENTS OF ACCELERATION. The occurrence of any of the following shall constitute an "Event of Acceleration" by Maker under this Note:

- (a) Maker's failure to pay any part of the principal as and when due under this Note; or
- (b) Maker's employment with the Payee terminates.

ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

WAIVERS BY MAKER. All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Florida.

SUCCESSORS. All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year executed below written.

Maker: Sandi Adler

Sandi Adler

Signature

11/07/2019

Date

Payee: On behalf of Starboard Group

Kevin M Holbrook

Signature

11/7/19

Page: 1

Text Replaced

[Old]: "PAYMENT."

[New]: "PAYMENT) until paid in full."

Text Deleted

"on or about"

Text Replaced

[Old]: "employee's voluntary termination of employment with the Maker."

[New]: "termination of employment."

Text Deleted

"intentional"

Text Replaced

[Old]: "terminates as a result of Maker's voluntary termination of employment."

[New]: "terminates."

Text Replaced

[Old]: "payable, except in the event Maker's employment is involuntarily terminated by Payee."

Comments from page 1 continued on next page



PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned employee, (the "Maker"), hereby promises to pay to the order of Starboard Group ("Payee"), the principal sum of **\$14,000.00** (net amount after applicable taxes) pursuant to the terms and conditions set forth herein.

PAYMENT OF PRINCIPAL. The principal amount of this Promissory Note (the "Note") shall be due and payable in equal bi-weekly installments of **\$500.00** beginning November 22, 2019 (DATE OF FIRST PAYMENT) until paid in full. If not sooner paid, the entire remaining indebtedness shall be deducted from any and all future bonus amounts under the terms and conditions of Makers employment with Payee, or Maker's final paycheck in the event of termination of employment.

PREPAYMENT. The Maker shall have the right at any time and from time to time to prepay this Note in whole or in part without premium or penalty.

REMEDIES. No delay or omission on part of the holder of this Note in exercising any right hereunder shall operate as a waiver of any such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The rights and remedies of the Payee shall be cumulative and may be pursued singly, successively, or together, in the sole discretion of the Payee.

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(a) Maker's failure to pay any part of the principal as and when due under this Note; or

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ACCELERATION. Upon the occurrence of an Event of Acceleration under this Note, and in addition to any other rights and remedies that Payee may have, Payee shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable.

WAIVERS BY MAKER. All parties to this Note including Maker and any sureties, endorsers, and guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal, and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

EXPENSES. In the event any payment under this Note is not paid when due, the Maker agrees to pay, in addition to the principal and interest hereunder, reasonable attorneys' fees not exceeding a sum equal to 5% of the then outstanding balance owing on the Note, plus all other reasonable expenses incurred by Payee in exercising any of its rights and remedies upon default.

GOVERNING LAW. This Note shall be governed by, and construed in accordance with, the laws of the State of Florida.

SUCCESSORS. All of the foregoing is the promise of Maker and shall bind Maker and Maker's successors, heirs and assigns; provided, however, that Maker may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the holder of this Note.

IN WITNESS WHEREOF, Maker has executed this Promissory Note as of the day and year executed below written.

Maker: Sandi Adler

Signature

11/07/2019

Date

Payee: On behalf of Starboard Group

Signature

11/7/19

[New]: "payable."

Text Replaced

[Old]: "them, with the exception of Maker's involuntary termination of employment by Payee."

[New]: "them."

Text Replaced

[Old]: "due except as outlined herein,"

[New]: "due,"

Image Inserted

Text Inserted

"11/7/19"

Image Deleted

Graphic Element Deleted