

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

<b>DAVID J. CYBULSKI</b>	)
	)
<b>Plaintiff,</b>	)
	)
<b>v.</b>	)
	)
<b>LEGEND HOME HEALTH, LLC and</b>	)
<b>RENLIN XIA, also known as</b>	)
<b>RENLIN SHAW, M.D.</b>	)
	)
<b>Defendants.</b>	)

**COMPLAINT**

Plaintiff, DAVID J. CYBULSKI (“Cybulski”), for his Complaint against Defendants LEGEND HOME HEALTH, LLC (“Legend”) and RENLIN XIA, M.D. (“Xia”) states as follows:

**NATURE OF THE ACTION**

1. Defendant Legend employed Cybulski under a written Employment Agreement. Cybulski was terminated by Legend, and Legend failed to pay Cybulski the final amount of his salary due him. Legend is directed by and in the control of Xia. Cybulski brings this action (a) against Legend for breach of his Employment Agreement, (b) against Legend for violation of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 (“Act”) and (c) against Xia for his personal liability under the Act. The total amount due and owing to Cybulski is \$116,796.70. Cybulski further seeks prejudgment interest and recovery of his attorney’s fees under the Illinois Attorneys Fees in Wage Actions Act, 705 ILCS 225/1.

**PARTIES, JURISDICTION & VENUE**

2. Plaintiff Cybulski is an individual and resident of the State of Indiana.

3. Defendant Legend is an Illinois corporation with its principal place of business at 3405 West Fullerton Street, Chicago, Illinois 60647. Legend is in the home health care business.

4. Defendant Xia is an individual and a resident of the State of Illinois. At all relevant times, Xia was the Managing Member of Legend. At certain times, Xia has also used the name Renlin Shaw.

5. This Court has jurisdiction of this matter under 28 U.S.C. §1332 in that the parties are of diverse citizenship, and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

6. Venue is proper in this Court under 28 U.S.C. §1391 in that it is brought in the district (a) in which all defendants reside and (b) in which a substantial part of the events at issue occurred.

### **BACKGROUND COMMON TO ALL COUNTS**

7. On June 13, 2008, Cybulski and Legend entered into a written Employment Agreement. A true and correct copy of Employment Agreement is attached hereto as Exhibit A. The Employment Agreement was signed by Cybulski and Xia on behalf of Legend.

8. Paragraph 3.A. of the Employment Agreement states as follows:

Compensation and Benefits. In consideration for the services Employee shall render under this Agreement, the Company shall provide or cause to be provided to Employee the following compensation and benefits:

- A. Salary. The Company shall pay Employee a base annual salary at a rate of \$133,673.28, in bi-weekly payments made in arrears (the “**Salary**”). Employee shall be paid at a rate of fifty percent (50%) of the Salary until the Managing Member of the Company has recouped from the Company one hundred percent (100%) of his capital contributions to the Company, at which time Employee shall be paid a lump sum payment equivalent to the amount of the Salary withheld as of such date from Employee pursuant to the foregoing

clause; thereafter, Employee shall be paid at a rate of one hundred percent (100%) of the Salary.

9. Paragraph 5 of the Employment Agreement states as follows:

Effect of Termination. In the event that this Agreement is terminated: (i) the covenants set forth below in Section 6 of this Agreement shall nonetheless survive; and (ii) the Company's obligations under this Agreement shall cease and Employee shall forfeit all right to receive any Salary or other remuneration pursuant to this Agreement, except that Employee shall be paid, within seven (7) days of such termination, an amount equal to any Salary that was accrued but not yet paid as of the date of termination.

10. On March 30, 2010, Cybulski was terminated by Legend. Cybulski was officially notified of his termination by a letter from William H. Raleigh, attorney for Legend. A true and correct copy of that termination letter is attached hereto as Exhibit B.

11. At the time of his termination, Cybulski had accrued \$116,786.70 in Salary that was not yet paid as of the date of termination.

12. Under the terms of the Employment Agreement, Cybulski was entitled to payment of all accrued Salary upon his termination.

13. Cybulski made demand for payment of his accrued Salary both personally, by letter dated April 5, 2010 (attached as Exhibit C), and by his attorney, by letter dated June 3, 2010 (attached as Exhibit D).

14. Legend refused and still refuses to pay Cybulski the accrued Salary due him under his Employment Agreement.

### **COUNT I – BREACH OF CONTRACT AGAINST LEGEND**

15. Cybulski incorporates by reference paragraphs 1 through 14 above, as if fully set forth in this Count I.

16. Cybulski and Legend entered into a valid and binding written agreement for Cybulski's employment by Legend – the Employment Agreement attached as Exhibit A.

17. Legend's failure to pay Cybulski's accrued salary breached the Employment Agreement.

18. Cybulski has performed all of his obligations under the Employment Agreement.

19. Cybulski has been damaged in the amount of \$116,796.70, plus interest.

WHEREFORE, Cybulski prays that judgment be entered against Legend in the amount of \$116,796.70, plus interest, that he be awarded his costs and expenses of this suit, and that he be awarded such further relief as is just.

**COUNT II – VIOLATION OF ILLINOIS WAGE PAYMENT AND  
COLLECTION ACT AGAINST LEGEND**

20. Cybulski incorporates by reference paragraphs 1 through 14 above, as if fully set forth in this Count II.

21. Under the Act, at 820 ILCS 115/5, "every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee."

22. Legend's failure to pay Cybulski's final compensation, including his accrued Salary, constitutes a violation of Sec. 5 of the Act.

23. By virtue of Legend's violation of the Act, Cybulski has been damaged in the amount of accrued Salary due him, plus interest.

24. Further, under the Attorneys Fees in Wage Actions Act, at 705, ILCS 225/1,

whenever a mechanic, artisan, miner, laborer, servant or employee brings an action for wages earned and due and owing according to the terms of the employment, and establishes by the decision of the court or jury that the amount for which he or she has brought the action is justly due and

owing, and that a demand was made in writing at least 3 days before the action was brought, for a sum not exceeding the amount so found due and owing, then the court shall allow to the plaintiff a reasonable attorney fee of not less than \$10, in addition to the amount found due and owing for wages, to be taxed as costs of the action.

25. Cybulski made demand for his final compensation in writing, at least 3 days before this action was brought, for wages earned and due and owing according to the terms of his employment.

WHEREFORE, Cybulski prays that judgment be entered against Legend in the amount of \$116,796.70, plus interest, that he be awarded his costs and expenses of this suit, that he be awarded his attorney fees and costs, and that he be awarded such further relief as is just.

**COUNT III – VIOLATION OF ILLINOIS WAGE PAYMENT AND  
COLLECTION ACT AGAINST XIA**

26. Cybulski incorporates by reference paragraphs 1 through 14 and 21 through 25 above, as if fully set forth in this Count III.

27. Under the Act, at 820, ILCS 115/13, “any officers of a corporation or agents of an employer who knowingly permit such employer to violate the provisions of this Act shall be deemed to be the employers of the employees of the corporation.”

28. Defendant Xia knowingly permitted Legend to violate the provisions of the Act, by refusing to authorize payment of Cybulski’s accrued salary.

29. Xia, by virtue of permitting Legend to fail to pay Cybulski, is personally liable under the Act for all amounts due Cybulski from Legend.

WHEREFORE, Cybulski prays that judgment be entered against Xia in the amount of \$116,796.70, plus interest, that Cybulski be awarded his costs and expenses of this suit, that he

be awarded his attorneys fees and costs, and that he be awarded such further relief as is just.

Respectfully submitted,

/s/ James D. Ossyra  
James D. Ossyra  
DASPIN & AUMENT, LLP.  
227 West Monroe Street  
Suite 3500  
Chicago, IL 60606  
(312) 258-1600

Attorneys for Plaintiff  
David J. Cybulski

# **EXHIBIT A**

EMPLOYMENT AGREEMENT

THIS AGREEMENT (“**Agreement**”) is made as of this 13<sup>th</sup> day of June, 2008, by and between Legend Home Health, LLC, an Illinois limited liability company (the “**Company**”) and David J. Cybulski (“**Employee**”).

R E C I T A L S

**WHEREAS**, Employee is a member of the Company pursuant to that certain Operating Agreement of the Company dated June 3, 2008 (the “**Operating Agreement**”);

**WHEREAS**, the Company intends to engage in the home health services business (the “**Business**”) and Employee has presented himself to the Company as having substantial experience in the administration of same; and

**WHEREAS**, the Company desires to hire Employee to administer its home health services business and Employee desires to be employed by the Company, both pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the parties agree as follows:

1. Employment. The Company hereby agrees to employ Employee, and Employee hereby accepts employment, pursuant to the terms of this Agreement. Employee shall have the title of Administrator, with primary responsibility for administration of the Company’s home health care business, which shall include, without limitation, planning, development and direction of the programs, services, activities and employees of the Company and such other comparable duties and responsibilities as are reasonably assigned by the Managing Member of the Company from time to time.

2. Effective Date and Term. The term of employment under this Agreement shall commence on the date hereof and shall continue for a period of one (1) year, and may continue thereafter for additional one (1) year terms in the event Employee and the Company mutually agree in writing to extend the term of Employee’s employment prior to the termination of each preceding term (“**Term**”).

3. Compensation and Benefits. In consideration for the services Employee shall render under this Agreement, the Company shall provide or cause to be provided to Employee the following compensation and benefits:

A. Salary. The Company shall pay Employee a base annual salary at a rate of \$133,673.28, in bi-weekly payments made in arrears (the “**Salary**”). Employee shall be paid at a rate of fifty percent (50%) of the Salary until the Managing Member of the Company has recouped from the Company one hundred percent (100%) of his capital contributions to the Company, at which time Employee shall be paid a lump sum payment equivalent to the amount of the Salary withheld as of such date from Employee pursuant



to the foregoing clause; thereafter, employee shall be paid at a rate of one hundred percent (100%) of the Salary. The Salary shall be subject to all appropriate federal and state withholding taxes and payable at such times and in accordance with the Company's normal payroll procedures.

B. Incentive Compensation. As a member of the Company, Employee shall be entitled to receive distributions of profit from the Company in accordance with the terms of the Operating Agreement.

C. Benefits. During the period Employee is employed hereunder and as otherwise provided hereunder, the Company shall provide or cause to be provided to Employee the following:

(i) health insurance, including coverage for Employee and his eligible dependents as provided by the Company, in accordance with its group health insurance plan coverage applicable to similarly situated employees;

(ii) an auto allowance in the amount of five hundred dollars (\$500.00) per calendar month; and

(iii) to the extent that they do not duplicate benefits and perquisites provided in this Agreement, such other benefits and perquisites as are provided in accordance with the Company's plans, practices, policies and programs for employees of the Company.

D. Expenses. In accordance with the Company's policies, the Company shall reimburse Employee for proper and necessary pre-approved expenses, consistent with the Company's budget for such expenses, incurred by him in the performance of his duties under this Agreement from time to time upon Employee's submission to the Company of adequate documentation.

4. Termination. The Company and the Employee shall have the right to terminate Employee's employment with or without cause. The death of the Employee shall terminate this Agreement.

5. Effect of Termination. In the event that this Agreement is terminated: (i) the covenants set forth below in Section 6 of this Agreement shall nonetheless survive; and (ii) the Company's obligations under this Agreement shall cease and Employee shall forfeit all right to receive any Salary or other remuneration pursuant to this Agreement, except that Employee shall be paid, within seven (7) days of such termination, an amount equal to any Salary that was accrued but not yet paid as of the date of termination

6. Noncompetition, Nonsolicitation and Confidentiality.

A. For the greater of two (2) years from the termination of Employee's employment or three (3) years from the date of this Agreement, Employee shall not, (i) directly or indirectly act in concert or conspire with any person employed by the

Company in order to engage in or prepare to engage in or to have a financial or other interest in any business which competes with the Business; (ii) serve as an employee, agent, partner, shareholder, director or consultant for, or in any other capacity participate, engage or have a financial or other interest in, any business which competes with the Business (provided, however, that notwithstanding anything to the contrary contained in this Agreement, Employee may own up to 2% of the outstanding shares of the capital stock of a public company, i.e., a company whose securities are registered under Section 12 of the Securities Exchange Act of 1934 or any similar registration); (iii) directly or indirectly induce or attempt to induce any individual then employed by the Company to leave the employment of the Company or hire any such individual; or (iv) directly or indirectly induce or attempt to induce any customer, supplier or other business relation of the Company into any business relationship which might materially harm the Company, or discourage such customer, supplier or business relation from doing business with the Company or its affiliates.

B. The Company has advised Employee and Employee acknowledges that it is the policy of the Company to maintain as secret and confidential all Protected Information (as defined below), and that Protected Information has been and will be developed at substantial cost and effort to the Company. Except in performance of his duties hereunder, Employee shall not at any time, directly or indirectly, divulge, furnish or make accessible to any person, firm, corporation, association or other entity (otherwise than as may be required in the regular course of Employee's employment), nor use in any manner, either during his employment hereunder or after the termination, for any reason, of his employment hereunder, any Protected Information, or cause any such information of the Company to enter the public domain. "**Protected Information**" means trade secrets, confidential and proprietary business information of the Company, and any other confidential and proprietary information of the Company acquired or developed by the Company while this Agreement is in effect, including but not limited to, customer lists (including potential customers), sources of supply, processes, plans, materials, pricing information, internal memoranda, marketing plans, internal policies and products and services that may be developed from time to time by the Company and its agents or employees, including Employee; but such term shall not include information that is in the public domain through no breach of an obligation of confidentiality by Employee or is information obtained from a third party with no obligation of confidentiality to the Company.

C. Employee acknowledges and agrees that the restrictions imposed by this Section 6 and the purpose for such restrictions are reasonable and are designed to protect the trade secrets, confidential and proprietary business information and the continued success of the Company without unduly restricting Employee's future employment by others. Furthermore, Employee acknowledges that in view of the confidential information of the Company that Employee has or will acquire or has or will have access to and the necessity of the restrictions contained in this Section 6, any violation of the provisions of this Section 6 would cause irreparable injury to the Company and its successors in interest with respect to the resulting disruption in their operations. By reason of the foregoing, Employee consents and agrees that if he violates any of the

provisions of this Section 6, the Company and its successors in interest as the case may be, shall be entitled, in addition to any other remedies that they may have, including money damages, to an injunction to be issued by a court of competent jurisdiction, restraining Employee from committing or continuing any violation of this Section 6. If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 6 is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

7. Miscellaneous.

A. Valid Obligation. This Agreement has been duly authorized, executed, and delivered by the Company and has been duly executed and delivered by Employee and is a legal, valid and binding obligation of the Company and of Employee, enforceable in accordance with its terms.

B. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without reference to any choice of law statutes or decisions.

C. Severance. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision. In the event any clause of this Agreement is deemed to be invalid, the parties shall endeavor to modify that clause in a manner that carries out the intent of the parties in executing this Agreement.

D. No Waiver. The waiver of a breach of any provision of this Agreement by any party shall not be deemed or held to be a continuing waiver of such breach or a waiver of any subsequent breach of any provision of this Agreement or as nullifying the effectiveness of such provision, unless agreed to in writing by the parties.

E. Notices. All notices hereunder shall be in writing and shall be sent by hand delivery, overnight courier, or by certified mail, return receipt requested, to the parties at the addresses set forth below:

To the Company:	Legend Home Health, LLC 736 W. 35 <sup>th</sup> Street Chicago, Illinois 60616 Attention: Managing Member
-----------------	--

to Employee: David J. Cybulski  
3424 S. Paulina  
Chicago, Illinois 60608

F. Assignment of Agreement. This Agreement shall be binding upon and shall inure to the benefit of Employee and the Company, their respective successors and assignees and Employee's heirs and personal representatives. Neither party may assign any rights or obligations hereunder to any person or entity without the prior written consent of the other party, except that Employer can assign its rights and obligations to any entity controlled by, controlling or under common control with Employer. This Agreement shall be personal to Employee for all purposes.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Employment Agreement as of the date and year first above written.

**EMPLOYER**

Legend Home Health, LLC

By:

Name: Renlin Xia-Shaw

Title: Managing Member

**EMPLOYEE**

David J. Cybulski, Employee

## **EXHIBIT B**

LAW OFFICES  
NISEN & ELLIOTT, LLC

SUITE 2500

200 WEST ADAMS STREET  
CHICAGO, ILLINOIS 60608

(312) 346-7800

FAX (312) 346-9316

WWW.NISEN.COM

PAUL F. GERBOSI  
EDWARD B. MUELLER  
MARK F. ZAENGER  
MICHAEL J. DALEY  
JOHN FOSTER LESCH  
JOHN K. KNEAFSEY  
MICHAEL H. MOIRANO  
ROBERT G. MIDDLETON  
WILLIAM G. DALUGA, JR.  
KENNETH J. ROJC  
THOMAS V. MCCAULEY  
HELEN H. JENSEN  
WILLIAM A. WALKER  
DANIEL P. DAWSON  
WILLIAM J. RALEIGH  
MARY ROSE G. MANCZAK  
BRADLEY S. MCCANN

DAISY DENIZARD  
DAVID E. GEMPERLE  
CLAIRE E. GORMAN  
TIMOTHY M. HAYES  
BRITTANY E. KIRK  
KAROLINE E. KREUSER  
NOAH B. HILLER

\*ALSO LICENSED TO PRACTICE IN  
FLORIDA, NEW YORK,  
COLORADO, WISCONSIN

OF COUNSEL  
JOHN BOLAND  
ANTHONY PACKARD  
DONALD C. SHINE

**CONFIDENTIAL COMMUNICATION**

Mr. David Cybulski  
Legend Home Health, LLC  
3405 West Fullerton Avenue, 2<sup>nd</sup> Fl.  
Chicago, Illinois 60647

Dear Mr. Cybulski:

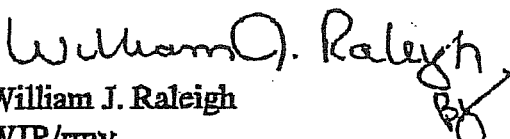
Under the terms of the Operating Agreement for Legend Home Health, LLC, Renlin Xia-Shaw, M.D., acting in his capacity as the Managing Member, has decided to discharge you as the administrator for Legend Home Health, LLC, effective March 31, 2010.

Under the terms of Paragraph 4 of your Employment Agreement, Legend Home Health, LLC has the right to terminate your employment with or without cause. Under the terms of Paragraph 5 of your Employment Agreement, Legend Home Health, LLC, shall, within seven days of your discharge, pay to you an amount equal to your salary that was accrued but not yet paid as of the date of your discharge from your company.

Please provide all access codes, cards, keys, and any other company property that belongs to or may belong to Legend Home Health, LLC to Dr. Shaw upon receipt of this letter. Please also provide a status report on all matters you are working on for Legend Home Health, LLC.

Should you have any questions concerning this matter, please call.

Very truly yours,

  
William J. Raleigh  
WJR/iny

**EXHIBIT C**



Nisen & Elliott, LLC  
200 West Adams Street  
Suite 2500  
Chicago, Ill 60606  
Attention: Mr. William J. Raleigh

04/05/2010

RE: Legend Home Health LLC

Dear Mr. Raleigh,

In an effort to assure the best performance of the corporation, I have prepared the following synopsis as to inform our Corporate Attorney the facts as they presented themselves.

The status of the business is at this time one of near completion and bound for tremendous success. As Administrator, it was my position to assure all avenues of required State and Federal information are completed and correct.

Approximately one-two months ago, Renlin Xia began a series of meeting discussions that included initially, what the qualifications of the Administrator were and what were the performance duties. I prepared several documents and general information for Renlin Xia as so to thoroughly explain the position. Renlin Xia had explained to me that he is concerned about different businesses that he currently has undertaken, and was also concerned about Legend Home Health. He asked me to see what options may be available to him with regards to the business. I informed him, again, that since we cannot sell shares or any portion of the business for two and a half more years, he could still work under a contractual work agreement. I had acquired a potential investor that would release Renlin Xia of any and all remaining investment, along with a buyout for the shares at the end of the time frame required. Renlin Xia refused.

Soon thereafter and without any proper notice, a special board meeting was held at the office of Legend Home Health and in attendance was Renlin Xia, William Raleigh, Janet Fojo, Renlin Xia's tax attorney and myself. At that time, all parties were brought up to date with regards to the status of Legend Home Health, certification and license renewal. Renlin Xia was concerned about the renewal license status and I explained it was accepted, but we had to include new personnel records, of which were submitted while the group was present. (The new license arrived at Legend Home Health the following Friday, just as indicated by David Cybulski it would do so).

That Friday, Renlin Xia asked to meet with David Cybulski at his 35<sup>th</sup> street office, of which I did. I showed Renlin Xia the new billing figures of \$83,000 and the time frame as to when billing is to be set up and to begin. Renlin Xia stated that he would like to know if I would think about resigning my position as Administrator, and become a consultant for Legend Home Health. Renlin Xia set a meeting for Tuesday the following week for further discussion of the consultant offer.

On Tuesday, Renlin Xia and I met at his Fullerton office to discuss this business proposal. I asked Renlin Xia why he wanted to replace me as Administrator at this time, after all the extensive and difficult business arrangements are very near completion. I informed him it seemed very odd that he would hire me at one-half salary, have me perform all the required work to achieve status, and that could have taken many months more but did not, and including personally performing construction of the offices, and once we are so very near to completion, he elects to replace me with someone else. He simply replied that he did not trust me. I asked him why, and he said it was personal.

Even after his comments, I informed him that after careful consideration and to assure continuity of quality for the corporation, I would accept his offer as consultant. I asked that we discuss the parameters for the new consultant agreement and to discuss the timing and transition of such a move.

He stated that no, he just wants me to resign immediately. I refused, stating I would not do so without proper protection and that a formal business agreement be signed. He stated then, I am fired.

I asked why, he stated he did not have to give a reason, based upon the original employment agreement (can terminate without cause). Renlin Xia stated he would have the attorney (you) fax a letter of termination.

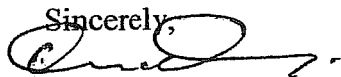
I was given one copy of a faxed letter from you explaining the termination and the payment of monies. In the letter, I was asked to prepare a status report of which I am currently preparing and will send to you after I pick up my final check. As of Friday, March 31, 2010, the approximate balance owed for my salary is \$117,567.72.

Obviously I have an interest in this business and in an effort that the corporation remains viable and profitable, I would be willing to prepare a consultant agreement for Legend Home Health, as to assure the completion of all the required tasks that still remain undone, and to assure the profitability and billing of this corporation.

After you had a chance to review all the necessary work still required to be performed before they can begin any billings, (my status report), please contact me at your convenience if this is an option that the corporation would like to explore.

I can be reached at 773/420/7299 or be e-mailed at  
CYBULSKISTER@GMAIL.COM.

Sincerely,



David Cybulski

Shareholder of Legend Home Health

**EXHIBIT D**

DASPINAUMENT  
LLP

227 West Monroe Street, Suite 3500  
Chicago, Illinois 60606  
312.258.1600 ph 312.258.1955 fx  
www.daspinaument.com

James Ossyra

(312) 258-3787  
jossyra@daspinaument.com

June 3, 2010

Legend Home Health, LLC  
3405 West Fullerton  
Chicago, Illinois 60647  
Attention: Managing Member

Renlin Xia (Shaw), M.D.  
Legend Home Health, LLC  
3405 West Fullerton  
Chicago, Illinois 60647

Re: David J. Cybulski

Dear Mr. Xia (Shaw) and To Whom It May Concern:

I represent Mr. David J. Cybulski in connection with the wages due him from Legend Home Health, LLC.

Under the terms of Mr. Cybulski's Employment Agreement with Legend Home Health ("Agreement"), at paragraph 3.A., Mr. Cybulski accrued 50% of his salary during the course of his employment. Under Paragraph 5 of the Agreement, "Employee shall be paid, within seven (7) days of such termination, an amount equal to any Salary that was accrued but not yet paid as of the date of termination." Mr. Cybulski was terminated on March 30, 2010. The amounts due and owing under Paragraph 5 of the Employment Agreement have not been paid to him, regardless of demands he has made. The total amount due is \$116,796.79 and should be apparent on the books and records of Legend Home Health.

Mr. Cybulski's claim for his final compensations falls within the Illinois Wage Payment and Collection Act ("Act"), 820 ILCS 115/1. Under the terms of the Employment Agreement, Mr. Cybulski's final compensation was due him seven days after termination. Under the provisions of Section 5 of the Act, his final compensation was due in full no later than the next regularly scheduled payday. Legend Home Health is in breach of the Agreement and in violation of the Act.

In addition, under Section 13 of the Act, "Any officers of a corporation...who knowingly permits such employer to violate the provision of this Act shall be deemed to be the employers of the

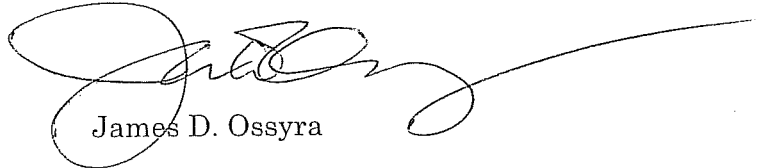
employees....” As such, Dr. Xia, as Managing Member of Legend Home Health, shall be subject to the same liability as Legend Home Health.

Finally, under the Attorneys Fees in Wage Actions Act, 705 ILCS 225/1, “Whenever an ...employee brings an action for wages earned ...and establishes...that the amount for which he or she has brought the action is justly due and owing...then the court shall allow to the plaintiff a reasonable attorney fee.”

Mr. Cybulski hereby makes demand, under 705 ILCS 225/1 and otherwise, for his final compensation from Legend Home Health, in the amount of \$116,796.70. If such amount is not paid to Mr. Cybulski immediately, please be aware that he intends to pursue any and all of his legal remedies, against any and all persons who may be liable, and including the recovery of any attorney’s fees.

Please govern yourself accordingly. I may be reached at the number above.

Very truly yours,

A handwritten signature in black ink, appearing to read 'James D. Ossyra', with a long horizontal flourish extending to the right.

James D. Ossyra

JDO/cp

cc: William J. Raleigh, Esq., Nisen & Elliott, LLC