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STATE OF WASHINGTON DEPARTMENT OF FINANCIAL INSTITUTIONS SECURITIES DIVISION

IN THE MATTER OF DETERMINING Whether there has been a violation of the Franchise Investment Protection Act of Washington by:

Order No. S-21-3084-21-CO01

AM-PM DOC, LLC and Ramsey Habeeb Saffouri,

CONSENT ORDER AS TO AM-PM DOC, LLC AND RAMSEY HABEEB SAFFOURI

Respondents.

On September 27, 2021, the Securities Administrator of the state of Washington issued a Statement of Charges and Notice of Intent to Enter Order to Cease and Desist, Order Number S-20-3053-21-SC01 against AM-PM DOC, LLC and Ramsey Habeeb Saffouri ("Respondents"). Pursuant to the Franchise Investment Protection Act of Washington, RCW 19.100, the Securities Division and Respondents AM-PM DOC, LLC and Ramsey Habeeb Saffouri do hereby enter into this Consent Order in settlement of the matters alleged herein. Respondents neither admit nor deny the Findings of Fact or Conclusions of Law as stated below.

FINDINGS OF FACT

Parties

1. AM-PM DOC, LLC ("AMPM") is a Delaware limited liability company with its primary place of business in Miami-Dade County, Florida. AMPM is in the business of offering licenses to operate in-home medical services to individuals and businesses. AMPM provides emergency medical service to the clients by contracting licensed medical practitioners to perform medical services on a house call basis, and provides a license to such practitioners to operate a medical house call business using the system developed by AMPM.

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- 2. Ramsey Habeeb Saffouri ("Saffouri"), a Florida resident, is the founder, Chief Executive Officer, and managing member of AMPM.
- 3. Lia Langston, d.b.a. The Westridge Group, LLC and The Westridge Group, Inc. ("Langston"), is a recruiter for AMPM. Saffouri hired Langston to recruit prospective AMPM licensees in exchange for \$5,000 for each licensee recruited.

Nature of Conduct

Unregistered Franchise Offer

- 4. In early 2019, while looking at a nurse job posting website, a Washington resident ("the Resident") saw an ad for people who were interested in starting their own business. The Resident responded to the ad and was contacted by AMPM by email.
- 5. In April 2019, on behalf of AMPM, Langston sent the Resident an email that explained that their "Concierge Medicine" business opportunity was only for Nurse Practitioners and Physician Assistants and claimed that the Resident's "income potential for this robust medical business is projected to be between \$1M to 2M per year."
- 6. AMPM required the Resident to submit a questionnaire. Afterwards, Saffouri invited the Resident to Miami for an interview and conducted the in-person interview in June 2019.
- 7. On or around June 13, 2019, AMPM and the Resident entered into a license agreement (the "License Agreement") pursuant to which AMPM granted to the Resident the exclusive right and license to operate an AMPM "medical house call business" in Washington. In the License Agreement, AMPM granted the Resident the right to use its "Marks and System"; obligated itself to provide the Resident with training, grand opening/marketing program, manuals, marketing consultation and telephone answering services.

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- 8. Per the License Agreement, AMPM charged the Resident a \$50,000 license fee, a monthly royalty fee of \$1,212 per month, 40% of the Resident's gross revenue and a \$10,000 fee for grand opening/marketing program assistance.
- 9. When the Resident explained that she did not have the \$50,000 license fee, Saffouri told her that he would help her obtain a loan. Saffouri referred the Resident to a loan broker.
- 10. On or about July 15, 2020, the Resident mailed AMPM a cashier's check for \$50,000 per the company's instruction.
- 11. In September 2019, the Resident attended four days of training at the AMPM offices.

 Saffouri reviewed the marketing aspects of the business with the Resident and sent her on marketing calls with an AMPM employee. AMPM provided the Resident with training manuals, a "Medical Director Manual" and a "Sales Training Manual."
- 12. AMPM required the Resident to make mandatory and some discretionary purchases from it, or its approved vendors of services, business supplies and materials. The Resident purchased from AMPM telephone, marketing and administrative services. The Resident purchased items that contained the AMPM names and logos such as marketing pamphlets, brochures, business cards, uniform, and medical bag.
- 13. Saffouri came to Seattle for the Resident's grand opening and accompanied her on her marketing calls. AMPM charged the Resident \$10,000 for the grand opening assistance.
- 14. AMPM provided the Resident online marketing on its website. AMPM referred clients to her and tracked her revenue through its billing system called the "AM PM DOC Power Station."

Registration

15. The Respondents AMPM and Saffouri are not currently registered and have not been registered to offer and sell franchises in the State of Washington.

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Violations

- 16. The Respondents AMPM, Saffourixxi and Langston failed to disclose to the Resident all of the material facts relating to the purchase of the franchise, including, but not limited to financial statements of AMPM.
- 17. Respondents and Langston did not provide the Resident with the basis and assumptions regarding the ability to earn "between \$1M to 2M per year."

Based upon the above Findings of Fact, the following Conclusions of Law are made:

CONCLUSIONS OF LAW

- 1. The offer of the franchise described above constitutes the offer and/or sale of a franchise as defined in RCW 19.100.010(6), RCW 19.100.010(12), and RCW 19.100.010(17).
- 2. The offer of a franchise to operate an AM-PM DOC business as described in Paragraphs Four through Fifteen above constitutes the offer and/or sale of an unregistered franchise in violation of RCW 19.100.020.
- 3. The misrepresentation or omission of material facts made regarding the AM-PM DOC franchise opportunity as described in paragraphs Sixteen and Seventeen above is a violation of RCW 19.100.170.

Based upon the foregoing and finding it in the public interest:

CONSENT ORDER

Based upon the foregoing and finding it in the public interest:

IT IS AGREED AND ORDERED that Respondents AM-PM DOC, LLC and Ramsey Habeeb Saffouri and their agents and employees, shall each cease and desist from any violation of RCW 19.100.020, the registration section of the Franchise Investment Protection Act of Washington.

CONSENT ORDER

	IT IS FURTHER AGREED AND ORDERED that Respondents AM-PM DOC, LLC and Ramsey
	Habeeb Saffouri and their agents and employees, shall each cease and desist from any violation of RCW
	19.100.170, the violations section of the Franchise Investment Protection Act of Washington.
	IT IS FURTHER AGREED AND ORDERED that Respondents AM-PM DOC, LLC and Ramsey
	Habeeb Saffouri shall pay investigative costs of \$7,500 prior to the entry of this Consent Order.
	IT IS FURTHER AGREED that the Securities Division has jurisdiction to enter this Consent Order.
,	IT IS FURTHER AGREED that the Respondents enter into this Consent Order freely and
	voluntarily and with a full understanding of its terms and significance.
	IT IS FURTHER AGREED that in consideration of the foregoing, Respondents waive their right
١	to a hearing and to judicial review of this matter
	WILLFUL VIOLATION OF THIS ORDER IS A CRIMINAL OFFENSE.
,	Signed this <u>2nd</u> day of <u>March</u> , 2022 by
	AM-PM DOC, LLC by Ramsey Habeeb Saffouri S/
	SIGNED and ENTERED this <u>17th</u> day of <u>March</u> , 2022
,	Millian Sents
	William M. Beatty
	Securities Administrator
	Approved by: Presented by:
	Fin James Martin Cordell
	Brian J. Guerard Martin Cordell

CONSENT ORDER

Financial Legal Examiner

CONSENT ORDER