

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: _____

ADD HELIUM, LLC
a Delaware Limited Liability Corporation
and PETER SOTIS, individually,

Plaintiff,

vs.

INTERNATIONAL ASSOCIATION OF NITROX
DIVERS, INC., a Florida Corporation,

Defendants.

CIVIL ACTIONS SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of Said State:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint
for Damages or petition in this action on Defendant: INTERNATIONAL ASSOCIATION OF
NITROX DIVERS, INC., a Florida Corporation,

By serving: INTERNATIONAL ASSOCIATION OF NITROX DIVERS, INC.,
C/O REGISTERED AGENT, PEDRO LUIS AUGUSTO
147 NW ZACK DR., LAKE CITY, FL 32055

The Defendant is required to serve written defense to the Complaint for Declaratory Relief on
Plaintiff's counsel, Neil Bayer, Esquire, whose address is: KENNEDYS AMERICAS LLP, 1395
Brickell Avenue, Suite 610, Miami, FL 33131; Telephone: 305-371-1111; E-MAIL:
NEIL.BAYER@KENNEDYSLAW.COM and CINDY.DELGADO@KENNEDYSLAW.COM,
within twenty (20) days after service of the Summons on that Defendant, exclusive with the Clerk
of this Court either before service on Plaintiff's attorney or immediately thereafter. If the
Defendant fails to do so, a Default will be entered against that Defendant for the relief demanded
in the Complaint for Declaratory Relief.

DATED this _____ day of July, 2017.

As Clerk of said Court

BY: _____

As Deputy Clerk
(Court Seal)

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INTERNATIONAL ASSOCIATION OF NITROX
DIVERS, INC.,
a Florida Corporation,

Defendants.

_____ /

COMPLAINT FOR DECLARATORY RELIEF

Plaintiffs, ADD HELIUM, LLC (hereinafter referred to as “ADD HELIUM”) and PETER SOTIS (hereinafter referred to as “SOTIS”), bring this action against the Defendants, INTERNATIONAL ASSOCIATION OF NITROX DIVERS, INC. (hereinafter referred to as “IANTD”), and allege as follows:

INTRODUCTION

1. Plaintiffs, ADD HELIUM and SOTIS, seek Declaratory Relief from this Court arising out of: (a) their suspension from the IANTD for a period of two (2) years; (b) Plaintiffs’ inability to represent themselves as members or affiliates of IANTD; and (c) IANTD’s determination that neither ADD HELIUM nor SOTIS may teach any IANTD courses.

2. An actual, present and justiciable controversy exists between ADD HELIUM and SOTIS on one side and IANTD on the other emanating from the aforementioned suspensions

which, *inter alia*, failed to adhere to IANTD's own protocols for suspension, as well as IANTD's failure to adhere to its own procedures for "due processes" damaging both ADD HELIUM's and SOTIS' reputations.

3. Moreover, IANTD's unilateral actions, accomplished without due processes, preclude SOTIS and ADD HELIUM from earning a living in their chosen field and discipline and will eventually force both entities into bankruptcy should the unilateral and wrongful suspensions not be lifted.

THE PARTIES

4. Plaintiff, ADD HELIUM, LLC, is a Delaware Limited Liability Corporation with its principal place of business located at 3590 N.W. 54 Street, Unit 1, Ft. Lauderdale, FL 33309.

5. Plaintiff, PETER SOTIS, is a resident of Palm Beach County and the President of ADD HELIUM and, at all times material hereto, was and remains a lawful resident of Broward County, Florida.

6. IANTD, in turn, is a Florida Corporation with its principal place of business located in Lake City, Florida with IANTD transacting business throughout the United States including Ft. Lauderdale, Florida bringing it within this Court's jurisdiction.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to Florida Statute Section 86.011, and this Court has jurisdiction to enter Declaratory Judgments.

8. This Court has personal jurisdiction over IANTD because IANTD maintains its principal place of business in the State of Florida, manages its business relationships generally in the State of Florida pursuant to Florida Statute Section 48.193(1)(a) and 48.192(2); because IANTD engages in business in this state including its relationship with ADD HELIUM and SOTIS;

and because the underlying event triggering the suspension of ADD HELIUM and SOTIS occurred in Florida and finally because all purported investigations and decisions regarding the suspension of ADD HELIUM and SOTIS were made in Broward County, Florida or directly impact Broward County, Florida.

FACTS COMMON TO ALL COUNTS

UNDERLYING INCIDENT

9. At all times material hereto, SOTIS was a certified IANTD instructor.
10. At all times material hereto, ADD HELIUM, LLC was also an IANTD instructor facility.
11. In the late fall of 2016, SOTIS was invited by Brock Cahill and Rob Stewart to accompany them to the Florida Keys on a charter they had arranged with Horizon Divers to film sawtooth sharks for their upcoming movie, Sharkwater Extinction. Their research indicated that this particular shark was commonly observed around the Queen of Nassau wreck, located off Islamorada in 180 fsw - 220 fsw and Horizon Divers routinely ran charters to this particular wreck.
12. SOTIS was asked to act as a safety diver while Stewart and Cahill filmed the sawtooth sharks on one or two and/or all three of the days of the charter if his schedule permitted.
13. Stewart and Cahill had previously arranged for Horizon to provide fills and other safety divers, which was confirmed to SOTIS by Dan Dawson at Horizon.
14. Stewart and Cahill had completed their IANTD CCR Normoxic Trimix Diver Certifications in September 2016.
15. SOTIS joined Stewart and Cahill in Islamorada on late Sunday, January 29, 2017 and on January 30, 2017 the group completed two decompression dives to the wreck which were completed without incident.

16. SOTIS' wife, Claudia Sotis, also joined as a safety diver for Stewart's assistant, Brock Cahill.

17. On January 31, 2017, PETER SOTIS, Claudia Sotis, Brock Cahill and Rob Stewart made two decompression dives as follows:

Dive #1 – 220' for 94 minutes total run time

Surface interval of 1 hour and 39 minutes

Dive #2 – 220' for 92 minutes total run time

18. After completing the second dive, it was decided by Cahill and Stewart that the low visibility was impeding their ability to capture the sharks on video and there was no sense in returning to the dive site the following day, and a decision was made not to dive again the following day.

19. Horizon's dive boat, however, had dropped a hook, line and float-ball onto the wreck on January 30, 2017 and it was still in place. Horizon's crew, in turn, had no ability to retrieve the hook and needed someone to return to the wreck and disconnect the hook.

20. SOTIS volunteered to retrieve the hook for Horizon's dive boat and with the Captain's approval, SOTIS began to get into his gear when Stewart offered to accompany him. SOTIS told Stewart that it was not necessary for him to accompany him, but Stewart insisted with SOTIS again declining his offer. However, Stewart persisted and SOTIS eventually agreed. The Captain approved Stewart going as well.

21. The function of this dive was to descend, retrieve the hook, secure the hook to the line so it did not drag along the bottom, float away with the line and float ball while using it as their ascent line, ascend slowly to the dive boat and decompress as required.

22. SOTIS had been on the surface for 39 minutes after his second dive when he began the third dive. He descended with Stewart behind him.

23. SOTIS followed the line to where the line was entangled in the wreck at about 195' around some piping where he was instructed by SOTIS to remain. Stewart began to tie a loop in the line so when SOTIS retrieved the hook, they could place it in the loop, thus preventing it from dragging along the bottom and allowing it to remain free. SOTIS went to the bottom at approximately 218' and picked up the hook and brought it back to the loop Stewart had prepared. SOTIS then placed the hook into the loop as the two drifted off the wreck and immediately began their ascent. SOTIS had several minutes of decompression to perform and when his computer sufficiently cleared, he went to the surface.

24. Approximately one minute later, Stewart came to the surface after clearing his decompression obligation.

25. Both men then signalled to the boat that they were okay, waived the boat over to be picked up and waited on the surface. Nothing seemed out of the ordinary.

26. Horizon's boat approached and was closer to SOTIS than Stewart so SOTIS went up the ladder first.

27. SOTIS remembers getting on the boat and sitting down, but what happened next is unclear to him. He recalls being unable to focus and being unaware of his surroundings. The next thing SOTIS remembers is his wife and the mate trying to get him out of his dry suit and his struggling to remove his right arm from his dry suit.

28. SOTIS was given oxygen for some period of time. Afterwards he was told by his wife that he had been unresponsive for a few minutes, but his eyes were open and he was communicating with them, but clearly he did not remember any of this.

29. At some point after SOTIS' situation was resolved, he discovered that Stewart was missing and Cahill was in the water searching for him. The captain had called the Coast Guard for assistance and they continued to search for Stewart for several hours until the Coast Guard advised them to return to shore. Stewart's body was eventually recovered on the afternoon of Friday, February 3, 2017, reportedly very close to where he was last seen on the surface.

30. For reasons unknown, both Cahill and the vessel's mate failed to safely extract Mr. Stewart from the water and he subsequently disappeared and could not be located.

31. Subsequent to this tragic event, SOTIS completed an IANTD incident report form, a copy of which is appended hereto as Exhibit "A".

IANTD's RESPONSE

32. On March 8, 2017, SOTIS was advised via correspondence from Tom Mount and Mark Fowler of IANTD that "*the board investigated the matter and upon diligent analysis has determined your conduct is in violation of IANTD Standards and Procedures Version 20.7.2, Policies and Community Practice and unbecoming of dive professionals as set forth in the IANTD Standards and Procedures Version 20.7.2*". A copy of the IANTD correspondence dated March 8, 2017 is attached hereto and marked as Exhibit "B".

33. One day later, in response to an inquiry from SOTIS, IANTD provided some information, but not all of its investigation. A copy of the IANTD correspondence dated March 9, 2017 is appended hereto as Exhibit "C".

34. On May 26, 2017, ADD HELIUM, was advised that it had been placed on "*non-teaching status*" with IANTD. The notification advised ADD HELIUM that it "*may not advertise IANTD courses*" and that IANTD instructors could continue to teach, but would be required to

certify their names and not ADD HELIUM. A copy of the May 26, 2017 correspondence is appended hereto as Exhibit “D”.

35. On June 2, 2017, PETER SOTIS and ADD HELIUM were advised “*based on new information learned since our last conversation regarding the death of Rob Stewart, IANTD is hereby initiating a Quality Assurance investigation. Effective immediately you and your facility ADD HELIUM are placed on non-teaching status until further notice. You may not represent yourself as a member with IANTD and you may not teach or certify any IANTD courses*”. The correspondence further provides “*Please contact us at your earliest opportunity to clarify the training and certifications you issued to Mr. Stewart. It is essential that you preserve all records and dive information associated with Mr. Stewart so that we may have a completed understanding of the training he participated in.*” A copy of the June 2, 2017 correspondence is appended hereto as Exhibit “E”.

36. In suspending SOTIS, and as evidenced by IANTD’s own correspondence, IANTD specifically failed to adhere to its own procedures and protocols as set forth in its Standards and Procedures Manuals.

IANTD TECHNICAL & OVERHEAD ENVIRONMENT STANDARDS & PROCEDURES MANUAL PROVISIONS

37. The IANTD Technical & Overhead Environment Standards & Procedures Manual (revised March 23, 2017-Updated March 23, 2017) provides the following at page 17:

IANTD QUALITY ASSURANCE PROGRAM

The Quality Assurance Process involves a protocol that strictly adheres to a system that includes:

1. ***Due Process*** – *consistent internationally and made available to every Member inaugurated into the system.*

2. ***Equal and Fair Opportunity*** – for each member and Licensee to present their issues and protect their interests.
3. ***Standards and Procedures*** – are made available to each and every member of the IANTD family and are clearly explained. This process also involves a presentation of IANTD's Training Philosophy.
4. ***Confidentiality*** – maintained through all matters and stages within a Quality Assurance Inquest. The Licensee will hold students, Instructors, Instructor Trainers, other Members and divers names in confidence.

The Technical & Overhead Manual further provides:

RECOMMENDATIONS FOR QUALITY ASSURANCE MAINTENANCE

*Suspected Standards Violation
Due Process*

1. ***News of disciplinary failure*** – Information is gathered by IANTD or the Licensee in a timely manner that suggests or indicates that a particular Member/Instructor is in either direct violation of IANTD Standards or compromising the reputation or level of minimum quality required by IANTD. With sound evidence and indication of violations, IANTD or the Licensee (CAN) then place that Member/Instructor on Non-Teaching Status or Suspension
2. ***Communication*** – Once information has been gathered and IANTD determines that standards have been violated the Training director shall send the Instructor/member a letter advising of the complaint and the reporting requirements
3. ***Preliminary Defense*** – Once the Instructor/member replies in writing, The instructor may respond in a simple and objective manner, solving a misunderstanding or baseless accusation or the instructor may request a people or witness to be heard, documents presented, evidence presented or any materials that he deems necessary for his defense. (5 days)
4. ***Formal Accusation*** – Once The Training Director is not convinced of the defense of the Instructor, or the evaluation of the evidence and documents and it is determined that a clear violation has been alleged, The Training director will appoint a 3 member Quality Assurance Board and they will analyse all the acts of the process. One secretary of the Board (secretary) will prepare a summary of the allegations along with any letters of complaint, witness statements and evidence. This information will be sent to for the investigated instructor, with a clear indictment of which faults this instructor has committed. (10 days)

5. ***Final Defense*** – *Once the Instructor/member replies in writing, using all the materials produced and others he deems appropriate, defending himself against the accusation(s) that is (are) imputed to him. (05 days)*

6. ***Report and decision of the board*** – *The QA board has submitted their findings the Training director will present the case to the IANTD BOD for final approval. Once approved the Training director will prepare a letter and send to the Instructor/member advising the results of the QA board. This letter will advise what standards they were found guilty of. This letter will also state the appeal process. (15 days)*

38. The Recommendations for Quality Assurance Maintenance, specifically Section 4, provides that in the event “*the training director is not convinced of the defense of the instructor or the evaluation of the evidence and documents and it is determined that a clear violation has been alleged, the training director will appoint a 3 member Quality Assurance Board and they will analyse all the acts of the process. One secretary of the Board (secretary) will prepare a summary of the allegations along with any letters of complaint, witness statements and evidence. **This information will be sent to the investigated instructor, with a clear indictment of which faults this instructor has committed.** (10 days)*”

39. IANTD did not comply with its own internal requirements as set forth above.

40. Rather, IANTD acted as judge, jury and executioner and suspended both SOTIS and ADD HELIUM without affording either SOTIS or ADD HELIUM due process in the suspension. A copy of the relevant pages from the IANTD Technical & Overhead Environment Standards & Procedures Manual is appended hereto and marked as Exhibit “F”.

41. Equally, at no time was SOTIS provided with a copy of the version of the IANTD Standards & Procedures Manual which he allegedly violated with IANTD either failing to designate which of its Multiple Standards Versions it relied on, whether it relied on Versions

enacted after the unfortunate death of Stewart, whether it relied on Rules and Regulations crafted after the event in issue equating to a retroactive application of a new Rule and Regulation.

COUNT I – DECLARATORY JUDGMENT ACT CLAIM
SUSPENSION OF SOTIS AND ADD HELIUM WITHOUT DUE PROCESS AND IN
VIOLATION OF IANTD STANDARDS & PROCEDURES

The Plaintiffs adopt and re-allege paragraphs 1-41 above as though fully incorporated herein by reference and as though fully set forth herein and further state:

42. This is an action against IANTD for a Declaratory Judgment under the Florida Declaratory Judgment Act, §86.011 *et.seq.*, Florida Statutes.

43. The IANTD Quality Assurance Process, by its own Terms & Conditions provides:

“The Quality Assurance Process involves a protocol that strictly adheres to a system that includes: (1) due process – consistent internationally and made available to every Member inaugurated into the system. (2) Equal and Fair Opportunity – for each member and Licensee to present their issues and protect their interests. (3) Standards and Procedures – are made available to each and every member of the IANTD family and are clearly explained. This process also involves a presentation of IANTD’s Training Philosophy. (4) Confidentiality – maintained through all matters and stages within a Quality Assurance Inquest. The Licensee will hold students, Instructors, Instructor Trainers, other Members and divers names in confidence.”

44. It is affirmatively asserted that the IANTD has relied on different versions of its Standards & Procedures in a targeted and calculated effort to suspend SOTIS and ADD HELIUM without affording either with Due Process and without regard for the serious and career devastating decisions the IANTD has inflicted.

45. Specifically, the recommendations for the Quality Assurance Maintenance provide:
“the training director is not convinced of the defense of the instructor or the evaluation of the evidence and documents and it is determined that a clear violation has been alleged, the training director will appoint a 3 member Quality Assurance Board and they will analyse all the acts of

*the process. One secretary of the Board (secretary) will prepare a summary of the allegations along with any letters of complaint, witness statements and evidence. **This information will be sent to the investigated instructor, with a clear indictment of which faults this instructor has committed.** (10 days)”* IANTD did not comply with its own internal requirements as set forth above.

46. It is clear that the IANTD acted in contravention to its own internal procedures which were designed to afford each and every one of its member’s procedural and sustentative due process.

47. The IANTD’s actions in suspending both SOTIS and ADD HELIUM without providing them a modicum of testimony and/or evidence of the actions which purportedly justify the suspension and which would give SOTIS and ADD HELIUM the opportunity to appeal this clearly one-sided decision were in violation of IANTD’s own protocols.

WHEREFORE, PETER SOTIS and ADD HELIUM, LLC respectfully request that this Honorable Court enter an Order lifting IANTD’s suspensions by virtue of the fact that the IANTD has failed to comply with its own procedures and safeguards and its own guarantees of procedural due process in suspending both SOTIS and ADD HELIUM.

COUNT II – DECLARATORY JUDGMENT ACT CLAIM
WRONGFUL PRECLUSION OF SOTIS AND ADD HELIUM TO BE EMPLOYED IN
THEIR CHOSEN DISCIPLINE

The Plaintiffs adopt and re-allege paragraphs 1-41 above as though fully incorporated herein by reference and as though fully set forth herein and further state:

48. This is an action by SOTIS and ADD HELIUM for a Declaratory Judgment under the Florida Declaratory Judgment Act, §86.01 *et.seq.*, Florida Statutes.

49. The IANTD's unilateral suspension of both SOTIS and ADD HELIUM is in direct contravention to its own Standards & Procedures for ensuring Due Process to its members.

50. Furthermore, the suspension of SOTIS and ADD HELIUM have and will result in irreparable harm to both their ability to earn a livelihood and to their previously respected and unblemished professional reputations. SOTIS and ADD HELIUM assert the IANTD's suspension of their teaching certifications without due process and without permitting both SOTIS and ADD HELIUM to confront the unknown evidence which purportedly supports IANTD's actions, was wrongful and in contravention to IANTD's own standards.

WHEREFORE, ADD HELIUM and SOTIS respectfully request that his Honorable Court find that their suspensions were wrongful and in contravention of IANTD's own Policies and Procedures and that reinstatement is warranted as a matter of law.

Respectfully Submitted,

KENNEDYS AMERICAS LLP
1395 Brickell Ave.
Suite 610
Miami, FL 33131
Tel.: (305) 371-1111
E-Mail: neil.bayer@kenendyslaw.com

By: /s/ Neil Bayer
Neil Bayer, Esquire
FBN: 615684

EXHIBIT “A”

IAI/ID Incident Report Form

Confidential Information Gathered in Anticipation of Litigation!

Member Submitting Report:

Name: Peter Sotis Email: Peter@KAIZEN11K.ORG
Cell Phone #: 239-825-3654 Telephone #: _____
Fax #: _____
Address: 2865 N. Clearbrook Circle Delray Beach FL 33445
Cert. Level: ITT Cert. #: 120
Insurance Co.: First Dive Insurance Insurance #: FD000507

Injured Diver:

Name: Rob Stewart (Male or Female)
Cell Phone #: 424-644-4661 Telephone #: _____
Email: Rob@Sharkwater.com
Address: 1910 Las Flores Canyon Rd, Malibu, CA 90265
Cert. Level: CC Normak Diver Training Under Supervision: _____ Other: X
Age: 36 Marital Status: Single Personal Dive Accident Insurance: Unknown
Health Insurance: Unknown Emergency Contact: Unknown

General Information:

Date of Incident: January 31, 2017 Time of Incident: approx 16:45
Location of Incident: Coast of Nassau Wreck - Florida Keys
Type of Injury: Minor Bodily Injury/Illness: _____ Describe: _____
Serious Bodily Injury/Illness: _____ Describe: _____
Fatality: X Describe cause if known: Diver Disappeared AFTER Surfacing
First-Aid/Resuscitation provided: First-Aid: _____ O2: _____ CPR: _____
Other: _____
EMS Response: Yes / No ; if yes Name EMS: _____
Injured diver transported to: _____
Recompression treatment? : Yes (No) ; If yes, where?: _____
Did Law enforcement respond to incident? (Yes) / No
Name of Law enforcement agency(ies): US Coast Guard
Names of responding/investigating officers: _____

Liability Release for incident dive? Yes (No) ; if yes provide a copy when submitting this report.

Dive Information:

NOT for this charter, Horizon Diver should have one if line from previous training

Type of Dive: Requested by Captain to pull hook from wreck
Training: _____ Non-Training: X
Supervised: _____ Non-Supervised: X
Organized dive trip: _____ Other: Stewart chartered vessel for filming

If incident dive was a training dive complete the following:

Name of course: N/A
Instructor: N/A
Type & Number of training of dive: N/A

Submit with this incident report: Injured Diver's Student Training Records, Medical Questionnaire, Liability Release and all other documentation pertinent to the student's training.

Injured diver's dive partner: Myself
Contact information: _____

Injured diver diving with more than one (1) partner? Yes No
List all partners and contact information: _____

N/A

Maximum depth of incident dive: For Injured Diver Approx 195 Feet

Total underwater time of incident dive: 15 Minutes

Objective of dive: Pool back from wreck per Captain's request

Dive plan: Retrieve Hook, complete deco requirement on float-bail line, surface

Prior Dives in 24 hours before incident: Yes / No ; if yes, describe: depth/time/decompression/surface intervals:
Dive #1 - 220' / 94 minutes, Surface Interval = 1 hour / 39 minutes
Dive #2 - 220' / 92 minutes, Surface Interval = 35 minutes
Dive #3 - 218' / 15 minutes

Injured Diver's Equipment:

Recreational Open Circuit: N/A

Technical Open Circuit: N/A

Rebreather: Reed Hybrid digital COR

Other (freediving, surface supplied air, etc.): N/A

Rental Equipment: Yes / No ; if yes, list all rental equipment: Borrowed Bailout cylinders from ADD Helium

Where was equipment rented from?: Borrowed from ADD Helium

Diver supplied equipment: Yes / No ; if yes, list all diver supplied equipment: _____

Diver's equipment recently purchased or serviced from person completing this form: Yes / No

If yes, describe: Rebreather and other equipment July 2016

Were there any apparent equipment problems? If yes, describe: NO

Was the injured diver using a dive computer? Yes / No Brand: Shearwater Model: Petrel + Nerd

Does the injured diver's computer indicate any alarms or violations? Yes / No ?

If yes, describe: NO INFORMATION AVAILABLE AT THIS TIME

Gas: Air: ?, Nitrox: ? %O₂, Trimix: ? %O₂ ? %He, Other (describe): ?

Gas remaining in all injured diver's cylinders; describe the cylinder, gas content and amount remaining:

UNKNOWN to Me

Current location of injured diver's equipment: NEDU

Is the dive equipment being tested? Yes / No / Don't know ; if yes, by who?: NEDU

Water Conditions:

Body of Water: Atlantic Ocean

Pool: _____ Lake: _____ Quarry: _____ River: _____ Ocean: ☒

Overhead Environment: NO

Diving from boat? Yes / No ; if yes, name of vessel: Pisces

Captain: yes Mate: yes Divemaster/Guide: _____

Water Temperature: 75° Visibility: 10' @ bottom / 100' @ Surface

Wave Action: yes Surge: 1'-3' Current: slight

Witnesses:

Names:	Telephone #:	E-mail:	Address:
Brock Cahill			
Claudia Sotis			
Captain			
Mike			

Brief Statement of Incident:

See Attached

See Attached

SUBMIT TO:

John Witherspoon & Associates

709 Black Horse Pkwy

Franklin, TN 37069

Tel: 866.577.3483

Fax: 866.847.7059

Email: john4@scubains.com

EXHIBIT “B”



Mark Fowler
Training Director
IANTD World HQ
Mark.fowler@iantd.com

www.iantd.com

March 8, 2017

Dear Mr. Peter Sotis, I-4902, IT-572, ITT -120

3590 NW 54th St
Fort Lauderdale, FL 3309

Mr. Sotis,

As you know a formal quality assurance complaint was initiated against you regarding Mr. Robert Stewart incident. IANTD takes these matters very seriously therefore a Quality Assurance Board was convened.

The Board investigated the matter and upon diligent analysis has determined your conduct is in violation of IANTD Standards & Procedures version 20.7.2, Policies and Community Practice and unbecoming of dive professional as set forth in the IANTD Standards & Procedures version 20.7.2.

As a consequence you are hereby suspended from IANTD for a period of two years as of today's date. You may no longer represent yourself as a Member or affiliate of IANTD and you may not teach any IANTD courses. Any violations of the suspension may result in permanent expulsion and or legal action.

IANTD does reserve the right to re-open this Quality assurance Investigation should additional information become available from the agencies that are currently investigating this matter.

Upon completion of two years suspension without further actionable conduct, you may seek consideration for reinstatement by sending written request to the IANTD Training Director and Board of Directors. The matter will be decided at their sole discretion at that time. Also the reinstate procedure of two years in-active member defined on The Standards & Procedures version 20.7.2 must be complete.

Any Member placed on SUSPENSION OR EXPELLED may appeal within thirty days by submitting in writing to the Training Director their reasons for a lift on the SUSPENSION OR EXPULSION. This appeal will be directed to the Board of Directors. Final decisions from the BOD cannot be appealed.

Should you have any questions please feel free to contact us at IANTD H.Q.

With Respect,

Tom Mount
IANTD CEO

Mark Fowler
IANTD Training Director

EXHIBIT “C”



Mark Fowler
Training Director
IANTD World HQ
Mark.fowler@iantd.com

www.iantd.com

March 9, 2017

Dear Mr. Peter Sotis,

3590 NW 54th St
Fort Lauderdale, FL 3309

Mr. Sotis,

Per your e-mail request, below is the answers:

1. Can you please send me a copy of the standards referenced in the letter.
 - a. Please login on the IANTD ProPage – www.hq.iantd.com and download we would like to just correct the version information. The version 20.7.2 is the one we are currently working on it. The correct version is 20.7.0

Can you please also list specifically exactly which numbered standards your investigation determined I violated.

Mr. Peter Sotis E-mail Reply on March 7th 2017:

- "I did not "take" Stewart to any depth. He had set up a charter with Horizon Divers and they took him to the wreck site and allowed him to do whatever they planned to do, which I was not a part of. I accompanied Stewart on his filming dives to act as his safety diver, I merely followed him as he filmed, and we successfully completed these dives."

According to Mr. Peter Sotis Peter Incident Report:

- "I was asked to act as a safety diver while Rob and Brock filmed the sawfish sharks on one or all of the three days of the charter, if my schedule permitted."
- "I joined Rob and Brock in Islamorada late on Sunday, January 29, 2017. On January 30, 2017, we completed two decompression dives to the wreck without incident. On January 31, 2017, I made two decompression dives as follows:
 - o Dive# 1 - 220' for 94 minutes total run time
 - o Surface interval of 1 hour and 39 minutes
 - o Dive #2 – 220' for 92 minutes total run time"

Violation:


- Mr. Peter Sotis states they were not CCR Trimix Divers and Mr. Peter Sotis was acting as a Dive Professional when he did act as Safety Diver, as stated by himself. Peter is an IANTD ITT so should be act like one per IANTD Standards.
- Acting as a Safety Diver and been an IANTD ITT Peter is consider an IANTD Representative and allowing divers to go beyond their certifications limits while acting as a Safety Diver is not a proper Dive Professional or IANTD Professional posture.
- According to IANTD Standards: IANTD believes that our Instructors do set the example.
- As a CCR Trimix class has started, the Instructor cannot divide the dives between depths greater than their current certification without completing the course.

IANTD Standard & Procedures Version 20.7.0:

- Section: IANTD Training Philosophy:
 - Upon Program completion, IANTD requires students pass a written exam as a means to measure their knowledge level. If a student cannot take a written exam, tests may be administered orally or by any means that conveys knowledge of the information.
 - IANTD believes that our instructors do set the example.
 - **Mr. Peter Sotis Violated ALL the above Standard & Procedures listed under the section: IANTD Training Philosophy**
- Section: IANTD STANDARDS DEVELOPMENT PROCEDURES Version 20.7.0
 - All lectures must be completed and the written exam must be passed with a minimum score of 80%.
 - All IANTD Instructors and Divemasters involved in Diver Training Programs and Dive Leadership Programs/Qualifications are considered as representatives of IANTD, regardless of Agency Affiliation or Program.
 - All open-water skill training sessions and dives must be completed.
 - All diver performance requirements must be met prior to certification, as reflected on the student watermanship evaluation form.
 - **Mr. Peter Sotis Violated ALL the above Standard & Procedures listed under the section: IANTD Standards Development Procedures**
- Trimix (OC, SCR, CCR) Specific Standards Version 20.7.0
 - One dive must be to at least 240 fsw (72 msw) or deeper.
 - A minimum of 330 minutes of run time in open water diving
 - Four (4) Dives:
 - **Mr. Peter Sotis Violated ALL the above Standard & Procedures listed under the section: Trimix (OC, SCR, CCR) Specific Program Limits**
- IANTD/IAND, INC. Contractual Membership Agreement:
 - 1. I will adhere to all teaching Standards for IANTD/IAND, Inc. courses as published in the IANTD/IAND, Inc. Standards and Procedures (effective and available at the IANTD Pro Page) within the capacity of my current teaching level.
 - 2. I will not deviate from the course content listed in the IANTD/IAND, Inc. Standards and Procedures unless approved to do so in writing by the IANTD/IAND, Inc. Board of Directors. Written approval will come from the Training Director of IANTD/IAND, Inc.
 - 3. I have made myself familiar with and made myself knowledgeable about the latest IANTD/IAND, Inc. instruction methods. I have read and become completely familiar with the IANTD/IAND, Inc. course content(s) and course material(s) which I am certified to teach. I have clarified my understanding of all course content which I may not have fully understood prior to teaching said course.
 - 4. I am aware of the fact that the degree of training for a student can seriously affect the person's health and life if conducted inadequately. I agree to take whatever measures are possible to either certify or omit from certification any student who respectively qualifies or does not qualify for certification. I understand that students who do not complete all course requirements and pass IANTD/IAND, Inc. course exams with a minimum score of 80% will not be certified.
 - 5. I am aware that course participants may file negative reports about my teaching style and conduct with IANTD/IAND, Inc. World Headquarters. I am further aware of the recourse available to me to refute any complaints through the Board of Directors acting as the committee for quality assurance review. I agree to accept all rulings by the Board of Directors as binding.
 - 6. I understand that IANTD/IAND, Inc. retains the option to notify other certifying organizations should I be required by the Board of Directors to undergo instructor level retraining.
 - 7. I understand that any false reports of standards violations deemed by the Board of Directors to have been made for competitive, political or financial reasons shall be grounds for membership and teaching suspension.
 - 8. I understand that financial irresponsibility is grounds for membership and teaching suspension.
 - 9. I agree to file a written report on an IANTD/IAND, Inc. Incident Report Form for any accident involving an IANTD/IAND, Inc. Course or IANTD/IAND, Inc. student of which I am aware.

- 10. I agree to provide IANTD/IAND, Inc. World Headquarters with true and correct student contact information, including the student's proper mailing address, phone number, E-mail address and birthday when I submit a completed student registration form. I understand that such information shall be the proprietary property of both IANTD/IAND, Inc. and the submitting member.
- **NOTE: It's clear that Mr. Peter Sotis did not do this but left it to a subordinate.**
- 11. I understand and agree that I will abide by this agreement at all times in a professional and ethical manner and that at no time will I make statements oral or written or participate in actions of a derogatory or inflammatory nature about IANTD, its instructors or members. Should I have criticism to make about IANTD/IAND, Inc., its officers, instructors, or members, I will direct these such comments via a private and confidential means to IANTD/IAND, Inc. World Headquarters to a managerial level employee of IANTD/IAND, Inc. Furthermore I will neither discredit IANTD/IAND, Inc. nor cause any action that will create a liability to IANTD/IAND, Inc.
- 12. I acknowledge that both recreational and technical diving and diving instruction are physically strenuous activities and that it is my personal responsibility to maintain the necessary level of fitness in order to involve myself in IANTD diving instruction and supervisory activities. Should my fitness fall beneath this level, I shall willingly refrain from IANTD diving instruction or supervisory activities until I am again capable and if necessary, cleared to active status by a diving medical examination performed by a licensed physician.
- 13. I certify that the information included on my membership renewal and insurance renewal/application is true and correct to the best of my knowledge and I understand that any subsequent renewal of my membership with IANTD/IAND, Inc. is subject to approval by the IANTD/IAND, Inc. Board of Directors.
- I understand and agree that the conditions of my contractual membership as listed in paragraphs 1 through 13 above are mandatory and that any deviation from such listed conditions without express written consent of IANTD's BOD as represented by Tom Mount, will result in the suspension of my teaching status pending review of any such deviation by IANTD/IAND, Inc. Quality Assurance Board, which such a review, if deemed harmful to the reputation of IANTD/IAND, Inc., its instructors or members could result in expulsion from IANTD/IAND, Inc.
- **NOTE: This paragraph and the statement below Mr. Peter Sotis acknowledges it is his responsibility.**
- 14. My signature on the instructor registration form (for IANTD/IAND, Inc.'s records), and this contract (for my records) signifies my acceptance of all of these terms.

Nothing more for the moment, respectfully


Tom Mount
IANTD CEO


Mark Fowler
IANTD Training Director

EXHIBIT “D”



Mark Fowler
Training Director
IANTD World HQ

iantd.com

May 26, 2017

To: Ken Wesler
From: Mark Fowler, Training Director IANTD
Subject: Add Helium

Ken,

This is to advise you that Add Helium has been placed on "**Non-Teaching Status**" with IANTD. Add Helium may not advertise IANTD courses (it is our understanding no rEvo courses per personal communication with Paul). IANTD Instructors may continue to teach but must certify under their names not Add Helium. No certifications will be processed under Add Helium while in this status.

Should you have any questions please feel free to contact us at IANTD.

With Respect,

Mark Fowler

Mark Fowler
IANTD Training Director

EXHIBIT “E”



Mark Fowler
Training Director
IANTD World HQ
Mark.fowler@iantd.com

www.iantd.com

June 2, 2017

Dear Peter Sotis, I-4902, IT-572, ITT -120

Add Helium
3590 NW 54th St
Fort Lauderdale, FL 3309

Mr. Sotis,

Based on new information learned since our last conversation regarding the death of Rob Stewart, IANTD is hereby initiating a Quality Assurance investigation. Effective immediately you and your facility Add Helium are placed on Non-Teaching Status until further notice. You may not represent yourself as a member with IANTD and you may not teach or certify any IANTD courses.

Please contact us at your earliest opportunity to clarify the training and certifications you issued to Mr. Stewart. It is essential that you reserve all records and dive information associated with Mr. Stewart so we may have a complete understanding of the training he participated in.

Should you have any questions please feel free to contact us at IANTD H.Q.

With Respect,

Tom Mount

Tom Mount
IANTD CEO

Mark Fowler

Mark Fowler
IANTD Training Director

EXHIBIT “F”

INTERNATIONAL ASSOCIATION OF NITROX & TECHNICAL DIVERS

INTERNATIONAL ASSOCIATION OF NITROX AND TECHNICAL DIVERS

(IAND, INC. DBA IANTD)

TECHNICAL & OVERHEAD ENVIRONMENT STANDARDS & PROCEDURES MANUAL

FOR RECREATIONAL DIVING INCLUSIVE OF TECHNICAL, OVERHEAD DIVING



REVISED: MARCH 23RD 2017 – UPDATED MARCH 23RD 2017

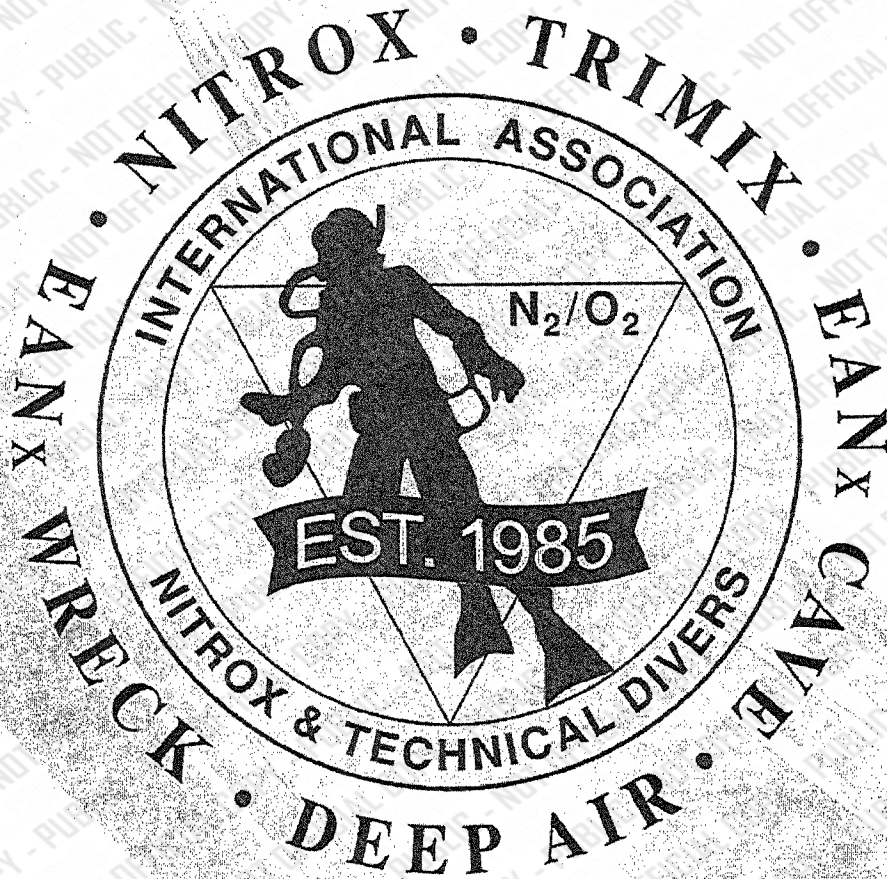
PLEASE DO NOT DISTRIBUTE

These Standards are licensed for use exclusively by IANTD Professional.

These Standards are licensed for use exclusively by IANTD Professionals and are there for dive training use only. These standards are copyrighted and are the intellectual property of IANTD. IANTD grants its active professional license to use these standards only. You agree that possession and use of the IANTD Standards shall be strictly in accordance with this license and receipt or possession does not convey any rights to divulge, reproduce or allow others to use these Standards without specific written authorization from IANTD. All rights not expressly granted are reserved by IANTD. PLEASE DO NOT DISTRIBUTE!

IAND, Inc. dba IANTD wishes to thank all of the members of the BOA both past and present for their contribution to these standards. While some leaders in the diving world have decided to receive the honor of Emeritus BOA member, their contributions are noted fully and their assistance in development of these standards and to diving are very much appreciated and respected

INTERNATIONAL ASSOCIATION OF NITROX AND TECHNICAL DIVERS



TECHNICAL & OVERHEAD ENVIRONMENTS PROGRAMS STANDARDS & PROCEDURES MANUAL VERSION 21.0.1

IANTD QUALITY ASSURANCE PROGRAM

The objective of the IANTD Quality Assurance Program is to establish a minimum level of quality provided by each and every Member/Instructor of the IANTD system, for public safety and satisfaction. Without a Quality Assurance Program, IANTD cannot assure the uncompromised credibility of their programs. To achieve this, IANTD must monitor and enforce IANTD Standards and Procedures with fair, honest and ethical intentions in all venues.

The Quality Assurance Process involves a protocol that strictly adheres to a system that includes;

1. **Due Process** - consistent internationally and made available to every Member inaugurated into the system.
2. **Equal and Fair Opportunity** - for each member and Licensee to present their issues and protect their interests.
3. **Standards and Procedures** - are made available to each and every member of the IANTD family and are clearly explained. This process also involves a presentation of IANTD's Training Philosophy.
4. **Confidentiality** - maintained through all matters and stages within a Quality Assurance Inquest. The Licensee will hold students, Instructors, Instructor Trainers, other Members and divers names in confidence.

A failure to respond to an inquest regarding Quality Assurance by IANTD or the Licensee, will result in an IMMEDIATE SUSPENSION of a Member/Instructor,

IANTD/IAND, Inc. and their Licensees reserve the right to issue a Non-Teaching Status, SUSPENDED STATUS or an EXPELLED STATUS should IANTD or the Licensee have solid grounds or evidence supporting a direct violation of any items published in the IANTD Standards and Procedures Manual.

► **Note: In cases involving a fatality during training the Instructor/member will be temporarily placed on Non - Teaching status.**

Recommendations for Quality Assurance Maintenance

IANTD World HQ shall maintain a degree of quality and standard adherence by implementing a Quality Assurance program. This program is designed to guide instructors in abiding by the high standards and procedures outlined in the IANTD Standards and Procedures Manual and Standards.

Suspected Standards Violation

Due Process

1. **News of disciplinary failure** - Information is gathered by IANTD or the Licensee in a timely manner that suggests or indicates that a particular Member/Instructor is in either direct violation of IANTD Standards or compromising the reputation or level of minimum quality required by IANTD. With sound evidence and indication of violations, IANTD or the Licensee (CAN) then place that Member/Instructor on Non-Teaching Status or Suspension
2. **Communication** - Once Information has been gathered and IANTD determines that standards have been violated the Training director shall send the Instructor/member a letter advising of the complaint and the reporting requirements.
3. **Preliminary Defense** - Once the Instructor/member replies in writing, The instructor may respond in a simple and objective manner, solving a misunderstanding or baseless accusation or the instructor may request a people or witness to be heard, documents presented, evidence presented or any materials that he deems necessary for his defense. (5 Days)
4. **Formal Accusation** - Once The Training Director is not convinced of the defense of the Instructor, or the evaluation of the evidence and documents and it is determined that a clear violation has been alleged, The Training director will appoint a 3 member Quality Assurance Board and And they will analyze all the acts of the process. One secretary of the Board (secretary) will prepare a summary of the allegations along with any letters of complaint, witness statements and evidence. This information will be sent to for the investigated instructor, with a clear indictment of which faults this instructor has committed. (10 days)
5. **Final Defense** - Once the Instructor/member replies in writing, using all the materials produced and others he deems appropriate, defending himself against the accusation(s) that is (are) imputed to him. (05 days)
6. **Report and decision of the board** - the QA board has submitted their findings the Training director will present the case to the IANTD BOD for final approval. Once approved the Training director will prepare a letter and send to the Instructor/member advising the results of the QA board. This letter will advise what standards they were found guilty of. This letter will also state the appeal process. (15 days)

A Member/Instructor on Non-Teaching Status or Suspension shall not conduct or supervise IANTD programs or receive all the benefits of Membership with the following exceptions;