

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): July 21, 2016

APOLLO MEDICAL HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-37392
(Commission File
Number)

46-3837784
(I.R.S. Employer
Identification Number)

700 N. Brand Boulevard, Suite 1400, Glendale, CA 91203
(Address of principal executive offices) (zip code)

(818) 396-8050
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Director of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On July 21, 2016, Mihir Shah was appointed as Chief Financial Officer of Apollo Medical Holdings, Inc. (“AMEH”), Apollo Medical Management, Inc. (“AMM”), and their respective subsidiaries and affiliates (collectively, the “Company”). Mr. Shah previously served as the Company’s accounting consultant from March 2016 through July 20, 2016.

From April 2015 to February 2016, Mr. Shah served as Chief Financial Officer of Unitek Information Systems, Inc., a private equity-backed company that offers nursing, allied health and information technology training programs. From April 2013 to March 2015, he was Vice President and Controller of Health Essentials, LLC, a private equity-backed healthcare organization that provides post-acute care and hospice/palliative care services to the frail and elderly population in California. Mr. Shah was employed at Arcadian Health Plan from December 2005 through March 2013, serving as its Vice President Finance and Analytics from January 2010 through March 2013, Senior Director of Finance and Analytics from January 2008 through December 2009, and Senior Financial Analyst from December 2005 through December 2007. He is a Certified Public Accountant and received a Master of Commerce-Cost Accounting from Gujarat University in Ahmedabad, India.

On July 21, 2016, AMM and Mr. Shah entered into an employment agreement (the “Shah Employment Agreement”), which was approved by the Compensation Committee of the Board of Directors of AMEH (the “Compensation Committee”). Pursuant to the Shah Employment Agreement, Mr. Shah will serve as Chief Financial Officer of the Company, for which services he shall be paid an annual base salary of \$260,000. The base salary may be re-evaluated annually at the sole discretion of AMM and may be increased in the sole discretion of AMM. In addition, Mr. Shah shall be entitled to participate in any Company incentive compensation plans as are now available or may become available to other similarly positioned employees of the Company and/or receive a cash bonus that may be decided by the Compensation Committee, in its sole and absolute discretion. Moreover, Mr. Shah shall be eligible to participate in any equity incentive plan available to similarly positioned executives. From time to time, the Compensation Committee may, in its sole and absolute discretion, grant stock options or award other equity compensation to Mr. Shah.

Mr. Shah shall be entitled to fifteen (15) days of paid time off per calendar year, which time shall be accrued ratably during the calendar year. Mr. Shah shall be entitled to reimbursement of expenses incurred on behalf of the Company, including travel and related per diem expenses, consistent with the Company’s policies and, in all cases, subject to proper documentation maintained and submitted by Mr. Shah. Mr. Shah is eligible to receive benefits available to the Company’s employees generally and coverage by directors’ and officers’ liability insurance, and he is subject to standard tax withholding provisions.

The term of the Shah Employment Agreement commenced on July 21, 2016 (the “Commencement Date”) and continues for a period of two years. The term of the Shah Employment Agreement shall automatically be extended for subsequent one year terms, renewing on each respective anniversary of the Commencement Date (each, a “Renewal Date”), unless, not less than 90 days prior to each such Renewal Date, either party shall have given notice to the other that the Shah Employment Agreement will not be renewed.

Notwithstanding the foregoing, the Shah Employment Agreement shall terminate in the event of death, disability, termination by the Company or termination by Mr. Shah. In the event of termination for cause (as defined in the Shah Employment Agreement) or non-renewal of the term, the Company shall pay Mr. Shah any accrued but unpaid salary through the date of termination or the end of the term, as the case may be. In the event of a termination by the Company without cause or termination by Mr. Shah for good reason (as defined in the Shah Employment Agreement), the Company shall pay Mr. Shah an amount equal to four weeks of Mr. Shah’s most recent base salary for every full year of his active employment, but such amount shall be no less than six months’ worth nor more than twelve months’ worth of his most recent base salary.

The Shah Employment Agreement also contains provisions that are customary for an agreement of this type, including covenants regarding confidentiality and non-solicitation, a prohibition on other employment during the term and dispute resolution. The foregoing summary of the Shah Employment Agreement is qualified in its entirety by reference to the Shah Employment Agreement, a copy of which is attached hereto as Exhibit 10.1.

Item 7.01. Regulation FD Disclosure.

On July 25, 2016, the Company issued a press release announcing the change in management described in Item 5.02 of this Form 8-K. A copy of the Company's press release is furnished with this Form 8-K and attached hereto as Exhibit 99.1. The information in Exhibit 99.1 shall not be deemed "filed" for purposes of Section 18 of the Exchange Act and shall not be deemed incorporated by reference into any filing under the Securities Act.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1+	Employment Agreement by and between Apollo Medical Management, Inc. and Mihir Shah dated July 21, 2016
99.1	Apollo Medical Holdings, Inc. Press Release dated July 25, 2016

+ Management contract or compensatory plan, contract or arrangement

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

APOLLO MEDICAL HOLDINGS, INC.

Dated: July 26, 2016

By: /s/ Warren Hosseinion

Name: Warren Hosseinion

Title: Chief Executive Officer

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is made and entered into effective July 21, 2016, by and between Apollo Medical Management, Inc., a California corporation (the “Employer”), and Mihir Shah (the “Employee”). Together, the Employer and Employee are individually sometimes referred to herein as a “Party” and collectively as the “Parties”. The Employer, together with any one or more of its Affiliates (as defined in Section 6), is sometimes referred to collectively herein as the “Company”.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.** The term of this Agreement shall commence on July 21, 2016 (the “Commencement Date”) and continue thereafter for a period of two years. The term of this Agreement shall automatically extended for subsequent one year terms renewing on each respective anniversary of the Commencement Date (the date of each such renewal shall be the “Renewal Date”), unless, not less than 90 days prior to each such Renewal Date, either Party shall have given notice to the other that the Agreement will not be renewed. Each term of this Agreement, beginning with the Commencement Date or any subsequent Renewal Date, shall be subject to termination as provided in Section 4 and may be referred to herein as the “Term.”

2. **Position and Duties.** During the Term, the Employee shall serve as the Chief Financial Officer (“CFO”) of the Company, with the duties and responsibilities commensurate with such office and required by the Company, which is subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and whose common stock is publicly traded, including without limitation, (i) financial oversight of the Company as a whole and its component parts; (ii) preparation of the Company’s financial statement; (iii) the training and supervision of the accounting and financial staff and consultants of the Company; (iv) the establishment, maintenance and, when and as necessary, the remediation, of proper internal controls appropriate for the Company; (v) the preparation of reports (“Reports”) containing financial information filed periodically by the Company with the Securities and Exchange Commission under the Exchange Act; (vi) the execution of certificates required of the CFO under the Sarbanes-Oxley Act of 2002, as amended, in connection with Reports; (vii) the preparation and, when requested, the presentation (including in person), of Company financial information to investment banking firms, at conferences and in connection with the Company’s capital raising activities; and (viii) participation in earnings calls during the course of the Company’s fiscal year and preparation of the materials used in connection therewith. The Employee will also undertake such corporate administration duties, including human resources for the Company, as may be reasonably requested of him. The Employee shall devote all of his working time and efforts as may be necessary to the business and affairs of the Company and shall not engage in any other employment or consultancy, full-time or part-time, for any other person during the Term, as well as complying fully with the provisions of Section 6(h) of this Agreement. The Executive understands, acknowledges and agrees that the nature of his duties may require him to travel on Company business, and such travel may include overnight and multiple-day travel. The Executive shall report to the Company’s Chief Executive Officer and, upon request, the Company’s Board of Directors or any committee thereof, including without limitation its Audit Committee. Additionally, in the exercise of his duties and responsibilities pursuant to this Agreement, the Employee shall at all times follow all guidelines and policies of the Company, including without limitation all of its corporate governance guidelines, codes of ethics, codes of business conduct, related party transaction policy and insider trading policy, as from time to time in effect (collectively, “Corporate Governance Policies”). The violation of any Corporate Governance Policies by the Employee shall be considered a basis for termination for Cause (as defined in Section 4(c) of this Agreement).

3. **Compensation and Related Matters.**

(a) **Base Salary.** The Employer shall pay the Employee for all services rendered a base salary of \$260,000 per year, (the “Base Salary”), payable in accordance with the Employer’s payroll procedures, subject to customary withholdings and employment taxes. The Base Salary may be re-evaluated annually at the sole discretion of the Employer and may be increased at the sole discretion of the Employer.

(b) Incentive Compensation. The Employee shall be entitled to participate in any Company incentive compensation plans as are now available or may become available to other similarly positioned employees of the Employer and/or receive a cash bonus that may be decided by the Compensation Committee of the Company's Board of Directors (or, in the absence of a Compensation Committee, the Board of Directors itself), in its sole and absolute discretion. The Employee's entitlement to a bonus under any such plan shall be governed by the terms of any such plan and/or the terms of any determination made as provided in the previous sentence and no right to any such compensation is created by this Agreement.

(c) Equity Awards. The Employee shall be eligible to participate in the any Company equity incentive plan available to similarly positioned executives (an "Incentive Plan"). From time to time, the Compensation Committee of the Company's Board of Directors (or, in the absence of a Compensation Committee, the Board of Directors itself) may, in its sole and absolute discretion, grant stock options or award other equity compensation to the Employee pursuant to the Stock Plan. The Employee's entitlement to any grant or award under any such plan shall be governed by the terms of any Incentive Plan and no right to any such grant or award is created by this Agreement.

(d) Paid Time Off. During the term, the Employee shall be entitled to fifteen (15) days of paid time off ("PTO") per calendar year which shall be accrued ratably during the calendar year, to be taken at such times and intervals as shall be mutually agreed to by the Employer and the Employee in their reasonable discretion. The Employee shall be entitled to accrue a maximum of fifteen (15) days of PTO at any time. If the maximum PTO accrual is reached, no more PTO will accrue until Employee uses one or more accrued PTO days.

(e) Expenses. The Employee shall be entitled to reimbursement of expenses incurred on behalf of the Employer, including travel and related per diem expenses, consistent with the Employer's policies and, in all cases, subject to proper documentation maintained and submitted by the Employee. The Employer agrees to maintain an insurance policy providing reasonable and customary insurance coverage for errors and omissions of its directors and officers made in the course and scope of employment with Employer, in such amounts and on such terms as are generally available to the Company's other directors and executive officers, at no cost to Employee.

(f) Other Benefits. During the Term, the Employee shall be entitled to continue to participate in or receive benefits under any employee benefit plan or arrangement which is or may, in the future, be made available by the Employer to its employees generally, subject to and on a basis consistent with the terms, conditions and overall administration of such plan or arrangement.

(g) Tax Withholding. The Employer shall undertake to make deductions, withholdings and tax reports with respect to payments and benefits under this Agreement, to the extent it reasonably and in good faith believes it is required to make such deductions, withholdings and tax reports. Payments under this Agreement shall be in amounts net of any such deductions or withholdings. Nothing in this Agreement shall be construed to require the Employer to make any payments to compensate the Employee for any adverse tax effect associated with any payments or benefits, or for any deduction or withholding from any payment or benefit.

4. Termination. The Employee's employment hereunder may be terminated under the following circumstances:

(a) Death. The Employee's employment hereunder shall terminate upon the Employee's death.

(b) Disability. The Employer may terminate the Employee's employment if the Employee is disabled and, because of the disability, is unable to perform the essential functions of the Employee's then existing position or positions under this Agreement with or without reasonable accommodation for a period of at least three (3) months. This provision is not intended to reduce any rights the Employee may have pursuant to any law, including without limitation the California Family Rights Act, the Family and Medical Leave Act, the California Fair Employment and Housing Act and the Americans with Disabilities Act.

(c) Termination by the Employer for Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder for Cause. For purposes of this Agreement, "Cause" shall mean: (i) conduct by the Employee constituting a material act of gross negligence, recklessness or willful misconduct in connection with the performance of the Employee's duties, including, without limitation, misappropriation of funds or property of the Company other than the occasional, customary and de minimis use of the Employer's property for personal purposes; (ii) the commission by the Employee of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud, or any conduct by the Employee that would reasonably be expected to result in material injury to the Company or its reputation if the Employee were retained in the Employee's position; (iii) continued, willful and deliberate non-performance by the Employee of the Employee's duties hereunder (other than by reason of the Employee's physical or mental illness, incapacity or disability); (iv) a material breach by the Employee of this Agreement; (v) a violation by the Employee of the Employer's employment policies which has continued following written notice of such violation; (vi) material failure to perform the duties of Chief Financial Officer as set forth in Section 2 of this Agreement; or (vii) willful failure to cooperate with a bona fide internal inquiry or investigation, including without limitation any inquiry or investigation by the Company's legal counsel, the Company's Audit Committee or regulatory or law enforcement authorities, after being instructed by the Employer to cooperate, or the willful destruction or failure to preserve documents or other materials known to be relevant to any such inquiry or investigation or the willful inducement of others to fail to cooperate or to produce documents or other materials in connection with any such inquiry or investigation.

(d) Termination Without Cause. At any time during the Term, the Employer may terminate the Employee's employment hereunder without Cause. Any termination by the Employer of the Employee's employment under this Agreement which does not constitute a termination for Cause under Section 4(c) and does not result from the death or disability of the Employee under Sections 4(a) or (b) shall be deemed a termination without Cause.

(e) Termination by the Employee. At any time during the Term, the Employee may terminate his employment hereunder for any reason, including but not limited to Good Reason. For purposes of this Agreement, "Good Reason" shall mean that the Employee has complied with the "Good Reason Process" (hereinafter defined) following the occurrence of any of the following events: (i) a material diminution in the Employee's responsibilities, authority or duties or (ii) the material breach of this Agreement by the Employer. "Good Reason Process" shall mean (i) the Employee reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Employee notifies the Employer in writing of the occurrence of the Good Reason condition within 60 days following the occurrence of such condition; (iii) the Employee cooperates in good faith with the Employer's efforts, for a period of 60 days following such notice (the "Cure Period"), to remedy the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist; and (v) the Employee terminates his employment within 60 days following the end of the Cure Period. If the Employer cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred, the Employee may not terminate his employment for Good Reason and any termination by the Employee under such circumstances shall be deemed to be a termination by the Employee without Good Reason.

(f) Notice of Termination. Except for termination as specified in Section 4(a), any termination of the Employee's employment shall be communicated by written Notice of Termination by the Party initiating the termination to the other Party. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement upon which reliance is made by the terminating Party.

(g) Date of Termination. "Date of Termination" shall mean the earliest to occur of the following: (i) if the Employee's employment is terminated by the Employee's death, the date of the Employee's death; (ii) if the Employee's employment is terminated by the Employee under Section 4(e) with Good Reason, the date on which Notice of Termination is given after the end of the Cure Period; (iii) if the Employee's employment is terminated by the Employee under Section 4(e) without Good Reason, 30 days after the date of which a Notice of Termination is given; (iv) the first anniversary date of the Commencement Date that is not also a Renewal Date (except that July 21, 2017 shall not be a Date of Termination); or (v) in all other cases, the date on which Notice of Termination is given by one Party to the other Party. Notwithstanding the foregoing, in the event that the Employee gives a Notice of Termination to the Employer, the Employer may unilaterally accelerate the Date of Termination but such acceleration shall nevertheless be deemed a termination by the Employee on the accelerated date for purposes of this Agreement.

5. Compensation Upon Termination.

(a) Termination or Nonrenewal Generally. If the Employee's employment with the Employer is terminated for any reason during the Term, or if the Term is not renewed, the Employer shall pay or provide the Employee (or the Employee's authorized representative or estate) any earned but unpaid Base Salary for services rendered through the Date of Termination, unpaid expense reimbursements pursuant to Section 3(e), and accrued but unused PTO ("Accrued Benefits") within the time prescribed by California law. With respect to vested benefits the Employee may have under any employee benefit plan of the Employer, payment, if any, will be made to the Employee under the terms of the applicable plan.

(b) Termination by the Employer Without Cause or by the Employee With Good Reason. If the Employee's employment is terminated by the Employer without Cause as provided in Section 4(d), or the Employee terminates his employment for Good Reason as provided in Section 4(e), then the Employer shall, through the Date of Termination, pay the Employee his Accrued Benefits, and any of the Employee's vested benefits under any employee benefit plan of the Employer shall be paid to the Employee under the terms of the applicable plan. If, but only if, the Employee signs a general release of claims in a form and manner satisfactory to the Employer, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (a "Release") within 21 days following the receipt of the form of Release (extended to 45 days in the event of a group termination or exit incentive program) and does not revoke such Release during the seven (7) day revocation period provided for therein:

(i) the Employer shall pay the Employee an amount equal to four weeks of Employee's most recent Base Salary for every full year of Employee's active employment by Employer, but such amount shall be no less than six months' worth nor more than twelve months' worth of the Employee's most recent Base Salary (the "Severance Amount"). To the extent that such Severance Amount exceeds the 409A Separation Pay Limit (as defined below), such amount shall be paid in a single lump sum on the regular payroll date of the Employer, pertaining to then current salaried employees of the Employer, ("payroll date") next following the first anniversary date of the Employee's Date of Termination or first permissible date afterward. The portion of the Severance Amount that does not exceed the 409A Separation Pay Limit shall be paid in substantially equal amounts on each payroll date in accordance with the Employer's normal payroll practices over consecutive periods of three months for each year of Base Salary that is due as the Severance Amount, beginning on the first payroll date after the Date of Termination or expiration of the seven-day revocation period of the Release, if later, provided, however, that all such payments shall be concluded prior to the last day of the second (2d) taxable year of the Employee following the taxable year of the Employee in which the Employee has a separation from service as defined in Section 409A; and

(ii) the Employer shall pay the Employee an amount equal to the Employer's premium amounts paid for coverage of Employee at the time of the Employee's termination of coverage under the Employer's group medical, dental and vision programs for a period of twelve (12) months, to be paid directly to the Employee at the same times such payments would be paid on behalf of a current employee for such coverage; provided, however:

(A) No payments shall be made under this paragraph (ii) unless the Employee timely elects continued coverage under such plan(s) pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended ("COBRA");

(B) This paragraph (iii) shall not be read or construed as placing any restrictions upon amounts paid under this paragraph (ii) as to their use;

(C) Payments under this paragraph (iii) shall cease as of the earliest to occur of the following:

(1) the Employee is no longer eligible for and continuing to receive the COBRA coverage elected in subparagraph (A);

(2) the time period set forth in the first sentence of this paragraph (iii),

(3) the date on which the Employee first becomes eligible to enroll in a group health plan in which eligibility is based on employment with an employer, and

(4) if the Employer in good faith determines that payments under this paragraph (iii) would result in a discriminatory health plan pursuant to the Patient Protection and Affordable Care Act of 2010, as amended.

(iii) Each individual payment of Severance Amount under Section 5(b)(ii), and each payment under Section 5(b)(iii), of this Agreement, shall be deemed to be a separate "payment" for purposes and within the meaning of Treasury Regulation Section 1.409A-2(b)(2)(iii).

(iv) Each individual payment of the Severance Amount under Section 5(b)(ii), and each payment under Section 5(b)(iii), of this Agreement, which are considered "non-qualified deferred compensation" ("NQDC") under Section 409A shall be made on the date(s) provided herein and no request to accelerate or defer any such payment under this Agreement shall be considered or approved for any reason whatsoever, except as permitted under Section 409A and as the Employer allows in its sole discretion. The Employer may in its sole discretion accelerate or defer (but not beyond the time limit set forth below) any severance payments which do not constitute NQDC in order to allow for the payment of taxes due, but not beyond the time limit specified for such payment such that the payment would be treated as NQDC. Subject to the requirements of Section 409A, if any payment of severance payment under Section 5(b)(ii), or reimbursement under Section 5(b)(iii), of this Agreement, is determined in good faith by the Employer to constitute NQDC payable to a "specified employee" as defined under Section 409A, then the Employer shall make any such payment not earlier than the earlier of: (x) the date which is six (6) months following the Employee's separation from service with the Employer, or (y) the date of Employee's death.

(v) for purposes of this Section 5, "Section 409A" means Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder.

(vi) for purposes of this Section 5, "409A Separation Pay Limit" means two times the lesser of (x) the Employee's Base Salary plus bonus earned from services provided to the Employer during the calendar year preceding the year of the termination of employment; and (y) the adjusted compensation limit under Code section 401(a)(17) in effect for the year of the termination.

Notwithstanding the foregoing, if the Employee breaches this Agreement, including, without limitation, Section 2 and/or Section 6 of this Agreement, all payments of the Severance Amount and the Employer's payment for medical, dental, and vision insurance continuation shall immediately cease.

6. Confidential Information, Nonsolicitation and Cooperation.

(a) Definitions.

(i) As used in this Agreement, "Affiliate" means, as to any Person, (i) any other Person which directly, or indirectly through one or more intermediaries, controls such Person or is consolidated with such Person in accordance with GAAP, (ii) any other Person which directly, or indirectly through one or more intermediaries, is controlled by or is under common control with such Person, or (iii) any other Person of which such Person owns, directly or indirectly, ten percent (10%) or more of the common stock or equivalent equity interests. As used herein, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or otherwise.

(ii) As used in this Agreement, "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization.

(b) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Employer or its Affiliates which is of value to the Employer or any of its Affiliates in the course of conducting its business (whether having existed, now existing, or to be developed or created during Employee's employment by Employer) and the disclosure of which could result in a competitive or other disadvantage to the Employer or its Affiliates. Confidential Information includes, without limitation, contract terms and rates; negotiating and contracting strategies; facility participation status; financial information, reports, and forecasts; inventions, improvements and other intellectual property; product plans or proposed product plans; trade secrets; know how; designs, processes or formulae; software; market or sales information, plans or strategies; employee, customer, patient, provider and supplier information; information from patient medical records; financial data; insurance reimbursement methodologies, strategies, and practices; product and service pricing methodologies, strategies and practices; contracts with physicians, providers, provider networks, payors, physician databases and contracts with hospitals; regulatory and clinical manuals; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) that have been discussed or considered by the Employer or its Affiliates, including without limitation the management of the Employer or its Affiliates. Confidential Information includes information developed by the Employee in the course of the Employee's employment by the Employer, as well as other information to which the Employee may have access in connection with the Employee's employment. Confidential Information also includes the confidential information of others with which the Employer or its Affiliates has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Employee's duties under Section 6(b), unless otherwise due to Employee's breach of the obligations in this Agreement, or unless due to violation of another person's obligations to the Employer or its Affiliates that Employee should have taken reasonable measures to prevent but that Employee did not take.

(c) Confidentiality. The Employee understands and agrees that the Employee's employment creates a relationship of confidence and trust between the Employer and the Employee with respect to all Confidential Information. At all times, both during the Employee's employment with the Employer and after the Employee's termination from employment for any reason, the Employee shall keep in confidence and trust all such Confidential Information, and shall not use, disclose, or transfer any such Confidential Information without the written consent of the Employer, except as may be necessary within the scope of Employee's duties with Employer and in the ordinary course of performing the Employee's duties to the Employer. Employee understands and agrees not to sell, license or otherwise exploit any products or services which embody or otherwise exploit in whole or in part any Confidential Information or materials. Employee acknowledges and agrees that the sale, misappropriation, or unauthorized use or disclosure in writing, orally or by electronic means, at any time of Confidential Information obtained by Employee during or in connection with the course of Employee's employment constitutes unfair competition. Employee agrees and promise not to engage in unfair competition with Employer or its Affiliates, either during employment or at any time thereafter.

(d) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, that are furnished to the Employee by the Employer or its Affiliates or are produced by the Employee in connection with the Employee's employment will be and remain the sole property of the Employer and its Affiliates. The Employee shall return to the Employer all such materials and property as and when requested by the Employer. In any event, the Employee shall return all such materials and property immediately upon termination of the Employee's employment for any reason. The Employee shall not retain any such material or property or any copies thereof after such termination. It is specifically agreed that any documents, card files, notebooks, programs, or similar items containing customer or patient information are the property of the Employer and its Affiliates regardless of by whom they were compiled.

(e) Disclosure Prevention. The Employee will take all reasonable precautions to prevent the inadvertent or accidental exposure of Confidential Information.

(f) Removal of Material. The Employee will not remove any Confidential Information from the Employer's or its Affiliate's premises except for use in the Employer's business, and only consistent with the Employee's duties with the Employer.

(g) Copying. The Employee agrees that copying or transfer of Confidential Information (by any means) shall be done only as needed in furtherance of and for use in the Employer's and its Affiliate's business, and consistent with the Employee's duties with the Employer. The Employee further agrees that copies of Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to all restrictions herein.

(h) No "Moonlighting". During the Employee's employment with the Employer, the Employee agrees not to accept or continue in any job, consulting work, directorship, or employment that may conflict with Employee's duties and responsibilities to Employer, including the duty of loyalty, without the written approval of senior management of the Employer.

(i) Computer Security. During the Employee's employment with the Employer, the Employee agrees only to use the Employer's and its Affiliate's computer resources (both on and off the Employer's premises) for which the Employee has been authorized and granted access. The Employee agrees to comply with the Employer's policies and procedures concerning computer security.

(j) E-Mail. The Employee acknowledges that the Employer retains the right to review any and all electronic mail communications made with employer provided email accounts, hardware, software, or networks, with or without notice, at any time.

(k) Assignment. The Employee acknowledges that any and all inventions, discoveries, designs, developments, methods, modifications, improvements, trade secrets, processes, software, formulae, data, "know-how," databases, algorithms, techniques and works of authorship whether or not patentable or protectable by copyright or trade secret, made or conceived, first reduced to practice, or learned by the Employee, either alone or jointly with others, during the Term that (i) relate to or are useful in the business of the Employer or its Affiliates, or (ii) are conceived, made or worked on at the expense of or during the Employee's work time for the Employer, or using any resources or materials of the Employer or its Affiliates, or (iii) arise out of tasks assigned to the Employee by the Employer (together "Proprietary Inventions") will be the sole property of the Employer or its Affiliates. The Employee acknowledges that all work performed by the Employee is on a "work for hire" basis and the Employee hereby assigns or agrees to assign to the Employer the Employee's entire right, title and interest in and to any and all Proprietary Inventions and related intellectual property rights. The Employee agrees to assist the Employer to obtain, maintain and enforce intellectual property rights for Proprietary Inventions in any and all countries during the Term, and thereafter for as long as such intellectual property rights exist.

NOTICE TO CALIFORNIA EMPLOYEES

Pursuant to California Labor Code § 2872, an agreement requiring the employee to assign or offer to assign any of his or her rights in any invention to his or her employer does not apply to an invention which qualifies fully under the provisions of California Labor Code § 2870, which provides as follows:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of the State of California and is unenforceable.

(1) Nonsolicitation. Employee agrees and covenants that, at any time during the Employee's employment with the Employer and for a period of twelve (12) months immediately following the termination of the Employee's relationship with the Employer for any reason, whether with or without cause, the Employee shall not, either on the Employee's own behalf or on behalf of any other person: (i) solicit the services of or entice away, directly or indirectly, any person employed or engaged by or otherwise providing services to the Employer or its Affiliates (this provision does not prohibit the Employee's post-termination acceptance of unsolicited applications for employment); or (ii) take any illegal action or engage in any unfair business practice, including without limitation any misappropriation of confidential, proprietary, or trade secret information of the Employer or its Affiliates, as a result of which relations between the Employer or its Affiliates, and any of their customers, clients, suppliers, distributors or others, may be impaired or which might otherwise be detrimental to the business interests or reputation of the Employer or its Affiliates.

(m) Third-Party Agreements and Rights. The Employee hereby confirms that the Employee is not bound by the terms of any agreement with any previous employer or other party which restricts in any way the Employee's use or disclosure of information or the Employee's engagement in any business except as Employee has previously provided written notice to Employer and has attached to this Agreement. The Employee represents to the Employer that the Employee's execution of this Agreement, the Employee's employment with the Employer and the performance of the Employee's proposed duties for the Employer will not violate any obligations the Employee may have to any previous employer or other party. In the Employee's work for the Employer, the Employee will not disclose or use any information in violation of any agreements with or rights of any such previous employer or other party, and the Employee will not bring to (by any means) the premises of the Employer any copies or other tangible embodiments of non-public information belonging to or obtained from any such previous employment or other party.

(n) Litigation and Regulatory Cooperation. During and after the Employee's employment, the Employee shall cooperate fully with the Employer in the defense or prosecution of any claims or actions now in existence or that may be brought in the future against or on behalf of the Employer that relate to events or occurrences that transpired while the Employee was employed by the Employer. The Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness on behalf of the Employer at mutually convenient times. During and after the Employee's employment, the Employee also shall cooperate fully with the Employer in connection with any investigation or review of any federal, state, or local regulatory authority as any such investigation or review relates to events or occurrences that transpired while the Employee was employed by the Employer. The Employer shall reimburse the Employee for any reasonable out of pocket expenses incurred in connection with the Employee's performance of obligations pursuant to this Section. "Full cooperation" shall not be construed to in any way require any violation of law or any testimony that is false or misleading.

(o) Enforcement; Injunction. The Employee acknowledges and agrees that the restrictions contained in this Agreement are reasonable and necessary to protect the business and interests of the Employer and its Affiliates, do not create any undue hardship for the Employee, and that any violation of the restrictions in this Agreement would cause the Employer and its Affiliates substantial irreparable injury. Accordingly, the Employee agrees that a remedy at law for any breach or threatened breach of the covenants or other obligations in Section 6 this Agreement would be inadequate and that the Employer, in addition to any other remedies available, shall be entitled to obtain preliminary and permanent injunctive relief to secure specific performance of such covenants and to prevent a breach or contemplated or threatened breach of this Agreement without the necessity of proving actual damage and without the necessity of posting bond or security, which the Employee expressly waives. Moreover, the Employee will provide the Employer a full accounting of all proceeds and profits received by the Employee as a result of or in connection with a breach of Section 6 this Agreement. Unless prohibited by law, the Employer shall have the right to retain any amounts otherwise payable by the Employer to the Employee to satisfy any of the Employee's obligations as a result of any breach of Section 6 of this Agreement. The Employee hereby agrees to indemnify and hold harmless the Employer and its Affiliates from and against any damages incurred by the Employer or its Affiliates as assessed by a court of competent jurisdiction as a result of any breach of Section 6 of this Agreement by the Employee. The prevailing party shall be entitled to recover its reasonably attorneys' fees and costs if it prevails in any action to enforce Section 6 of this Agreement. It is the express intention of the parties that the obligations of Section 6 the Agreement shall survive the termination of the Employee's employment. The Employee agrees that each obligation specified in Section 6 of this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in Section 6 of this Agreement. No change in the Employee's duties or compensation shall be construed to affect, alter or otherwise release the Employee from the covenants herein.

7 . Successors. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns, including any corporation or entity with which or into which the Employer may be merged or which may succeed to its assets or business, provided, however, that Employee's obligations are personal and shall not be assigned by the Employee. The Employee consents to any assignment by the Employer of this Agreement. In the event of the Employee's death after the Date of Termination but prior to the completion by the Employer of all payments due to the Employee under this Agreement, the Employer shall continue such payments to the Employee's beneficiary designated in writing to the Employer prior to the Employee's death (or to the Employee's estate, if the Employee fails to make such designation).

8 . Enforceability. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9 . Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

10. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid, to the Employee at the last address for which the Employee has provided written notice to the Employer, or to the Employer at its main office, attention of Human Resources.

11. Publications. Employee agrees not to submit any writing for publication or deliver any speech that contains any information relating to the business of the Employer, unless the Employee receives advance written clearance from an authorized representative of the Employer.

12. Publicity. The Employee hereby grants to the Employer the right to use the Employee's name and likeness, without additional consideration, on, in and in connection with technical, marketing and/or disclosure materials published by or for the Employer for the duration of Employee's employment with Employer and for a reasonable period of time following the Date of Termination.

13. Conflicting Obligations and Rights. The Employee agrees to inform the Employer of any apparent conflicts between the Employee's work for the Employer and (a) any obligations the Employee may have to preserve the confidentiality of another's proprietary information or materials or (b) any rights the Employee claims to any inventions or ideas before using the same on the Employer's behalf. Otherwise, the Employer may conclude that no such conflict exists and the Employee agrees thereafter to make no such claim against the Employer. The Employer shall receive such disclosures in confidence and consistent with the objectives of avoiding any conflict of obligations and rights or the appearance of any conflict of interest.

14 . Notification of New Employer. In the event that the Employee leaves the employ of the Employer, voluntarily or involuntarily, the Employee agrees to inform any subsequent employer of the Employee's obligations under Section 6 of this Agreement. The Employee further hereby authorizes the Employer to notify the Employee's new employer about the Employee's obligations under Section 6 of this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior agreements as well as all express or implied negotiations and agreements, between the parties concerning such subject matter.

16 . Amendment. This Agreement may be amended or modified only by a written instrument signed by the Employee and by a duly authorized representative of the Employer.

17. Governing Law. This is a California contract and shall be construed under and be governed in all respects by the laws of the State of California, without giving effect to the conflict of laws principles of such State.

18. Obligations of Successors. The Employer shall require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Employer to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Employer would be required to perform if no such succession had taken place.

19. Consent to Jurisdiction; Forum Selection. At all times the Employee and Employer: (a) irrevocably submit to the exclusive jurisdiction of the Los Angeles Superior Court and United States District Court for the Central District of California, whichever may have competent subject matter jurisdiction, in any action or proceeding arising out of or relating to this Agreement, and irrevocably agree that all claims in respect of any such action or proceeding may be heard and determined in such court; (b) to the extent permitted by law, irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to such party at the address set forth in this Agreement (or otherwise on record with the Employer); (c) to the extent permitted by law, irrevocably confirm that service of process out of such courts in such manner shall be deemed due service upon such party for the purposes of such action or proceeding; (d) to the extent permitted by law, irrevocably waives (i) any objection the Employee or Employer may have to the laying of venue of any such action or proceeding in any of such courts, or (ii) any claim that the Employee or Employer may have that any such action or proceeding has been brought in an inconvenient forum; and (e) to the extent permitted by law, irrevocably agrees that a final non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Section shall affect the right of any party hereto to serve legal process in any manner permitted by law.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

EMPLOYER:

APOLLO MEDICAL MANAGEMENT, INC.:

By: /s/ Warren Hosseinion

Name: Warren Hosseinion

Its: Chief Executive Officer

EMPLOYEE:

/s/ Mihir Shah

Name: Mihir Shah

Release of Claims

I, Mihir Shah, in consideration of and subject to the performance by **Apollo Medical Management, Inc.** (the "Company") of its obligations under the Employment Agreement dated as of July 21, 2016 (as the same may be amended from time to time, the "Agreement"), do hereby release and forever discharge as of the date of my execution of this release (the "Release") the Company, its affiliated and related entities, its and their respective predecessors, successors and assigns, its and their respective employee benefit plans and fiduciaries of such plans, and the current and former officers, directors, shareholders, employees, attorneys, accountants and agents of each of the foregoing in their official and personal capacities (collectively, the "Released Parties") to the extent provided below.

1. I understand that any payments or benefits paid or granted to me under Section 5(b) of the Agreement represent, in part, consideration for signing this Release and are not salary, wages or benefits to which I was already entitled. Such payments and benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company or its affiliates.

2. Releases.

(a) I knowingly and voluntarily (on behalf of myself, my spouse, my heirs, executors, administrators, agents and assigns, past and present) fully and forever release and discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross claims, counterclaims, demands, debts, liens, contracts, covenants, suits, rights, obligations, expenses, judgments, compensatory damages, liquid damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, orders and liabilities of whatever kind of nature, in law and in equity, in contract of in tort, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, vested or contingent, suspected, or claimed, against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns, may have, which arise out of or relate to my employment with, or my separation or termination from, the Company up to the date of my execution of this Release (including, but not limited to, any allegation, claim of violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act), the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; or their state or local counterparts; or under any other federal, state or local civil or human rights law, or under any other local state or federal law, regulation or ordinance; or under any public policy, contract of tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of the Agreement, infliction of emotional distress or defamation; or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters) (collectively, the "Claims").

(b) **SECTION 1542 WAIVER.** Employee agrees that all rights he may have under Section 1542 of the California Civil Code are hereby waived. Section 1542 provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release, Employee agrees that this Agreement is intended to include all claims, if any, that Employee may have against the Company, and that this Agreement extinguishes those claims.

3. I represent that I have made no assignment of transfer of any right, claim, demand, cause of action, or other matter covered by Section 2 above.
4. In signing this Release, I acknowledge and intend that it shall be effective as a bar to each and every one of the claims, demands and causes of action herein above mentioned or implied. I expressly consent that this Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims up to the date of my execution of this Release, if any, as well as those relating to any other claims hereinabove mentioned. I acknowledge and agree that this waiver is an essential and material term of this Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a claim seeking damages against the Company, this Release shall serve as a complete defense to such claims as to my rights and entitlements. I further agree that I am not aware of any pending charge or complaint of the type described in Section 2 as of the date of my execution of this Release.
5. I agree that neither this Release, nor the furnishing of the consideration for this Release, shall be deemed or constructed at any time to be an admission or acknowledgment by the Company, any Released Party or myself of any improper or unlawful conduct.
6. I agree and acknowledge that the provisions, conditions, and negotiations of this Release are confidential and agree not to disclose any information regarding the terms, conditions and negotiations of this Release, nor transfer any copy of this Release to any person or entity, other than my immediate family and any tax, legal or other counsel or advisor I have consulted regarding the meaning or effect hereof or as required by applicable law, and I will instruct each of the foregoing not to disclose the same to anyone.
7. Notwithstanding anything in the Release to the contrary, nothing in this Release shall be deemed to affect, impair, relinquish, diminish, or in any way affect any rights or claims in any respect to (i) any vested rights or other entitlements that I may have as of the date of my execution of this Release under the Company's 401(k) plan; (ii) any other vested rights or other entitlements that I may have as of the date of my execution of this Release under any employee benefit plan or program, in which I participated in my capacity as an employee of the Company; (iii) my rights under the Agreement; or (iv) my rights under the Release.
8. I understand that I continue to be bound by Section 6 of the Agreement.
9. Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this Release are held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Release shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provisions had never been contained herein.
10. This Release shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of laws principles of the State of California.

BY SIGNING THIS RELEASE, I REPRESENT AND AGREE THAT:

- (i) I HAVE READ IT CAREFULLY;
- (ii) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING BUT NOT LIMITED TO, RIGHTS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, AS AMENDED;
- (iii) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;
- (iv) THE COMPANY IS HEREBY ADVISING ME TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, I HAVE HAD THE OPPORTUNITY TO SO CONSULT, AND HAVE AVAILED MYSELF OF SUCH ADVICE TO THE EXTENT I HAVE DEEMED NECESSARY TO MAKE A VOLUNTARY AND INFORMED CHOICE TO EXECUTE THIS RELEASE;

- (v) I HAVE HAD AT LEAST TWENTY ONE (21) DAYS [45 DAYS IN CONNECTION WITH A GROUP TERMINATION OR EXIT INCENTIVE PLAN] FOLLOWING THE DATE OF TERMINATION OF MY EMPLOYMENT TO CONSIDER THIS RELEASE;
- (vi) CHANGES TO THIS RELEASE, WHETHER MATERIAL OR IMMATERIAL, DO NOT RESTART THE RUNNING OF THE 21-DAY [OR 45 DAY] CONSIDERATION PERIOD;
- (vii) I UNDERSTAND THAT I HAVE SEVEN (7) DAYS AFTER THE EXECUTION OF THIS RELEASE TO REVOKE IT, SUCH REVOCATION TO BE RECEIVED IN WRITING BY THE COMPANY BY THE END OF THE SEVENTH DAY AFTER THE DATE HEREOF, AND THAT THIS RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;
- (viii) I HAVE SIGNED THIS RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND
- (ix) I AGREE THAT THE PROVISIONS OF THIS RELEASE MAY NOT BE AMENDED, WAIVED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

DATED AS OF _____, 20__

Mihir Shah



APOLLO MEDICAL HOLDINGS APPOINTS MIHIR SHAH AS CHIEF FINANCIAL OFFICER

GLENDALE, CA – (PR Newswire) – July 25, 2016 – Apollo Medical Holdings, Inc. ("ApolloMed" or "the Company") (OTC: AMEH), an integrated population health management company, today announced the appointment of Mihir Shah, CPA as Chief Financial Officer effective July 21, 2016.

Mr. Shah is a seasoned healthcare executive with over 10 years of experience in the healthcare services sector. His expertise includes leadership in finance roles within the managed care, post-acute care and hospice/palliative care sector, as well as operational efficiency and technology implementation initiatives. He has an established track record of improving financial reporting, reducing overhead, improving organizational workflow and implementing automated processes.

He joined ApolloMed as a consultant in March 2016. Prior to joining ApolloMed, he was CFO of Unitek Information Systems, a private equity-backed company that offers nursing, allied health and information technology training programs. At Unitek, he established a new finance team, implemented a new financial reporting system and developed a new budgeting process. Prior to this, from 2013 to 2015, Mr. Shah was Vice President and Controller of Health Essentials, LLC ("HES"), a private equity-backed healthcare organization that has been providing post-acute care and hospice/palliative care services to the frail and elderly population in California since 1996. At HES, he redesigned the finance departmental infrastructure, including treasury, financial reporting, audit, payroll, revenue cycle and forecasting.

Prior to this, from 2005 to 2013, he was Vice President of Finance and Analytics at Arcadian Health Plan, a venture-backed Medicare Advantage HMO with 64,000 members in 15 states and revenue of \$640 million. Arcadian was acquired by Humana in August 2011. At Arcadian, he developed medical cost projections/targets, implemented operating and performance metrics to drive cost efficiency, and established a new system to estimate IBNR.

Mr. Shah is a Certified Public Accountant and received a Master of Commerce-Cost Accounting from Gujarat University in Ahmedabad, India.

“We are delighted that Mihir has joined our management team,” stated Warren Hosseinion, M.D., Chief Executive Officer of Apollo Medical Holdings. “He has a strong background in financial management, accounting, budget planning and administration, and also understands the healthcare services industry, including medical group management, HMO operations, hospice operations and physician practice management.”

“I am very excited about the opportunity to join the talented and passionate team at ApolloMed,” stated Mihir Shah. “I look forward to working with Warren and the rest of the team in developing and executing on ApolloMed’s corporate strategy, fostering operational excellence, while concentrating on building long-term value for shareholders.”

About Apollo Medical Holdings, Inc.

Headquartered in Glendale, California, ApolloMed is an integrated population health management company committed to providing exceptional multi-disciplinary care in the communities it serves. ApolloMed is addressing the healthcare needs of its patients by leveraging its integrated healthcare delivery platform comprised of six affiliated and complementary physician groups: ApolloMed Hospitalists, ApolloMed ACO (Accountable Care Organization), Maverick Medical Group (Independent Physician Association), Apollo Care Connect and Apollo Palliative Services. ApolloMed strives to improve medical outcomes with high-quality, cost-efficient care. For more information, please visit www.apollomed.net

Forward Looking Statements

This press release may contain forward-looking statements, including information about management's view of future expectations, plans and prospects for Apollo Medical Holdings, Inc. (“the Company”). In particular, when used in the preceding discussion, the words “predicts,” “believes,” “expects,” “intends,” “seeks,” “estimates,” “plans,” “anticipates,” and similar conditional expressions or future or conditional verbs such as “will,” “may,” “might,” “should,” “would” and “could” are intended to identify forward-looking statements. In addition, our representatives may from time to time make oral forward-looking statements. Any such statements, other than those of historical fact, about an action, event or development, are forward-looking statements. Such statements are based on the current expectations and certain assumptions of the Company’s management. Such statements are, therefore, subject to a variety of known and unknown risks, uncertainties and other factors, many of which are beyond the control of the Company, which could cause the actual results, performance or achievements of the Company, its subsidiaries and concepts to be materially different than those that may be expressed or implied in such statements or anticipated on the basis of historical trends. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, the Company’s actual results, performance or achievements may vary materially from those described in the relevant forward-looking statement as being expected, anticipated, intended, planned, believed, sought, estimated or projected. Unknown or unpredictable factors also could have material adverse effects on the Company’s future results. The forward-looking statements included herein are made only as of the date hereof. The Company cannot guarantee future results, levels of activity, performance or achievements. Accordingly, you should not place undue reliance on these forward-looking statements. Finally, the Company undertakes no obligation to update or revise these forward-looking statements to reflect the impact of circumstances or events that arise after the date the forward-looking statement was made, except as required by law, and also takes no obligation to update or correct information prepared by third parties that are not paid for by the Company. You should not place undue reliance on any forward-looking statement and should consider the uncertainties and risks discussed under Item 1A. “Risk Factors” of the Company’s Annual Report on Form 10-K for the year ended March 31, 2016 and in any of the Company’s other subsequent Securities and Exchange Commission filings.

FOR ADDITIONAL INFORMATION

ApolloMed

Gary Augusta

818-839-5200 or via email at gaugusta@apolloed.net

