

03-805-CD

WEST PENN CARDIOLOGY ASSOCIATES, P.C. -vs- DUBOIS REGIONAL MEDICAL

CENTER etal

this Agreement, WPCA and the WPCA Physicians promptly shall vacate DRMC's Cardiac Catheterization Laboratory and remove any and all of their personal property.

- (iii) WPCA and DRMC hereby agree that DRMC provides an essential community service and that DRMC must continue to provide Cardiac Catheterization Services regardless of any differences that may arise between the parties. It is therefore hereby agreed that WPCA and the WPCA Physicians will not seek injunctive relief in the event that DRMC provides notice of termination of this Agreement.

Section 17. Practice Guarantee

DRMC hereby agrees that DRMC shall provide such recruitment assistance to WPCA as may be reasonably necessary to assist WPCA to recruit the two Additional WPCA Physicians who will reside on a full-time basis in the DuBois area. This recruitment assistance shall not apply to the Initial WPCA Physicians and shall be provided in accordance with DRMC's physician recruitment policy.

Section 18. Assignment

This Agreement may not be assigned by either party, without the express written consent of the other.

Section 19. Amendments

This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid it shall have been reduced to

writing and signed by both parties. Notwithstanding the foregoing, this Agreement may also be amended in accordance with Section 12(b) of this Agreement.

Section 20. Non-Competition

- (a) In consideration of this Agreement, and the mutual covenants herein contained and intending to be legally bound hereby, WPCA and each WPCA Physician hereby agree that, so long as this Agreement is in effect, neither WPCA nor any of the WPCA Physicians shall directly or indirectly, within Clearfield, Jefferson, Elk, Cameron, Center, Indiana, McKean, Clarion and Armstrong Counties in Pennsylvania, provide any Professional Cardiac Catheterization Services, or that directly or indirectly compete with DRMC's Cardiac Catheterization Laboratory as an individual, partner, joint venturer, employee or agent for any person, corporation or partnership, officer, director or shareholder, or otherwise enter into a contract with or otherwise provide any Professional Cardiac Catheterization Services or any of the Administrative or Supervisory Services described in this Agreement to any insurance company, health maintenance organization, preferred provider organization, physician-hospital organization, hospital, health system, group medical practice, independent practice association, integrated delivery system, managed care organization, ambulatory surgical center, physician's office, solo practice, or any other person or entity within the counties described herein, except pursuant to an agreement with DRMC or an entity that is related to DRMC, unless DRMC has consented in writing, which consent may be withheld or granted by DRMC within its complete discretion. In addition, WPCA hereby agrees that WPCA shall not assign any of the WPCA Physicians who are

DRMC-based and reside within the DuBois area without the express written consent of DRMC's President.

- (b) WPCA and each WPCA Physician with clinical privileges to provide Professional Cardiac Catheterization Services at DRMC hereby agree that the geographic area covered by this covenant and the period and nature of the restrictions described in Section 20(a) are reasonable and necessary for the protection of DRMC, its successors and assigns. If any provision or part of Section 20(a) shall be invalidated, the remainder of Section 20(a) shall nevertheless continue to be valid and fully enforceable. If any claim of invalidity or unenforceability shall be predicated upon the length of the term of, or the geographical area covered by, any covenant, such provision shall not be deemed invalid or unenforceable but shall be deemed to be modified (so as to be valid and enforceable) to the maximum area and the maximum term or duration as may be determined to be reasonable and equitable.
- (c) WPCA and each WPCA Physician hereby agree that the violation of the terms and conditions of this restrictive covenant in the prohibited area hereinabove specified during the time period specified in Section 20(a) shall result in irreparable and incalculable damage to DRMC, and WPCA and each WPCA Physician therefore agree that, if WPCA or any WPCA Physician takes any action in violation of this restrictive covenant, DRMC shall be entitled to receive injunctive relief restraining WPCA or the WPCA Physician in connection with such violation.
- (d) Notwithstanding the rights of DRMC set forth hereinabove, it is agreed that such remedy shall not be exclusive and shall not prejudice the right of DRMC to pursue any and all other legal and equitable remedies.

- (c) This covenant shall be construed as an agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action of WPCA or any of the WPCA Physicians, whether predicated in this Agreement or otherwise, shall not constitute a defense to the enforcement of this covenant by DRMC.

Section 21. Non-Solicitation

- (a) Recognizing the special nature of the relationship existing, or that will exist, between DRMC's nonphysician personnel who assist WPCA and the WPCA Physicians and recognizing that the recruiting and training of such personnel are a costly and time-consuming endeavor, WPCA and each WPCA Physician hereby agree that neither WPCA nor any of the WPCA Physicians will, without the specific written consent of DRMC, so long as this Agreement is in effect and for a period of two (2) years following the expiration or termination of this Agreement, directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship which exists between DRMC and the nonphysician personnel employed by DRMC's Cardiac Catheterization Laboratory, through offers of contracts for services to be rendered by such personnel or otherwise.
- (b) Recognizing the special nature of the relationship existing, or that will exist, between the WPCA Physicians and DRMC, and recognizing that the recruiting and training of the WPCA Physicians are a costly and time-consuming endeavor, DRMC will not, without the specific written consent of the WPCA, so long as this Agreement is in effect and for a period of two (2) years following the expiration or termination of this Agreement, directly or indirectly, through any manner or

means, impair or initiate any attempt to impair the relationship which exists between WPCA and the WPCA Physicians, through offers of contracts for services to be rendered by such personnel or otherwise.

- (c) Without limiting other possible remedies to either party for breach of this covenant, each party agrees that injunctive or other equitable relief shall be available to enforce this covenant, such relief to be without the necessity of posting a bond, cash or otherwise. Each party further agrees that if any restriction contained in this paragraph is held by a court to be unenforceable or unreasonable, a lesser restriction shall be enforced in its place and remaining restrictions shall be enforced independently of each other.

Section 22. Medicare Access to Books and Records

In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(1)(I)) is applicable to this Agreement, WPCA agrees as follows:

- (a) until the expiration of four years after the furnishing of such services pursuant to this Agreement, WPCA shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement and books, documents and records of WPCA that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and
- (b) if WPCA carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such

subcontract, the related organization shall make available, upon written request to the Secretary of the federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract and books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to such subcontract.

- (c) WPCA shall notify DRMC immediately of any request for access to books and records described above. In addition, WPCA shall indemnify and hold DRMC harmless from any liability arising out of any refusal by WPCA or its subcontractors to grant access to books and records as required above.

Section 23. Use of Name

DRMC may use WPCA's name in connection with promotional or other materials describing DRMC's Cardiac Catheterization Laboratory available to the community. DRMC agrees to restrict its use of WPCA's name (or any derivatives of that name) to materials or statements relating to the Cardiac Catheterization Laboratory. Any statement or materials using WPCA's name shall be subject to the prior written approval of WPCA, which approval shall not be unreasonably withheld.

Section 24. Strict Performance

No failure by either party to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

Section 25. Entire Agreement

There are no other agreements or understandings, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein. This Agreement cancels and supersedes all previous agreements between the parties relating to the subject matter covered by this Agreement. No change or addition to, or deletion of, any portion of this Agreement shall be valid or binding upon the parties hereto unless the same is approved in writing by the parties.

Section 26. Invalidity or Unenforceability of Particular Provisions

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 27. Governing Law and Venue

This Agreement has been executed and delivered in and shall be interpreted, constructed, enforced and governed by and in accordance with the laws of the Commonwealth of Pennsylvania, and the courts of that commonwealth in Clearfield County shall be the exclusive courts of jurisdiction and venue for any litigation, special proceeding or other proceeding between the parties that may be brought or arise out of, in connection with, or by reason of, this Agreement. The parties hereby consent to the jurisdiction of such courts.

Section 28. No Third-Party Rights

Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

Section 29. Construction of Headings

The captions or headings are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.

Section 30. Force Majeure

If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 31. Successors in Interest

Each and all of the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the successors in interest of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the
later day and year written below.

DATE: January 10, 2001 DUBOIS REGIONAL MEDICAL CENTER

WITNESS: Judith J. Stallich BY: Raymond A. Graeca
Raymond A. Graeca
President and Chief Executive Officer

DATE: January 9, 2001 WEST PENN CARDIOLOGY
ASSOCIATES, P.C.

WITNESS: Thomas J. ... BY: Richard J. Heyman
Chief Executive Officer
Karrie E. Hewitt
President

APPENDIX A

Professional Cardiac Catheterization Services shall mean the following clinical procedures.

1. Insertion of intra-aortic balloon pump
2. Diagnostic left heart catheterization
3. Cardiac angiography
4. Coronary angiography
5. Percutaneous coronary angioplasty
6. Implantation of stent in coronary artery
7. Percutaneous coronary endovascular treatments
8. Intracoronary ultrasound test

- (i) meet any timeliness, practice efficiency and quality standards that may be developed for the Cardiac Catheterization Laboratory; and
- (j) The Interventional WPCA Physician shall also possess such additional qualifications as DRMC and WPCA may agree.

If at any time any of the WPCA Physicians fail to meet the above requirements, other than Sections 4(e), (i), and (j), DRMC shall notify WPCA of this fact within three (3) days of DRMC's notice of such failure. WPCA shall, upon receipt of such notification, remove the WPCA Physician in question from all duties pursuant to this Agreement and shall provide the Professional Cardiology Services required by DRMC through such WPCA Physicians who are acceptable to DRMC within ninety (90) days of receipt of said notice. WPCA shall be provided with written notice of an alleged failure to comply with Sections 4(e), (i), or (j) and shall be given a reasonable period of time to cure any such failure, but the WPCA Physician at issue shall not be removed from DRMC's premises unless such removal is in accordance with DRMC's medical staff bylaws or policies. If the WPCA Physician who has been removed from services from DRMC pursuant to this section is one of the WPCA Physicians who must reside in DRMC's Service Area within thirty (30) minutes of DRMC, then, during said ninety (90) day period, WPCA shall continue to meet all of the obligations specified in this Agreement, through one of the Additional WPCA Physicians. Furthermore, WPCA may request an extension of this ninety (90) day period if it cannot reasonably provide a WPCA Physician who meets all of the qualifications set forth in this Agreement except for the residency requirement, which request shall not be unreasonably denied. WPCA's failure to comply with the terms of this section shall constitute a material breach of this Agreement.

Section 5. Medico-Administrative Positions

The Initial WPCA Physicians and the other WPCA Physicians who must reside in the DuBois area on a full-time basis will be appointed by DRMC's governing board, with the approval of DRMC's President, to each of the four (4) administrative positions in DRMC's Cardiac Catheterization Laboratory.

Section 6. Administrative and Supervisory Services

- (a) The Administrative and Supervisory Services that WPCA shall provide to DRMC shall include, but not be limited to, the following:
- (i) assist in the development of the Cardiac Catheterization Laboratory;
 - (ii) assist in the development of mutually agreeable treatment protocols and referral criteria;
 - (iii) review architectural drawings, equipment and personnel budgets and such other information relating to the staffing and equipping of the Cardiac Catheterization Laboratory as may be requested by DRMC;
 - (iv) assist in the recruitment of the personnel who will provide the ancillary services that will be required by DRMC's Cardiac Catheterization Laboratory;
 - (v) monitor and evaluate the quality and appropriateness of Professional Cardiac Catheterization Services provided in the Cardiac Catheterization Laboratory;
 - (vi) work actively and cooperatively in supporting and achieving the goals and objectives of DRMC's Cardiac Catheterization Laboratory;

- (vii) consult with other medical staff appointees concerning Cardiac Catheterization Laboratory patients when such consultation is requested or is in the best interest of the patient's condition;
- (viii) maintain adequate and proper medical records with respect to all Cardiac Catheterization Laboratory patients examined or treated in accordance with all applicable DRMC, legal, accreditation and third-party payor standards;
- (ix) maintain liaison with the medical staff and DRMC personnel as reasonably required to promote the efficient utilization of Professional Cardiac Catheterization Services at DRMC;
- (x) develop and participate in programs of education for the medical staff and in-service programs for nursing, technical and other non-physician personnel relating to the Cardiac Catheterization Laboratory;
- (xi) when requested by DRMC, review, recommend, and implement, subject to the approval of DRMC, new services, projected growth plans and equipment requirements and technologies that may be used in DRMC's Cardiac Catheterization Laboratory. In this regard, WPCA shall keep DRMC informed of all procedures, techniques and medications that WPCA advises to be employed in the provision of Professional Cardiac Catheterization Services at DRMC;
- (xii) participate in professional organizations and activities aimed at developing support for DRMC's Cardiac Catheterization Laboratory, and at enabling DRMC to continue to attract qualified medical and support staff for its Cardiac Catheterization Laboratory;
- (xiii) when requested by DRMC, assist DRMC with the development of budgets and reports and assist and cooperate in the maintenance of recordkeeping.

billing and collection systems of DRMC's Cardiac Catheterization Laboratory;

- (xiv) assist DRMC in the development of timeliness, practice efficiency and quality standards for the Cardiac Catheterization Laboratory;
 - (xv) participate in any medical staff department and medical staff committees that relate to the Cardiac Catheterization Laboratory;
 - (xvi) work in conjunction with DRMC to identify and implement cost savings initiatives in DRMC's cardiology programs and services; and
 - (xvii) work in cooperation with DRMC to implement DRMC's cardiology strategic initiatives, including support and enhancement of the cardiothoracic surgery program, at DRMC and within DRMC's service area.
 - (xviii) maintain the daily Cardiac Catheterization Laboratory schedule and provide after hours call coverage for DRMC's Cardiac Catheterization Laboratory so that Professional Cardiac Catheterization Services will be available at DRMC within thirty (30) minutes from the time the WPCA Physician is notified in the event of an emergency, so as to permit DRMC to fulfill its responsibilities under the federal Emergency Medical Treatment and Active Labor Act and other applicable legal and accreditation requirements.
- (b) The parties recognize that the Administrative and Supervisory Services that WPCA will provide to DRMC will increase as each full-time WPCA Physician is recruited to DRMC's service area. In consideration of the Administrative and Supervisory Services that will be provided by WPCA in implementing this Agreement and in consideration of the other obligations of WPCA that are set

forth in this Agreement, DRMC shall pay to WPCA Fifty Thousand Dollars (\$50,000) each year that this Agreement is in effect. In addition, DRMC shall pay to WPCA or to the WPCA Physicians designated by WPCA fifty thousand dollars (\$50,000) per year for each full-time WPCA Physician who provides Administrative and Supervisory Services pursuant to this Agreement. The Administrative and Supervisory Services described above assume that the Initial WPCA Physicians will be the only full-time WPCA Physicians on-site at DRMC as of the Effective Date of this Agreement. As WPCA recruits the two WPCA Physicians who will reside in the DuBois area, the services described in Section 6(a) shall be reviewed and revised as necessary to reflect the Administrative and Supervisory Services that will be provided by each WPCA Physician. The stipend due WPCA or the WPCA Physicians specified by WPCA as a result of the WPCA Physician providing the Administrative and Supervisory Services pursuant to this section will be determined on a monthly basis and will be paid to WPCA on or before the fifth day of each month for the services to be provided during that month.

- (c) The amount of time that the WPCA Physicians shall be engaged in providing the Administrative and Supervisory Services compared to the time spent by WPCA Physicians in rendering Professional Cardiac Catheterization Services directly to DRMC Cardiac Catheterization Laboratory patients shall be mutually agreed upon and allocated in writing on an annual basis by DRMC and WPCA using HCF Form 339 or such other form as may be subsequently designated by the federal Medicare program for this purpose, and such agreement shall be attached hereto and incorporated by reference herein. WPCA agrees to keep appropriate records

- adequate to verify this allocation and to make such records available to DRMC upon request.
- (d) The parties hereby agree that the compensation specified in this Agreement constitutes the fair market value of the Administrative and Supervisory Services provided by WPCA to DRMC pursuant to this Agreement. That compensation shall not be adjusted or renegotiated based on the volume or value of any referrals to, or business otherwise generated for, DRMC or its affiliates by WPCA or the WPCA Physicians.
 - (e) There is no requirement that WPCA or the WPCA Physicians make referrals to, be in a position to make referrals to, or otherwise generate business for, DRMC as a condition of receiving the compensation specified herein.

Section 7. Billing for Professional Services

- (a) Except as set forth herein, billing for Professional Cardiac Catheterization Services rendered by WPCA and WPCA Physicians to DRMC's Cardiac Catheterization Laboratory patients shall be the sole responsibility of WPCA and shall be totally separate and apart from any billing made to DRMC's Cardiac Catheterization Laboratory patients by DRMC for the use of its personnel, supplies and facilities.
- (b) WPCA shall cooperate with DRMC in developing services that may be provided on a global billing basis which would include payment for both the technical and professional component, capitation arrangements, and other arrangements pursuant to which Professional Cardiac Catheterization Services will be provided to DRMC Cardiac Catheterization Laboratory patients on other than a fee-for-service basis (hereinafter referred to as an "Alternative Delivery Agreement").

- (i) In the event any such Alternative Delivery Agreement would require the Group to provide Professional Cardiac Catheterization Services on a basis that would prohibit WPCA from billing a patient who is provided those Professional Cardiac Catheterization Services on a fee-for-service basis, then WPCA and WPCA Physicians hereby assign all of their rights to receive any form of reimbursement for those patients to DRMC. With respect to those patients only, WPCA is prohibited from billing any such patients for any such Professional Cardiac Catheterization Services, and DRMC shall be solely responsible for reimbursing WPCA for any such Professional Cardiac Catheterization Services. WPCA shall bill DRMC for Professional Cardiac Catheterization Services delivered by WPCA to DRMC's Cardiac Catheterization Laboratory patients covered by an Alternative Delivery Agreement as set forth in writing and agreed upon by WPCA and DRMC with respect to each Alternative Delivery Agreement. In negotiating such arrangements, WPCA shall have full access to any proposals, actuarial assumptions, or other information that has been provided to DRMC by the Third Party Reimbursement Program that is reasonably necessary to evaluate such a payment methodology. DRMC and WPCA shall negotiate in good faith relative to the rates to be paid by DRMC to WPCA for Professional Cardiac Catheterization Services for patients covered by such Alternative Delivery Agreements.
- (ii) WPCA shall render bills to DRMC for all Professional Cardiac Catheterization Services provided by WPCA to DRMC's Cardiac Catheterization Laboratory patients covered by an Alternative Delivery Agreement on a monthly basis by the tenth (10th) day of the month

subsequent to the provision of Professional Cardiac Catheterization Services. All bills rendered by WPCA to DRMC shall include such information as DRMC reasonably requests or as required by the Alternative Delivery Agreement.

- (iii) DRMC shall not be obligated to reimburse WPCA for any Professional Cardiac Catheterization Services provided pursuant to an Alternative Delivery Agreement unless and until DRMC receives reimbursement pursuant to that specific Alternative Delivery Agreement. DRMC shall compensate WPCA within ten (10) days of its receipt of any amounts due WPCA pursuant to an Alternative Delivery Agreement.
- (c) To the extent that WPCA and WPCA Physicians are not prohibited from billing DRMC Cardiac Catheterization Laboratory patients on a fee-for-service basis, then the fees charged by WPCA and WPCA Physicians for the Professional Cardiac Catheterization Services provided to DRMC Cardiac Catheterization Laboratory patients pursuant to this Agreement shall be established by WPCA subject to review and approval by DRMC. Such fees shall not exceed any limitations imposed by any statute, rule, regulation or administrative or judicial decision. WPCA will on request provide DRMC with a copy of the fee schedule that will be in effect as of the date of that request. DRMC agrees that the fees in effect on the Effective Date of this Agreement are fair, reasonable and competitive for DRMC's Service Area. WPCA will provide DRMC with notice of any changes to WPCA's cardiac catheterization procedures fee schedule and shall not make any changes to that fee schedule unless any such change is acceptable to DRMC. WPCA shall also consider any fee-related patient complaints that may

arise during the term of this Agreement and, if DRMC requests, shall adjust its fee schedule accordingly.

- (d) WPCA shall permit DRMC to have access to its billing records upon request to verify that such billings are in accordance with the terms of this Agreement. The violation of any provision of this section by WPCA or WPCA Physicians shall constitute a material breach of this Agreement.

Section 8. Third Party Reimbursement Programs

WPCA and the WPCA Physicians shall become and remain participating providers in the federal Medicare program, and the Pennsylvania Medical Assistance program, Highmark Blue Shield and shall execute such agreements as may be necessary to become participating providers in such other Third Party Reimbursement Programs as DRMC shall from time to time direct. As used in this Agreement, the term "Third Party Reimbursement Program" shall include, but not be limited to, health maintenance organizations, hospital-physician organizations, ERISA-exempt health plans, preferred provider organizations, and public and private health insurance companies in which DRMC also participates. WPCA and the WPCA Physicians shall also provide Professional Cardiac Catheterization Services to all DRMC Cardiac Catheterization Laboratory patients without regard to the patients' insurance status or ability to pay.

Section 9. Insurance

- (a) WPCA shall maintain in force professional liability insurance covering itself and the WPCA Physicians in at least such minimum amounts and terms as may be required from time to time to maintain appointment to DRMC's medical staff.

WPCA shall furnish satisfactory evidence of such insurance coverage to DRMC annually or at other times upon request.

- (b) DRMC will provide general liability insurance coverage for WPCA and the WPCA Physicians for the Administrative and Supervisory Services provided pursuant to this Agreement in such amounts as may be deemed necessary or desirable by DRMC. Said insurance shall not cover any professional services provided by the WPCA, or any WPCA Physician.

Section 10. Clinical Privileges

In the event of the termination of this Agreement by DRMC due to WPCA's material breach of this Agreement pursuant to Section 16(c) of this Agreement, the clinical privileges of each WPCA Physician that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory shall be incident to and coterminous with this Agreement. In the event of, and only in the event of such a termination of this Agreement, each WPCA Physician shall immediately resign his or her clinical privileges at DRMC that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory and, if he or she fails to voluntarily resign immediately, then his or her clinical privileges that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory shall automatically terminate. Furthermore, upon:

- (a) termination of an WPCA Physician's employment by or affiliation with WPCA, or
- (b) removal of an WPCA Physician from service at DRMC by WPCA, the WPCA Physician in question shall immediately resign his or her clinical privileges in DRMC that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory and, if the WPCA Physician in question fails to

voluntarily resign immediately, his or her clinical privileges that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory shall automatically terminate. Any rights that any WPCA Physician in question may have to any hearing or appeal procedures prior to termination of clinical privileges that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory, pursuant to the bylaws or policies of DRMC or its medical staff or by operation of law, are hereby waived with respect to any resignation or termination of the clinical privileges that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory pursuant to this paragraph. Nothing herein shall affect the medical staff appointment of any WPCA Physician or affect any clinical privileges that may have been granted to an WPCA Physician other than the clinical privileges necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory. Furthermore, this Section shall not apply to the expiration of this Agreement or the termination of this Agreement for other than a material breach by WPCA pursuant to Section 16(c) of this Agreement. In the event of any conflict between the terms of this Agreement and the bylaws or policies of DRMC or its medical staff, this Agreement shall be controlling.

Section 11. DRMC Records

- (a) All medical records pertaining to the provision of Professional Cardiac Catheterization Services at DRMC shall be the property of DRMC and shall at all times be freely available for the use of WPCA and WPCA Physicians provided, however, that such medical records may not be removed from DRMC without DRMC's specific consent.

- (b) The terms and conditions of this Agreement and all DRMC Proprietary Information shall be strictly confidential. WPCA and the WPCA Physicians each hereby agree that they shall not directly or indirectly discuss, or otherwise disclose or communicate, the foregoing to any person or entity other than their respective attorneys, practice administrators, financial advisors or accountants without the express written consent of DRMC, unless compelled by subpoena or other legal process. This clause shall survive the termination or expiration of this Agreement. As used herein, DRMC Proprietary Information shall include surveys, studies, management guidelines and procedures, software programs, hardware configuration, statistical patient information, patient records, business methods and practices and similar compilations regularly used in the development and operation of DRMC's Cardiac Catheterization Laboratory that are not in the public domain. All DRMC Proprietary Information shall remain the exclusive property of DRMC. Any DRMC Proprietary Information in the possession of WPCA or the WPCA Physicians at the expiration or termination of this Agreement shall be returned to DRMC. In the event of the breach of this provision, DRMC shall be entitled to equitable relief, including an injunction or specific performance in addition to any other remedy otherwise available.

Section 12. Compliance with Law

- (a) The parties shall comply with all applicable statutes, rules, regulations and standards of any and all governmental authorities and regulatory and accreditation bodies relating to physicians and hospitals and to the provision of Cardiac Catheterization services.

- (b) If any provision of this Agreement becomes violative of the rules, regulations or reimbursement policies of any Third Party Reimbursement Program, any federal or state statute, rule or regulation, revenue procedure, or administrative or judicial decision, subjects any person to any excise tax or other form of monetary penalty, or jeopardizes DRMC's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 or jeopardizes any tax-exempt financing, then DRMC and WPCA shall meet and make a good faith effort to resolve the matter in a mutually acceptable manner. However, if following this meeting, the parties are unable to agree on a resolution, then DRMC may, at its option, alter the terms of this Agreement so that it no longer violates the same, no longer subjects any person to any excise tax or other form of monetary penalty, or no longer jeopardizes DRMC's status as a Section 501(c)(3) organization or no longer jeopardizes any tax-exempt financing, or DRMC may terminate this Agreement pursuant to Section 16(d). In the event that DRMC alters the terms of this Agreement pursuant to this Section, WPCA shall have the option of terminating the Agreement immediately upon written notice to DRMC pursuant to Section 16(d) of this Agreement.

Section 13. Independent Contractors

WPCA and the WPCA Physicians at all times will act as independent contractors and not as partners or agents of DRMC. WPCA and the WPCA Physicians will not act or hold themselves out to third parties as partners, employees, or agents of DRMC in the provision of the Professional Cardiac Catheterization Services or any Administrative and Supervisory Services provided pursuant to this Agreement. Notwithstanding anything herein to the contrary, DRMC will not have or exercise such control over the manner in

which the duties of WPCA are performed as would jeopardize the status of WPCA or the WPCA Physicians as independent contractors with DRMC. DRMC will not withhold income tax or social security tax on behalf of WPCA or the WPCA Physicians. In addition, neither WPCA nor the WPCA Physicians will have any claim under this Agreement or otherwise against DRMC for vacation pay, sick leave, unemployment insurance, workers' compensation, retirement benefits, disability benefits, or employee benefits of any kind. WPCA will have exclusive responsibility for the payment of all such taxes and arrangements for insurance coverage and will discharge such responsibility fully.

Section 14. Indemnification

- (a) WPCA shall indemnify and hold harmless DRMC for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for professional malpractice or negligence for services provided by WPCA or the WPCA Physicians under this Agreement for which a final judicial or other determination is made that WPCA or any WPCA Physician is responsible for such malpractice or negligence. Notwithstanding the above, WPCA shall not be required to indemnify DRMC if such indemnification is precluded by an affected malpractice insurance carrier or interpreted or construed by such malpractice carrier to increase the malpractice liability exposure of any insurer providing coverage to DRMC or WPCA. To the extent that such liabilities, costs, damages or other losses are covered or compensated for by insurance purchased by DRMC, WPCA shall not be obligated to DRMC hereunder, but shall be subject to such subrogation rights as provided in those insurance policies.

- (b) DRMC shall indemnify and hold harmless WPCA for all claims, damages, losses, and expenses, including attorney fees, arising out of any claim for negligence or professional malpractice for any premises, equipment, facilities, supplies, expendable items and staff provided by DRMC to WPCA under this Agreement for which a final judicial or other determination is made that DRMC or any of its officers, directors or employees is responsible for such malpractice or negligence. Notwithstanding the above, DRMC shall not be required to indemnify WPCA if such indemnification is precluded by an affected malpractice insurance carrier or interpreted or constructed by such malpractice insurance carrier to increase the malpractice liability exposure of any insurer providing coverage to DRMC or WPCA. To the extent that such liabilities, costs, damages or other losses are covered or compensated for by insurance purchased by WPCA, DRMC shall not be obligated to WPCA hereunder, but shall be subject to such subrogation rights as provided in those insurance policies.

Section 15. Cooperation in the Event of a Claim

- (a) In the event that either WPCA or DRMC becomes aware of any alleged injury arising out of the care or treatment of any patient provided Professional Cardiac Catheterization Services at DRMC, each party has a duty to give the other party notice containing the particulars sufficient to identify the name and address of the allegedly injured person, the place and circumstances of the alleged incident and the addresses of the available witnesses.
- (b) Subject to the terms of the respective professional liability and malpractice insurance policies, each of the parties hereto shall cooperate with the other and in the conduct of suits and enforcing any right of contribution or indemnity against

any person or organization who may be liable to either of the parties because of injury with respect to which insurance is afforded, and each of the parties hereto shall attend the hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.

Section 16. Term and Termination

- (a) This Agreement shall commence on July 1, 2000 ("the Effective Date") and be in force for a period of three (3) years from the Effective Date, until June 30, 2003 ("the Expiration Date"). In the event that either party intends not to renew this Agreement, that party must provide the other party with written notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior to the end of the then current term. The failure of either party to provide written notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior to the expiration of the then current term will result in the automatic renewal of this Agreement for an additional three (3) year term. So long as the written notice described herein is provided at least one hundred twenty (120) days prior to the expiration of the then current term, then this Agreement shall expire on the Expiration Date of the then current term.
- (b) During each three (3) year term that this Agreement is in effect, either party may terminate this Agreement at any time after the second year of that term without cause or penalty upon giving the other party one hundred twenty (120) days' written notice of its intention to terminate.
- (c) At any time following the Effective Date, this Agreement may be terminated for cause in the event of a material breach of any provision of this Agreement by either DRMC or WPCA. The non-breaching party shall give written notice of the

material breach to the party in material breach, containing a specific description of the material breach. The party in material breach shall have thirty (30) days from the receipt of such notice to correct the material breach, or the non-breaching party may terminate this Agreement effective at the end of said thirty (30) day period, provided, however, if the non-breaching party determines that the party in material breach has made a good faith effort to cure the material breach within this thirty (30) day period, but requires additional time to effect a cure of the material breach, then the cure period shall be extended for up to an additional ninety (90) days so long as the party in material breach continues to make a good faith effort to cure the material breach.

- (d) Notwithstanding the foregoing, this Agreement may also be terminated in accordance with Section 12(b).
- (e) The Medical Center shall also have the right to terminate this Agreement in the event WPCA is sold or merges with another entity.
- (f) Effects of expiration or termination:
 - (i) Upon the expiration or termination of this Agreement, neither party shall have any further obligation hereunder except for (1) obligations due and owing that arose prior to the date of termination and (2) obligations, promises or covenants contained herein which expressly extend beyond the term of this Agreement.
 - (ii) Upon the date of termination of this Agreement, due to a material breach of this Agreement by WPCA pursuant to Section 16(c), then in addition to the termination of the clinical privileges of the WPCA Physicians that are necessary to perform Professional Cardiac Catheterization Services in DRMC's Cardiac Catheterization Laboratory as specified in Section 10 of

**AMENDMENT TO EMPLOYMENT AGREEMENT
FEBRUARY, 2002**

This Amendment to Employment Agreement (this "Amendment") is effective as of July 23, 2001, by and between WEST PENN CARDIOLOGY ASSOCIATES, P.C., a Pennsylvania professional corporation ("Employer"), and **JAYASEELAN AMBROSE, M.D.**, an individual residing in the Commonwealth of Pennsylvania ("Employee").

WITNESSETH:

WHEREAS, pursuant to that certain Employment Agreement, dated as of November 1, 1999 by and between Employer and Employee (the "Agreement"), Employee agreed to render medical services on behalf of Employer and Employer agreed to employ the Employee to render such medical services; and

WHEREAS, Employer and Employee desire to amend the Agreement to provide for a compensation formula to be determined by a super-majority of the Employer's Board of Directors and to amend certain provisions of the Agreement relating to Employee fringe benefits, deferred compensation and termination of the Employee.

NOW, THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Employer and Employee, intending to be legally bound hereby, agree as follows:

1. **Defined Terms.** All capitalized terms set forth in this Amendment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.
2. **Amendments to Agreement.** The Agreement is hereby amended as follows:

(a) Section 3 of the Agreement is deleted in its entirety and the following is hereby inserted in its place:

3. **Compensation.**

- A. *For all services rendered by Employee under this Agreement, Employer shall pay Employee a salary to be determined by a formula (the "Compensation Formula") adopted by a super-*

majority vote of the Employer's Board of Directors at any regularly scheduled or special meeting called by the Employer's Board of Directors. For purposes of this Agreement, a "super-majority" of the Employer's Board of Directors shall mean eighty-five percent (85%) of the total number of Directors in office. The Compensation Formula adopted by a super-majority of the Employer's Board of Directors at its July 23, 2001 meeting is attached hereto as Exhibit A. Any future modifications of this Compensation Formula in accordance with the provisions of this Section 3 shall be incorporated into this Agreement without requiring a further amendment to the Agreement and shall be effective as of the date specified by the Board of Directors. Any modified Compensation Formula shall replace the preceding Compensation Formula by attaching the modified Compensation Formula to the Agreement as Exhibit A.

- B. The Compensation Formula shall provide for an amount to be distributed to the Employee (the "Employee's Proportionate Share"). The following amounts shall be deducted from Employee's Proportionate Share prior to distribution of such Share to Employee:
- i. Employee's disability insurance premiums;
 - ii. Employee's professional meeting expenses;
 - iii. Employee's professional entertainment expenses;
 - iv. Employee's contribution to Employer's 401k and current profit sharing plan (or any other pension and profit sharing plan formed by Employer for Employee);
 - v. Employee's miscellaneous professional expenses, including, but not limited to, books, journals, automobile, and telephone expenses;
 - vi. Comprehensive professional liability insurance premiums paid for Employee, as Employer shall deem appropriate, covering the acts and omissions of Employee in the normal course of his employment.
- C. Employer shall pay to Employee a minimum draw of \$5,000 per month, which payment shall reduce amounts payable to the Employee under the Compensation Formula. All compensation paid pursuant to this Section 3 and any other payments under the Agreement, which Employer's accountant reasonably determines to be compensation to the Employee, will be subject to withholding taxes and other employment taxes as required by any governmental authority with respect to compensation paid by an employer to an employee.

D. As additional consideration for performance of services by Employee, Employer shall provide the following benefits:

- i. Participation in Employer's excess medical benefits program, up to a maximum of Three Thousand Dollars (\$3,000) per year.
- ii. All expenses related to the provision of a parking space at The Western Pennsylvania Hospital garage, office suite, examination rooms, office furniture, nursing staff, secretarial staff, and lab coats.
- iii. Dues for membership in the American Medical Association, Allegheny County Medical Society, Pennsylvania Medical Society, American College of Cardiology, and Clinical Council of the American Heart Association.
- iv. Dues for hospital staff membership at those hospitals for which Employee has staff privileges.
- v. Leave for up to twelve (12) working days per year to attend professional medical meetings, conferences and seminars.
- vi. Twenty-eight days of absence from work each year for vacation or personal reasons.
- vii. Fifty Thousand Dollars (\$50,000) of group term life insurance.

(b) Section 6 is amended by adding the following as an additional subparagraph.

This contract shall be terminated upon ninety (90) days written notice to the Employee if it is determined upon the affirmative vote of shareholders of the Employer holding at least eighty-five percent (85%) of the outstanding common shares of the Employer.

(c) Section 9 of the Agreement is deleted in its entirety and the following is hereby inserted in its place:

9. **Deferred Compensation.** Upon the death, retirement, termination of employment or disability of Employee (each a "Termination Event"), Employee or his heirs shall be entitled to receive as deferred compensation amounts equal to the patient collections that are collected by Employer following the Termination Event and that are attributable to services rendered by Employee prior to the date of the Termination Event (the "Patient Collections"). Patient Collections shall be paid to Employee on a quarterly basis (consistent with the timing of the determination of quarterly compensation amounts for physician employees pursuant to Section 3 hereof) without set-off for overhead costs or costs of collection. Employer may reduce Patient Collections by the amount of any draw received by

Employee pursuant to Section 3 hereof to the extent such draw exceeds the amount of Employee's compensation determined pursuant to Section 3 hereof for the period in which the Termination Event occurs.

(d) Section 12 of the Agreement is deleted in its entirety and the following is substituted:

12. **Records.** Upon the termination of this Agreement, Employee shall not be entitled to keep or preserve records of the Employer as to any person for whom services were performed unless such person shall specifically request in writing a different disposition of his records, and in no event shall Employee be entitled to the records or files of any person for whom he did not render the particular services on behalf of Employer.

2. **Applicable Law.** The laws of the Commonwealth of Pennsylvania shall govern the validity, performance and enforcement of this Amendment. The invalidity or unenforceability of any provision of the Amendment shall not affect or impair any other provision.

3. **Entire Agreement.** The entire contract between the parties hereto relating to the employment relationship between Employer and Employee is expressed herein and in the Agreement, and it is expressly agreed that there is no other agreement, written or oral, between the parties hereto relating to such employment relationship. All prior discussions and negotiations relating to the subject matter hereof have been, and are, merged and integrated into, and superseded by, this Amendment. This Amendment shall not be amended, modified or changed in any manner whatsoever, or the terms hereof in any manner waived, altered or abated, except in writing signed by both parties hereto.

4. **Interpretation.** In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. As amended hereby, all of the terms, covenants and conditions of the Agreement as heretofore in effect shall remain in full force and effect after the date hereof and are hereby ratified and confirmed in all respects.

5. **Employer Representation.** Employer represents to Employee that each physician employee of Employer (as of the date hereof) will be required to sign an amendment to such employee's Employment Agreement, the terms and substance of which shall amend each physician employee's Employment Agreement in the same manner that this Amendment amends the Employee's Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Amendment as of the day and year first above written.

Employer:

WEST PENN CARDIOLOGY ASSOCIATES, P.C.

By: *Randy E. Huff*
Title: *President*
Date: *4/20/02*

Employee:

JAYASEELAN AMBROSE, M.D.

Jayaseelan Ambrose

EXHIBIT A

West Penn Cardiology Associates

Compensation Formula Distribution of Net Profits

- I. Except as otherwise provided in this Section I, the Net Profits (gross collections minus costs) of Employer will be calculated on a quarterly basis ending on the last day of each calendar quarter (the "Quarterly Period"). Upon commencement of a shareholder physician's employment on other than the first day of a calendar quarter (the "Commencement Date"), the Net Profits of Employer will be calculated by applying an interim closing of Employer's books for the period commencing on the first day of the calendar quarter which includes the Commencement Date (the "Pre-Commencement Period"). Upon termination of a shareholder physician's employment on other than the first day of a calendar quarter (the "Termination Date"), the Net Profits of Employer will be calculated by applying an interim closing of Employer's books for the period commencing on the first day of the calendar quarter which includes the Termination Date and ending on the day immediately preceding the Termination Date (the "Termination Period"). The Quarterly Period following a Pre-Commencement Period or Termination Period will commence on the day immediately following the end of the Pre-Commencement Period or Termination Period. Net Profits will not include any gross collections that are distributed to a terminated shareholder physician as deferred compensation. The determination by Employer's accountant of the Net Profits shall be conclusive.
- II. Twenty percent (20%) of the Net Profits will be distributed in equal shares among all shareholder physicians employed by Employer during the relevant Quarterly Period, Pre-Commencement Period, or Termination Period.
- III. The remaining 80% of the Net Profits will be divided proportionately among the shareholder physicians employed by employer during the relevant Quarterly Period, Pre-Commencement Period, or Termination Period in accordance with relative net profits of each shareholder physician.
 - A. **Net profits** for each shareholder physician shall be determined as follows:
 1. Patient collections attributable to each physician will be allocated to that specific physician

2. Corporation director fees or reading fees of physicians who are non-shareholders shall be designated as being corporate income and will be allocated to each shareholder physician equally.
3. Nuclear revenue and expenses will be allocated proportionately based on orders for nuclear testing. Orders that are not identified specifically to a physician or orders from non-shareholder physicians will be allocated equally to all shareholder physicians.
4. The management fee paid contractually will be allocated equally to all shareholder physicians.
5. Payment for the corporate buy-out and deferred compensation payments for Dr. Richard Heppner and any related tax effect payments will be allocated to all shareholder physicians equally.
6. Deferred compensation payments for Dr. Alpert will be allocated to all shareholder physicians equally.

B. The following **overhead expenses** will be allocated to all shareholder physicians **equally**:

1. Salary for the administrator
2. Salary for the administrator's assistant
3. Bookkeeping compensation
4. One-half of all remaining non-physician salaries
5. Non-shareholder doctor expenses (less revenues generated)
6. Corporate auto and parking
7. Bank collection and payroll fees
8. Depreciation
9. Corporate dues and licenses
10. Corporate food and goodwill
11. Corporate insurance
12. Interest

13. Maintenance contracts
14. Professional fees
15. Office rent
16. One-half of all computer, medical and office supplies
17. One-half of telephone and communications
18. Corporate travel
19. Other

C. The following **overhead expenses** will be treated as **variable expenses** and allocated to the shareholder physicians based on their pro rata share of fees collected:

1. One-half of all non-physician salaries (except for the administrator, assistant, and bookkeeper)
2. Equipment leasing
3. All maintenance and repairs except for maintenance contracts
4. Postage
5. One-half of computer, medical and office supplies
6. Business privilege taxes
7. One-half of telephone and communications

D. Employee benefits such as medical insurance, pension plan and payroll taxes will be allocated to the shareholder physicians based on the **proportion of fixed versus variable** salaries, which are allocated to the shareholder physicians.

CARDIAC CATHETERIZATION LABORATORY SERVICES

AGREEMENT

COPY

BY AND BETWEEN

DuBois Regional Medical Center, a Pennsylvania nonprofit corporation which is located at 100 Hospital Avenue, DuBois, Pennsylvania 15801 (hereinafter called "DRMC"),

AND

West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (hereinafter called "WPCA").

WITNESSETH:

WHEREAS, DRMC is organized for the purpose of operating a health care facility, including the operation of a Cardiac Catheterization Laboratory; and

WHEREAS, WPCA employs physicians who satisfy the qualifications set forth herein and are capable of providing the Professional Cardiac Catheterization Services required by DRMC's Cardiac Catheterization Laboratory; and

WHEREAS, through this Agreement with WPCA, DRMC can: (a) develop an efficient and effective Cardiac Catheterization Laboratory; (b) expand the services provided in the Cardiac Catheterization Laboratory; (c) standardize procedures in the Cardiac Catheterization Laboratory; (d) monitor the quality of care rendered to DRMC's Cardiac Catheterization Laboratory patients; (e) provide for the efficient scheduling of Cardiac Catheterization Laboratory patients; (f) facilitate the ready availability of Professional Cardiac Catheterization Services to DRMC Cardiac Catheterization Laboratory patients; (g) provide better supervision and training of the staff assigned to DRMC's Cardiac Catheterization Laboratory; and (h) facilitate the monitoring

of performance and adherence to medical standards in DRMC's Cardiac Catheterization Laboratory.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. Space, Facilities and Personnel

- (a) DRMC shall provide all of the supplies, equipment, services, including housekeeping services, janitorial services, laundry services, and in-house messenger services, and the utilities required for the provision of Professional Cardiac Catheterization Services to DRMC's Cardiac Catheterization Laboratory that DRMC, in consultation with WPCA, deems adequate for its needs.
- (b) Unless otherwise agreed in writing, DRMC shall be responsible, at its expense, to maintain all equipment necessary for the Cardiac Catheterization Laboratory in good working order. DRMC shall consult with WPCA concerning the equipment needed for the Cardiac Catheterization Laboratory. WPCA shall cooperate with DRMC as may be necessary to facilitate the maintenance of that equipment.
- (c) DRMC shall furnish such technical and support personnel as DRMC, after consultation with WPCA, shall determine to be reasonably required for the proper operation of DRMC's Cardiac Catheterization Laboratory. Nonphysician personnel who are provided by DRMC will be recruited by and be subject to the personnel policies of DRMC. In the event WPCA has any concerns with any DRMC nonphysician personnel who provide services in the Cardiac Catheterization Laboratory, WPCA must bring its concerns to DRMC's Director of the Cardiac Catheterization Laboratory, who will make a good faith effort to resolve any such concern.

- (d) DRMC will assign a case manager to the Cardiac Catheterization Laboratory who will enforce protocols, clinical pathways and outcome monitoring processes so long as DRMC determines these services are required.
- (e) DRMC will provide sufficient space for the Cardiac Catheterization Laboratory. DRMC shall also provide an administrative suite that will be furnished to the reasonable satisfaction of WPCA that will be used by the WPCA Physicians to provide the Administrative and Supervisory Services required by DRMC. WPCA shall not use any space that is furnished by DRMC for the treatment of any patient who is not registered as a DRMC inpatient or outpatient. Nothing herein shall be deemed to create a property interest on the part of WPCA or any of WPCA Physicians in DRMC's property, facilities or equipment.

Section 2. Provision of Services by WPCA

- (a) DRMC is hereby engaging WPCA to be the exclusive provider of Professional Cardiac Catheterization Services required by DRMC's Cardiac Catheterization Laboratory. Such Professional Cardiac Catheterization Services shall be provided by WPCA Physicians in accordance with this Agreement and DRMC's Medical Staff bylaws, policies and procedures.
- (b) WPCA currently employs Dr. Scott Reese and Dr. Jay Ambrose both of whom satisfy the qualifications set forth in Section 4 of this Agreement, reside on a full-time basis in DRMC's service area within a thirty (30) minute travel time of DRMC and will be the initial WPCA Physicians who will provide Professional Cardiac Catheterization Services to DRMC's Cardiac Catheterization Laboratory ("the Initial WPCA Physicians"). WPCA hereby agrees that Dr. Reese will receive additional training in interventional cardiology and that, no later than

June 1, 2001, Dr. Reese will provide interventional cardiology services at DRMC on a full-time basis.

- (c) WPCA also provides Professional Cardiac Catheterization Services through six (6) WPCA Physicians in addition to the Initial WPCA Physicians ("the Additional WPCA Physicians"). Four (4) of these Additional WPCA Physicians perform interventional cardiac catheterization procedures. The term "WPCA Physicians" shall mean the Initial WPCA Physicians and the additional physicians who are employed by, or under contract with, WPCA. However, only the Initial WPCA Physicians are required to reside on a full-time basis in the DuBois area. WPCA hereby agrees to make a good faith effort to recruit an interventional cardiologist and a non-interventional cardiologist, both of whom will reside on a full-time basis in the DuBois area. However, WPCA will not be required to provide a full-time interventional cardiologist who resides in the DuBois area, other than Dr. Reese or a replacement for Dr. Reese if Dr. Reese is no longer employed by or under contract with WPCA, so long as WPCA provides the Initial WPCA Physicians and provides the Additional WPCA Physicians necessary to provide the Professional Cardiac Catheterization Services required by DRMC.
- (d) The term "Professional Cardiac Catheterization Services" that will be provided to the Cardiac Catheterization Laboratory shall be defined as those clinical procedures listed in Appendix A, which is attached hereto and incorporated by reference herein.
- (e) WPCA Physicians may also be granted clinical privileges to perform other clinical procedures not listed in Appendix A on a non-exclusive basis to the extent permitted by, and in accordance with, DRMC's medical staff bylaws and

- credentialing policies. Applications for any such clinical privileges shall be processed in accordance with DRMC's usual and customary credentialing process.
- (f) WPCA shall provide adequate availability by the Initial WPCA Physicians and the Additional WPCA Physicians for consultation to DRMC's medical staff appointees. Such consultation will cover the full scope of Professional Cardiac Catheterization Services provided by WPCA. Consultation may also include site visits to DRMC's Cardiac Catheterization Laboratory by certain selected WPCA Physicians if DRMC so requests, subject to the availability of any such WPCA Physicians. Nothing herein shall prohibit WPCA from billing a patient or a Third Party Reimbursement Program for any such consultative services.
- (g) DRMC will not exercise any control over the independent professional judgment of any WPCA Physician who provides Professional Cardiac Catheterization Services to DRMC Cardiac Catheterization Laboratory patients.
- (h) DRMC is developing its Cardiac Catheterization Laboratory and is contracting with WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC's Cardiac Catheterization Laboratory in order to provide the individuals who reside within DRMC's Cardiac Service Area with the opportunity to receive Professional Cardiac Catheterization Services in a state-of-the-art Cardiac Catheterization Laboratory, through qualified physicians in close proximity to patients' homes. Therefore, in furtherance of these goals, WPCA and the WPCA Physicians hereby agree to provide Professional Cardiac Catheterization Services at DRMC's Cardiac Catheterization Laboratory for those patients who are referred to DRMC's Cardiac Catheterization Laboratory or to WPCA as a result of their providing Professional Cardiac Catheterization Services at DRMC, unless a patient expresses a contrary preference or medically necessary

services can only be provided at another institution in accordance with mutually agreed upon treatment protocols and referral criteria. The parties shall meet on a quarterly basis to review the agreed upon treatment protocols and referral criteria in order to determine whether new or additional services could be provided at DRMC's Cardiac Catheterization Laboratory so that area patients may be treated closer to their homes at DRMC's Cardiac Catheterization Laboratory. WPCA shall not refer a patient to an institution other than DRMC for the convenience of WPCA or the WPCA Physicians.

Section 3. Obligations of the WPCA Physicians

WPCA agrees to obtain the written agreement of each and every WPCA Physician who will provide Professional Cardiac Catheterization Services at DRMC to be personally bound by all of the applicable terms and conditions of this Agreement that apply to any such WPCA Physician. Any such agreement shall apply only to those contractual duties that directly affect a WPCA Physician who will provide Professional Cardiac Catheterization Services at DRMC and shall not be construed as a guarantee by any WPCA Physician of WPCA's performance of the terms and conditions of this Agreement. Such Agreement shall be substantially in the form set forth in Appendix B. A copy of the written agreement for each WPCA Physician who will provide Professional Cardiac Catheterization Services at DRMC shall be given to DRMC at the time this Agreement is executed. No WPCA Physician shall perform Professional Cardiac Catheterization Services pursuant to this Agreement unless and until the written agreement to be personally bound is obtained and given to DRMC.

Section 4. Qualifications of WPCA Physicians

WPCA Physicians providing services pursuant to this Agreement will:

- (a) be board certified by the American Board of Cardiology or have completed a residency program in cardiology approved by the Accreditation Council for Graduate Medical Education ("ACGME"), provided that board certification is achieved within the time period required for appointment to DRMC's medical staff;
- (b) have been approved in writing by DRMC to provide Professional Cardiac Catheterization Services at DRMC, which approval shall not be unreasonably withheld;
- (c) meet and continue to meet the criteria for active medical staff appointment and reappointment set forth in the bylaws or policies of DRMC or its medical staff;
- (d) apply for and maintain clinical privileges to practice Professional Cardiac Catheterization Services at DRMC commensurate with the procedures they will be performing pursuant to this Agreement, in accordance with the bylaws or policies of DRMC or its medical staff;
- (e) comply with the bylaws, rules and regulations, policies and directives of DRMC and its medical staff;
- (f) maintain 50 Category 1 credit hours for continuing medical education in cardiology each year and participate, when requested, in those medical staff committees that relate to the Professional Cardiac Catheterization Services provided pursuant to this Agreement;
- (g) have never been and are not now suspended, excluded, barred or sanctioned under the Medicare or Pennsylvania Medicaid programs;
- (h) not have been charged with a felony or any offense of moral turpitude;

**AMENDMENT TO EMPLOYMENT AGREEMENT
FEBRUARY, 2002**

This Amendment to Employment Agreement (this "Amendment") is effective as of July 23, 2001, by and between WEST PENN CARDIOLOGY ASSOCIATES, P.C., a Pennsylvania professional corporation ("Employer"), and **S. SCOTT REESE, M.D.**, an individual residing in the Commonwealth of Pennsylvania ("Employee").

WITNESSETH:

WHEREAS, pursuant to that certain Employment Agreement, dated as of February 1, 1998 by and between Employer and Employee (the "Agreement"), Employee agreed to render medical services on behalf of Employer and Employer agreed to employ the Employee to render such medical services; and

WHEREAS, Employer and Employee desire to amend the Agreement to provide for a compensation formula to be determined by a super-majority of the Employer's Board of Directors and to amend certain provisions of the Agreement relating to Employee fringe benefits, deferred compensation and termination of the Employee.

NOW, THEREFORE, in consideration of the foregoing, the mutual terms, covenants and conditions hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, Employer and Employee, intending to be legally bound hereby, agree as follows:

1. **Defined Terms.** All capitalized terms set forth in this Amendment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

2. **Amendments to Agreement.** The Agreement is hereby amended as follows:

(a) Section 3 of the Agreement is deleted in its entirety and the following is hereby inserted in its place.

3. **Compensation.**

A. *For all services rendered by Employee under this Agreement, Employer shall pay Employee a salary to be determined by a formula (the "Compensation Formula") adopted by a super-majority vote of the Employer's Board of Directors at any*

regularly scheduled or special meeting called by the Employer's Board of Directors. For purposes of this Agreement, a "super-majority" of the Employer's Board of Directors shall mean eighty-five percent (85%) of the total number of Directors in office. The Compensation Formula adopted by a super-majority of the Employer's Board of Directors at its July 23, 2001 meeting is attached hereto as Exhibit A. Any future modifications of this Compensation Formula in accordance with the provisions of this Section 3 shall be incorporated into this Agreement without requiring a further amendment to the Agreement and shall be effective as of the date specified by the Board of Directors. Any modified Compensation Formula shall replace the preceding Compensation Formula by attaching the modified Compensation Formula to the Agreement as Exhibit A.

- B. The Compensation Formula shall provide for an amount to be distributed to the Employee (the "Employee's Proportionate Share"). The following amounts shall be deducted from Employee's Proportionate Share prior to distribution of such Share to Employee:
- i. Employee's disability insurance premiums;
 - ii. Employee's professional meeting expenses;
 - iii. Employee's professional entertainment expenses;
 - iv. Employee's contribution to Employer's 401k and current profit sharing plan (or any other pension and profit sharing plan formed by Employer for Employee);
 - v. Employee's miscellaneous professional expenses, including, but not limited to, books, journals, automobile, and telephone expenses;
 - vi. Comprehensive professional liability insurance premiums paid for Employee, as Employer shall deem appropriate, covering the acts and omissions of Employee in the normal course of his employment.
- C. Employer shall pay to Employee a minimum draw of \$5,000 per month, which payment shall reduce amounts payable to the Employee under the Compensation Formula. All compensation paid pursuant to this Section 3 and any other payments under the Agreement, which Employer's accountant reasonably determines to be compensation to the Employee, will be subject to withholding taxes and other employment taxes as required by any governmental authority with respect to compensation paid by an employer to an employee.

D. As additional consideration for performance of services by Employee, Employer shall provide the following benefits:

- i. Participation in Employer's excess medical benefits program, up to a maximum of Three Thousand Dollars (\$3,000) per year.
- ii. All expenses related to the provision of a parking space at The Western Pennsylvania Hospital garage, office suite, examination rooms, office furniture, nursing staff, secretarial staff, and lab coats.
- iii. Dues for membership in the American Medical Association, Allegheny County Medical Society, Pennsylvania Medical Society, American College of Cardiology, and Clinical Council of the American Heart Association.
- iv. Dues for hospital staff membership at those hospitals for which Employee has staff privileges.
- v. Leave for up to twelve (12) working days per year to attend professional medical meetings, conferences and seminars.
- vi. Twenty-eight days of absence from work each year for vacation or personal reasons.
- vii. Fifty Thousand Dollars (\$50,000) of group term life insurance.

(b) Section 6 is amended by adding the following as an additional subparagraph:

This contract shall be terminated upon ninety (90) days written notice to the Employee if it is determined upon the affirmative vote of shareholders of the Employer holding at least eighty-five percent (85%) of the outstanding common shares of the Employer.

(c) Section 9 of the Agreement is deleted in its entirety and the following is hereby inserted in its place:

9. **Deferred Compensation.** Upon the death, retirement, termination of employment or disability of Employee (each a "Termination Event"), Employee or his heirs shall be entitled to receive as deferred compensation amounts equal to the patient collections that are collected by Employer following the Termination Event and that are attributable to services rendered by Employee prior to the date of the Termination Event (the "Patient Collections"). Patient Collections shall be paid to Employee on a quarterly basis (consistent with the timing of the determination of quarterly compensation amounts for physician employees pursuant to Section 3 hereof) without set-off for overhead costs or costs of collection. Employer may reduce Patient Collections by the amount of any draw received by

Employee pursuant to Section 3 hereof to the extent such draw exceeds the amount of Employee's compensation determined pursuant to Section 3 hereof for the period in which the Termination Event occurs.

(d) Section 12 of the Agreement is deleted in its entirety and the following is substituted:

12. **Records.** Upon the termination of this Agreement, Employee shall not be entitled to keep or preserve records of the Employer as to any person for whom services were performed unless such person shall specifically request in writing a different disposition of his records, and in no event shall Employee be entitled to the records or files of any person for whom he did not render the particular services on behalf of Employer.

2. **Applicable Law.** The laws of the Commonwealth of Pennsylvania shall govern the validity, performance and enforcement of this Amendment. The invalidity or unenforceability of any provision of the Amendment shall not affect or impair any other provision.

3. **Entire Agreement.** The entire contract between the parties hereto relating to the employment relationship between Employer and Employee is expressed herein and in the Agreement, and it is expressly agreed that there is no other agreement, written or oral, between the parties hereto relating to such employment relationship. All prior discussions and negotiations relating to the subject matter hereof have been, and are, merged and integrated into, and superseded by, this Amendment. This Amendment shall not be amended, modified or changed in any manner whatsoever, or the terms hereof in any manner waived, altered or abated, except in writing signed by both parties hereto.

4. **Interpretation.** In the event of any conflict between the provisions of the Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. As amended hereby, all of the terms, covenants and conditions of the Agreement as heretofore in effect shall remain in full force and effect after the date hereof and are hereby ratified and confirmed in all respects.

5. **Employer Representation.** Employer represents to Employee that each physician employee of Employer (as of the date hereof) will be required to sign an amendment to such employee's Employment Agreement, the terms and substance of which shall amend each physician employee's Employment Agreement in the same manner that this Amendment amends the Employee's Agreement.

IN WITNESS WHEREOF, Employer and Employee have duly executed this Amendment as of the day and year first above written.

Employer:

WEST PENN CARDIOLOGY ASSOCIATES, P.C.

By: *Larry E. Herwitz*
Title: *President*
Date: *4/20/02*

Employee:

S. SCOTT REESE, M.D.

S. Reese MD

EXHIBIT A

West Penn Cardiology Associates

Compensation Formula Distribution of Net Profits

- I. Except as otherwise provided in this Section I, the Net Profits (gross collections minus costs) of Employer will be calculated on a quarterly basis ending on the last day of each calendar quarter (the "Quarterly Period"). Upon commencement of a shareholder physician's employment on other than the first day of a calendar quarter (the "Commencement Date"), the Net Profits of Employer will be calculated by applying an interim closing of Employer's books for the period commencing on the first day of the calendar quarter which includes the Commencement Date and ending on the day immediately preceding the Commencement Date (the "Pre-Commencement Period"). Upon termination of a shareholder physician's employment on other than the first day of a calendar quarter (the "Termination Date"), the Net Profits of Employer will be calculated by applying an interim closing of Employer's books for the period commencing on the first day of the calendar quarter which includes the Termination Date and ending on the day immediately preceding the Termination Date (the "Termination Period"). The Quarterly Period following a Pre-Commencement Period or Termination Period will commence on the day immediately following the end of the Pre-Commencement Period or Termination Period. Net Profits will not include any gross collections that are distributed to a terminated shareholder physician as deferred compensation. The determination by Employer's accountant of the Net Profits shall be conclusive.
- II. Twenty percent (20%) of the Net Profits will be distributed in equal shares among all shareholder physicians employed by Employer during the relevant Quarterly Period, Pre-Commencement Period, or Termination Period.
- III. The remaining 80% of the Net Profits will be divided proportionately among the shareholder physicians employed by employer during the relevant Quarterly Period, Pre-Commencement Period, or Termination Period in accordance with relative net profits of each shareholder physician.
 - A. **Net profits** for each shareholder physician shall be determined as follows:
 1. Patient collections attributable to each physician will be allocated to that specific physician

2. Corporation director fees or reading fees of physicians who are non-shareholders shall be designated as being corporate income and will be allocated to each shareholder physician equally.
3. Nuclear revenue and expenses will be allocated proportionately based on orders for nuclear testing. Orders that are not identified specifically to a physician or orders from non-shareholder physicians will be allocated equally to all shareholder physicians.
4. The management fee paid contractually will be allocated equally to all shareholder physicians.
5. Payment for the corporate buy-out and deferred compensation payments for Dr. Richard Heppner and any related tax effect payments will be allocated to all shareholder physicians equally.
6. Deferred compensation payments for Dr. Alpert will be allocated to all shareholder physicians equally.

B. The following **overhead expenses** will be allocated to all shareholder physicians **equally**:

1. Salary for the administrator
2. Salary for the administrator's assistant
3. Bookkeeping compensation
4. One-half of all remaining non-physician salaries
5. Non-shareholder doctor expenses (less revenues generated)
6. Corporate auto and parking
7. Bank collection and payroll fees
8. Depreciation
9. Corporate dues and licenses
10. Corporate food and goodwill
11. Corporate insurance
12. Interest

13. Maintenance contracts
14. Professional fees
15. Office rent
16. One-half of all computer, medical and office supplies
17. One-half of telephone and communications
18. Corporate travel
19. Other

C. The following **overhead expenses** will be treated as **variable** expenses and allocated to the shareholder physicians based on their pro rata share of fees collected:

1. One-half of all non-physician salaries (except for the administrator, assistant, and bookkeeper)
2. Equipment leasing
3. All maintenance and repairs except for maintenance contracts
4. Postage
5. One-half of computer, medical and office supplies
6. Business privilege taxes
7. One-half of telephone and communications

D. Employee benefits such as medical insurance, pension plan and payroll taxes will be allocated to the shareholder physicians based on the **proportion of fixed versus variable** salaries, which are allocated to the shareholder physicians.

**EMPLOYMENT AGREEMENT
BETWEEN
WEST PENN CARDIOLOGY ASSOCIATES, P.C.
AND
JAYASEELAN AMBROSE, M. D.**

THE AGREEMENT, made as of the first day of November 1999 to December 31, 1999, between West Penn Cardiology Associates, P.C., a Pennsylvania corporation ("Employer")

**A
N
D**

Jayaseelan Ambrose, M.D., ("Employee"), an individual residing in the Commonwealth of Pennsylvania.

WITNESSETH THAT:

WHEREAS, Employer and Employee wish to enter into this Employment Agreement in order to create an employment relationship in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. From November 1, 1999, until December 31, 1999, Employee shall render services on Employer's behalf unless this Agreement is sooner terminated in accordance with the provisions hereof. This Agreement shall automatically renew for succeeding terms of one year unless terminated pursuant to Paragraph 5 hereof, or unless the Employee shall give at least ninety (90) days written notice of his intention to terminate employment hereunder.

2. Full Working Time. Employee agrees to devote his full working time to rendering professional services on behalf of Employer, except for such time as must necessarily be devoted to Employee to the salaried position occupied by him at DuBois Regional Medical Center on November 1, 1999. Specifically, Employee agrees to be available to render medical services at such times and places as Employer shall reasonably request. Employee agrees to comply with the ethical precepts of his profession. Employee shall not, without express prior to written consent of Employer, direct or indirectly, render services of a professional nature to or for any person or firm

compensation during the term of this Agreement; or engage in any activity competitive with or adverse to Employer's business or practice, whether alone, or as a partner, or as an officer, director, employee or shareholder of any other corporation, or as a trustee, fiduciary or other representative of any other activity. This making of passive and personal investments, and the conduct of private business affairs, shall not be prohibited hereunder. This also does not preclude the possibility of doing a locum tenens utilizing your vacation and/or continuing medical education time (any necessary additional Malpractice Coverage would need to be provided separately by the employee for this venture).

3. Compensation. For all services rendered by Employee under this Agreement, Employer shall pay Employee the greater of five thousand dollars (\$5000.00) each month or compensation determined as follows:

A. At the end of each quarter, the Net Profit (gross collections minus costs) of Employer will be calculated for that quarter. The determination by Employer's accountant of the Net Profit shall be conclusive (Employee is offered opportunity to review all financial data related to compensation calculation at his request).

B. Twenty percent (20%) of the Net Profit will be distributed in equal shares among all shareholder physicians employed by Employer during that quarter;

C. The remaining eighty percent (80%) of the Net Profit will be divided proportionately among the shareholder physicians employed by Employer during that quarter in accordance with relative collections of each shareholder physician. The following shall be deducted from Employee's proportionate share of Net Profit prior to distribution:

- i. Employee's disability insurance premiums;
- ii. Employee's professional meeting expenses;
- iii. Employee's professional entertainment expenses;
- iv. Employee's contribution to Employer's pension and profit sharing plan. The amount of Employee's contribution will be a fixed percentage (to be determined annually by Employer) of the portion of Employer's Net Income allocated to Employee;

v. Employee's miscellaneous professional expenses, including, but not limited to, book, journal, automobile and telephone expenses.

vi. Comprehensive professional liability insurance premiums paid for Employee, as Employer shall deem appropriate, covering the acts and omissions of Employee in the normal course of his employment;

All such compensation and any other payments under this Agreement, which Employer's accountant reasonably determine to be compensation are subject to withholding taxes and other employment taxes as required with respect to compensation paid by a corporation to an employee.

D. Fringe Benefits. As additional consideration for performance of services by Employee, Employer shall provide the following benefits:

i. Participation in Employer's excess medical benefits program, up to a maximum of \$3,000.00 per year;

ii. All expenses related to lease of an office suite, examination rooms, office furniture, nurse, secretarial staff, and lab coats;

iii. Dues for membership of the American Medical Association, Clearfield County Medical Society, Pennsylvania Medical Society, American College of Cardiology, and Clinical Council of the American Heart Association;

iv. Dues for hospital staff membership at those hospitals for which Employee has staff privileges;

v. Leave for up to twelve (12) working days per year to attend professional medical meetings, conferences and seminars;

vi. Four (4) weeks of absence from work each year for vacation or personal reasons;

vii. \$50,000 of group term life insurance.

4. Other Employee Benefits. Except as specifically provided, nothing contained herein shall affect Employee's participation in any supplemental compensation, bonus, pension, profit sharing stock bonus, insurance or other benefit to which he may become entitled as an employee.

5. Non-Competition/Non-Solicitation

A. Non-Competition

The Physician acknowledges that as a result of his association with Employer he will be exposed to the Employer's established referring physician, established patient base and other valuable business contacts of the Employer. Physician shall not, while employed by Employer, and for a period of twenty-four (24) months following the termination of this Agreement (the "Period of Restriction") at any location (x) within a five mile radius of Employer's principal office at 5140 Liberty Avenue or any hospital in the city of Pittsburgh in which Employer renders medical services, and (y) within a twenty-five mile radius of any other hospital or medical office in which Employer has actively provided medical services on a regular basis at any time within the twelve month period preceding the date of termination of employment ("Restricted Area"), engage in the practice of cardiology whether direct or indirect, as a proprietor, partner, employee, consultant, advisor, manager or director of any person, business, firm, corporation or any other entity in competition with Employer.

Notwithstanding the foregoing provisions of this Section 5A hereof, physician may compete with Employer upon the payment to Employer of an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000.00) in immediately available funds prior to the commencement of such competition.

B. Enforcement.

Physician agrees and warrants that the covenants contained herein are reasonable, that valid consideration has been received therefor and that the agreements set forth herein are the result of arm's length negotiations between the parties hereto. Physician recognizes that the provisions of this Section 5 are vitally important to the continuing welfare of the Employer and that any violation of this Section 5 will adversely affect the financial interest of Employer. Physician accordingly acknowledges that money damages constitute an inadequate remedy for any violation of this Section 5. In the event of any such violation by Physician, Employer, in addition to any other remedies it may have, shall have the right to an injunction to compel specific performance thereof or to restrain any action by Physician in violation of this Section 5. Physician further agrees that a judgment for specific performance of this Section 5 may have entered against him, without the necessity of proving actual damages. It is the desire of the parties that the provisions of this Section 5 be enforced to the fullest extent permissible under the law and

public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 5 shall ever be adjudicated to be prohibited by or invalid under such laws or public policies, such portion of this Section 5 shall be deemed deleted, such deletion to apply only with respect to the operation of this Section 5 in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required.

B. Non-Solicitation

Physician shall not, during the Period of Restriction (a) induce or attempt to induce any patient, person, firm or corporation to cease, discontinue or fail to renew any relationship, agreement or arrangements with Employer, and (b) solicit, employ, divert or take away or attempt to employ any persons employed by Employer.

6. Termination. This contract shall be terminated upon ninety (90) days written notice to the Employee if it is determined in good faith by at least two-thirds (2/3) vote of the Board of Directors that:

A. Employee is no longer authorized to practice his profession in Pennsylvania;

B. Employee is guilty of any immoral conduct tending to injure the reputation of Employer;

C. Employee is deceased;

D. Employee has failed or refused to faithfully or diligently perform the duties of his employment and the provisions of this Agreement; or

E. Employee directly or indirectly competes with Employer while employed under this Agreement. However, the Employee shall have the opportunity to correct the ^{cause} course of termination by written appeal ^{to} the Corporation Board of Directors, which will be required to consider this appeal and confirm the original vote by at least a 2/3 majority before the decision is considered final.

Activities listed as permitted in Paragraph 7 shall not be deemed to compete with Employer.

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RZ Appomer
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7. Fees Earned. All compensation received by Employee as a result of his rendition of Professional services shall belong to and shall be paid to Employer, including the fees received from The Western Pennsylvania Hospital and DuBois Regional Medical Center for salaried positions. Exempted from this are professional speaking engagements, royalties, license fees, consultation fees to industry or other arrangements as approved by Employer's Board of Directors, and any other revenues generated by the development by the Employee of a new medical device, biologic, or pharmaceutical, as well as fees paid by DuBois Regional Medial Center for ECG reading. Any medical device, drug, or any invention developed by Employee during the term of this Agreement or thereafter shall be the property of such Employee, and Employer hereby assigns all right, title, and interest to the same, including all intellectual property rights, to Employee.

8. Disability. If Employee is unable to perform his service (including night and weekend hospital coverage and inpatient rounds) by reason of total disability, for the first ninety (90) days of such disability, he shall be entitled to receive his monthly compensation as calculated under Paragraph 3 above. For the next ninety (90) days of such disability, he shall be entitled to receive one-half (1/2) of his said monthly compensation. Thereafter, he shall receive no compensation payments during the period of his disability.

In determining periods of disability, any new period of disability shall be deemed a continuation of the prior period of disability if Employee has not returned to work for at least six (6) consecutive months between such periods of disability.

If the period of disability exceeds twelve (12) consecutive months, this Agreement shall be terminated, except as provided in Paragraph 9.

If Employee becomes disabled, but the disability ceases before termination of his employment with Employer, Employee's compensation calculated according to Section 3 shall be reinstated on the date of his disability ends.

9. Deferred Compensation. Upon the death, retirement, termination of employment, or disability of Employee (a "Triggering date"), he or his heirs shall be entitled to receive as deferred compensation an amount equal to the Employee's allocation Factor determined in Section 9C hereof multiplied by the excess, if any, of the Collectible Accounts Receivable determined in Section 9A hereof over the Employer's Accounts Payable determined in Section 9B hereof. The deferred compensation amount is described by the mathematical formula $9C \times (9A - 9B)$.

A. Collectible Accounts Receivable. For the purposes of this Section 9, Collectible Accounts Receivable shall be an amount equal to x multiplied by y multiplied by z where:

x, equals the accounts receivable of the Employer as the calendar month end immediately preceding the date of the Triggering Date;

y, equals the average collection ratio of accounts receivable for the four calendar quarters immediately preceding the Triggering Date. The average collection ratio shall be determined by dividing cash collected on professional service charges during said four calendar quarters by the total professional service charges during said four calendar quarters; by the total professional service charges during said four calendar quarters; and

z, equals .95.

The Employer's accountant shall determine the amount of the accounts receivable, collected accounts receivable and the Collectible Accounts Receivable.

B. Employer's Accounts Payable. The Employer's Accounts Payable shall be an amount equal to the accounts payable to the Employer as of the calendar month end immediately preceding the Triggering Date as determined by the Employer's accountant.

C. Employee's Allocation Factor. The Employee's Allocation Factor shall be a fraction, the numerator of which is the number of years and fraction thereof (calculated by days) during which the Employee was a shareholder of the Employer and the denominator of which is the total number of years and fractions thereof (calculated by days) during which all active shareholders of the Employer were shareholders. The numerator and denominator shall be calculated as of the Triggering Date.

D. Reduction for Pre-Payments; Payment. The deferred compensation amount thus determined shall be reduced by the amount, if any, paid to the Employee under Paragraph 8 above during the preceding twelve (12) months. The deferred compensation amount determined under the preceding provisions shall, unless otherwise agreed, be paid by the Employer to the Employee or his heirs in thirty-six (36) equal monthly installments following the Employee's death, retirement, termination of employment or disability; provided, however, that in no event will any

monthly payment exceed five percent (5%) of the Employer's gross monthly receipts. If any monthly payment exceeds such limitation, the excess will be paid in the next succeeding month in which the Employer's receipts are sufficient to pay such excess. If payment is due to the death of the Employee, his estate may elect to receive a lump-sum payment payable within three (3) months after death.

10. Contracts. Employee shall have no authority to contract for or to obligate Employer in any way unless Employer's Board of Directors or duly authorized officers or officer shall specifically confer such authority in accordance with and subject to the restrictions contained in Employer's by-laws.

11. Employer's Authority. Employee agrees to observe and comply with the rules and regulations of Employer as adopted by the Employer's Board of Directors, either orally or in writing, respecting the performance of his duties, and to carry out and to perform orders, directions and policies announced to him by Employer, from time to time, either orally or in writing. Employee specifically understands that Employer shall have final authority over the acceptance or refusal of any person for whom professional services may be rendered, and over the amount of fee to be charged such person. The power to direct, control and supervise the manner of, and time for, performing Employee's duties, shall be exercised by Employer's Board.

12. Records. Upon the termination of this Agreement, Employee shall not be entitled to keep or preserve records of Employer as to any person for whom services were performed unless such person shall specifically request in writing a different disposition of his records, and in no event shall Employee be entitled to access to patient files exception accordance with the provisions of the Stock Transfer Restriction Agreement among West Penn Cardiology Associates, P.C., and the shareholders identified therein.

13. Binding Effect, Assignability. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their respective successors, heirs and legal representatives, but neither this Agreement nor any of the rights hereunder shall be assignable by Employee or by any beneficiary or beneficiaries of Employee.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be exclusively and conclusively settled by arbitration in the city of Pittsburgh, Pennsylvania, in accordance with the then prevailing rules of the American Arbitration Association, and a judgment upon the award may be entered in any court having jurisdiction thereof.

15. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the Commonwealth of Pennsylvania.

16. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by both parties.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all prior agreements and understandings between them, whether written or oral.

18. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not effect the other provisions hereof, and the Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

19. Caption. The captions of the paragraphs contained herein are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburgh, Pennsylvania, as of the day and year first above written.

ATTEST:

Secretary

(Corporate Seal)

WITNESS:

Reena Henrietta Ambrose

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.

By Richard L. Heppner
Richard L. Heppner, President

Jayaseelan Ambrose
Jayaseelan Ambrose, M.D.

**EMPLOYMENT AGREEMENT BETWEEN
WEST PENN CARDIOLOGY ASSOCIATES, P.C.
AND
S. SCOTT REESE, M.D.**

THIS AGREEMENT, made as of the 1st day of February 1998, between
WEST PENN CARDIOLOGY ASSOCIATES, PC., a Pennsylvania corporation ("**Employer**")

A

N

D

S. Scott Reese, M.D. ("**Employee**"), an individual residing in the Commonwealth of Pennsylvania.

WITNESSETH THAT:

WHEREAS, Employer and Employee wish to enter into this Employment Agreement to create an employment relationship in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term. From February 1, 1998, until December 31, 1998, Employee shall render services on Employer's behalf unless this Agreement is sooner terminated in accordance with the provisions hereof. This Agreement shall be automatically renewed for succeeding terms of one year unless terminated pursuant to Paragraph 5 hereof, or unless the Employee shall, at least ninety (90) days prior to the effective date of expiration, give written notice of his intention to terminate employment hereunder.

2. Full Working Time. Employee agrees to devote his full working time to rendering professional services on behalf of Employer, except for such time as must necessarily be devoted by Employee to the salaried position occupied by him as of February 1, 1998 for ECG interpretations at DuBois Regional Medical Center. Specifically, Employee agrees to be available to render medical services at such times and places as Employer shall reasonably request. Employee agrees to comply with the ethical precepts of his profession. Employee shall not, without the express prior written consent of Employer, directly render services of a professional nature to or for any person

or firm for compensation during the term of this Agreement, or engage in any activity competitive with or adverse to Employer's business or practice, whether alone, or as a partner, or as an officer, director, employee or shareholder of any other corporation, or as a trustee, fiduciary or other representative of any other activity. The making of passive and personal investments, and the conduct of private business affairs, shall not be prohibited hereunder.

3. Compensation. For all services rendered by Employee under this Agreement, Employer shall pay Employee a salary determined as follows:

A. At the end of each quarter, the Net Profit (gross collections minus costs) of Employer will be calculated for that quarter. The determination by Employer's accountant of the Net Profit shall be conclusive;

B. Twenty percent (20%) of the Net Profit will be distributed in equal shares among all shareholder physicians employed by Employer during that quarter.

C. The remaining eighty percent (80%) of the Net Profit will be divided proportionately among the shareholder physicians employed by Employer during that quarter in accordance with relative collections of each shareholder physician. The following shall be deducted from Employee's proportionate share of Net Profit prior to distribution:

i. Employee's life and disability insurance premiums;

ii. Employee's professional meeting expenses;

iii. Employee's professional entertainment expenses;

iv. Employee's contribution to Employer's pension and/or profit sharing plan. The amount of Employee's contribution will be a fixed percentage (to be determined annually by Employer) of the portion of Employer's Net Income allocated to Employee;

v. Employee's miscellaneous professional expenses, including, but not limited to, book, journal, automobile and telephone expenses;

vi. Comprehensive professional liability insurance premiums paid for Employee, as Employer shall deem appropriate, covering the acts and omissions of Employee in the normal course of his employment;

Employee's minimum salary will be Five Thousand Dollars (\$5,000.00) per month. All such compensation, and any other payments under this Agreement, which Employer's accountants reasonably determine to be compensation shall be subject to the legally required withholding and employment taxes.

D. Fringe Benefits. As additional consideration for performance of services by Employee, Employer shall provide the following benefits:

i. Participation in Employer's excess medical benefits program, up to a maximum of \$3,000.00 per year;

ii. All expenses related to lease of office suite, examination rooms, office furniture, nurse, secretarial staff, and lab coats;

iii. Dues for membership in the American Medical Association, Jefferson County Medical Society, Pennsylvania Medical Society, American College of Cardiology, and Clinical Council of the American Heart Association;

iv. Dues for hospital staff membership at those hospitals for which Employee has staff privileges;

v. Leave for up to twelve (12) working days per year to attend professional medical meetings, conferences and seminars;

vi. Four (4) weeks of absence from work each year for vacation or personal reasons;

vii. \$50,000 of group term life insurance.

4. Other Employee Benefits. Except as specifically provided, nothing contained herein shall affect Employee's participation in any supplemental compensation, bonus, pension, profit sharing stock bonus, insurance or other benefit to which he may become entitled as an employee.

5. Non-Competition/Non-Solicitation

A. Non-Competition

(i) The Physician acknowledges that as a result of his association with Employer, he is introduced to the Employer's established referring physician, established patient base and other valuable business contacts of the Employer. The Physician shall not practice medicine for a period of twenty-four (24) months following the termination of this Agreement or termination of his employment by WPCA in a medical office or hospital fifteen (15) mile radius from any medical office or hospital outside of Allegheny County where medical services were provided for which Employer billed more than fifty percent (50%) of any WPCA employee's total previous year's professional charges.

(ii) Notwithstanding the foregoing provisions of this Section 5A hereof, Physician may be excused from the restrictions in 5A (1) and may compete with Employer upon payment to Employer of an amount equal to \$500,000 less any goodwill value of the Company calculated according to Paragraph 4B of the Amended Restated Stock Transfer Restriction Agreement of February 1998, which might be lost because of violation of the restrictions described in

Section 5A (i). Payment in immediately available funds must be made prior to the commencement of such competition.

B. Enforcement

The Physician agrees and warrants that the covenants contained herein are reasonable, that valid consideration has been received therefor and that the agreements set forth herein are the result of arm's length negotiations between the parties hereto. Physician recognizes that the provisions of this Section 5 are vitally important to the continuing welfare of the Employer and that any violation of this Section 5 will adversely affect the financial interest of Employer. Physician accordingly acknowledges that money damages constitute an inadequate remedy for any violation of this Section 5. In the event of any such violation by Physician, Employer, in addition to any other remedies it may have, shall have the right to an injunction to compel specific performance thereof or to restrain any action by Physician in violation of this Section 5. Physician further agrees that a judgment for specific performance of this Section 5 may be entered against him, without the necessity of proving actual damages. It is the desire of the parties that the provisions of this Section 5 be enforced to the fullest extent permissible under the law and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of this Section 5 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any part or circumstance shall be adjudicated to be prohibited by or invalid under such laws or public policies, such portion of this Section 5 shall be deemed deleted, such deletion to apply only with respect to the operation of this Section 5 in the particular jurisdiction so adjudicating on the parties and under the circumstances as to which so adjudicated and only to the minimum extent so required.

C. Non-Solicitation.

Physician shall not, during the Period of Restriction (a) induce or attempt to induce any patient, person, firm or corporation to cease, discontinue or fail to renew any relationship, agreement or arrangement with Employer, and (b) solicit, employ, divert or take away or attempt to solicit, employ, divert or take away any person who, prior to the termination of this Agreement, was employed by Employer

6. Termination. This contract shall be terminated upon ninety (90) days' written notice to the Employee if it is determined in good faith by at least two-thirds (2/3) vote of the Board of Directors that:

- A. Employee is no longer authorized to practice his profession in Pennsylvania;
- B. Employee is guilty of any immoral conduct tending to injure the reputation of Employer;
- C. Employee is deceased;

D Employee has failed or refused to faithfully or diligently perform the duties of his employment and the provisions of this Agreement; or

E Employee directly or indirectly competes with Employer while employed under this Agreement. (Activities listed as permitted in Paragraph 7 shall not be deemed to compete with employer.)

7. Fees Earned. All compensation received by Employee as a result of his providing professional services shall belong to and shall be paid to Employer, except from professional speaking engagements, ECG interpretations at the DuBois Regional Medical Center, royalties, license fees, consultation fees to industry or other arrangements as approved by Employer's Board of Directors, and any other revenues generated by the development by the Employee of a new medical device, biologic, or pharmaceutical. Any medical device, drug, or any invention developed by Employee during the term of this Agreement or thereafter shall be the property of such Employee, and Employer hereby assigns all right, title, and interest to the same, including all intellectual property rights, to Employee.

8 Disability. If Employee is unable to perform his service (including night and weekend hospital coverage and inpatient rounds) by reason of total disability, for the first ninety (90) days of such disability, he shall be entitled to receive his full monthly compensation as calculated under Paragraph 3 above, without reduction for any payments made under any contract of disability insurance. For the next ninety (90) days of such disability, he shall be entitled to receive one-half (1/2) of his said monthly compensation with reduction for any payments made under any contract of disability insurance. Thereafter, he shall receive no compensation payments during the period of his disability.

In determining periods of disability, any new period of disability shall be deemed a continuation of the prior period of disability if Employee has not returned to work for at least six (6) consecutive months between such periods of disability.

If the period of disability exceeds twelve (12) consecutive months, this Agreement shall be terminated, except as provided in Paragraph 9.

If Employee becomes disabled, but the disability ceases before termination of his employment with Employer, Employee's salary shall be reinstated on the date his disability ends

9. Deferred Compensation. Upon the death, retirement, termination of employment, or disability of Employee (a "Triggering Date"), he or his heirs shall be entitled to receive as deferred compensation an amount equal to the Employee's Allocation Factor determined in Section 9C hereof multiplied by the excess, if any, of the Collectible Accounts Receivable determined in Section 9A hereof over the Employer's Accounts Payable determined in Section 9B hereof. The deferred compensation amount is described by the mathematical formula $9C \times (9A-9B)$.

A. Collectible Accounts Receivable. For purposes of this Section 9, Collectible Accounts Receivable shall be an amount equal to x multiplied by y multiplied by z, where:

x, equals the accounts receivable of the Employer as of the calendar month end immediately preceding the date of the Triggering Date;

y, equals the average collection ratio of accounts receivable for the four calendar quarters immediately preceding the Triggering Date. The average collection ratio shall be determined by dividing cash collected on professional service charges during said four calendar quarters by the total professional service charges during said four calendar quarters; and

z, equals .95

The Employer's accountant shall determine the amount of the accounts receivable, collected accounts receivable and the Collectible Accounts Receivable.

B. Employer's Accounts Payable. The Employer's Accounts Payable shall be an amount equal to the accounts payable of the Employer as of the calendar month end immediately preceding the Triggering Date as determined by the Employer's accountant.

C. Employee's Allocation Factor. The Employee's Allocation Factor shall be a fraction, the numerator of which is the number of years and fraction thereof (calculated by days) during which the Employee was a shareholder of the Employer and the denominator of which is the total number of years and fractions thereof (calculated by days) during which all active shareholders of the Employer were shareholders. The numerator and denominator shall be calculated as of the Triggering Date.

D. Reduction for Pre-Payments: Payment. The deferred compensation amount determined shall be reduced by the amount, if any, paid to the Employee under Paragraph 8 above during the preceding twelve(12) months. The deferred compensation amount determined under the preceding provisions shall, unless otherwise agreed, be paid by the Employer to the Employee or his heirs in thirty six (36) equal monthly installments following the Employee's death, retirement, termination of employment or disability; provided, however, that in no event will any monthly payment exceed five percent (5%) of the Employer's gross monthly receipts. If any monthly payment exceeds such limitation, the excess will be paid in the next succeeding month in which the Employer's receipts are sufficient to pay such excess. If payment is due to the death of the Employee, his estate may elect to receive a lump-sum payment payable within three (3) months after death.

10. Contracts. Employee shall have no authority to contract for or to obligate Employer in any way unless Employer's Board of Directors or duly authorized officers or officer shall specifically confer such authority in accordance with and subject to the restrictions contained in Employer's by-laws.

11. Employer's Authority. Employee agrees to observe and comply with the rules and regulations of Employer as adopted by the Employer's Board of Directors, either orally or in writing, respecting the performance of his duties, and to carry out and to perform orders, directions and policies announced to him by Employer, from time to time, either orally or in writing. Employee specifically understands that Employer shall have final authority over the acceptance or refusal of any person for whom professional services may be rendered, and over the amount of fee to be charged such person. The power to direct, control and supervise the manner of, and time for, performing Employee's duties, shall be exercised by Employer's board.

12. Records. Upon the termination of this Agreement, Employee shall not be entitled to keep or preserve records of Employer for any person for whom services were performed unless such person shall specifically request in writing a different disposition of his records. In no event shall Employee be entitled to access to patient files not in accordance with the limitations of the Stock Transfer Restriction Agreement among West Penn Cardiology Associates, PC, and the shareholders identified therein.

13. Binding Effect, Assignability. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives, but neither this Agreement nor any of the rights hereunder shall be assignable by Employee or by any beneficiary or beneficiaries of Employee.

14. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be exclusively and conclusively settled by arbitration in the City of Pittsburgh, Pennsylvania, in accordance with the then prevailing rules of the American Arbitration Association, and a judgment upon the award may be entered in any court having Jurisdiction thereof.

15. Governing Law. This Agreement shall be interpreted, construed and governed according to the laws of the Commonwealth of Pennsylvania

16. Amendments. No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by both parties. Understanding of the parties, between them, whether written or oral.

17. Entire Agreement. This Agreement constitutes the entire agreement and of the parties, and supersedes all prior agreements and understandings between

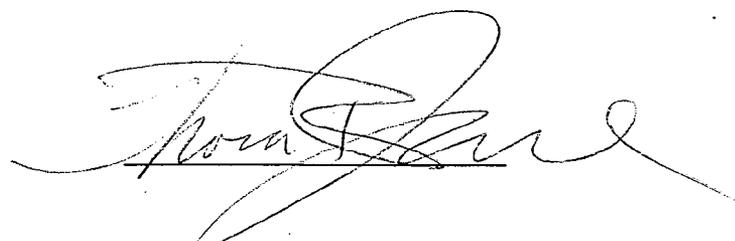
18. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted

19. Captions. The captions of the paragraphs contained herein are for convenience of reference only and shall not affect the interpretation of the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement at Pittsburgh, Pennsylvania, as of the day and year first above written.

ATTEST:

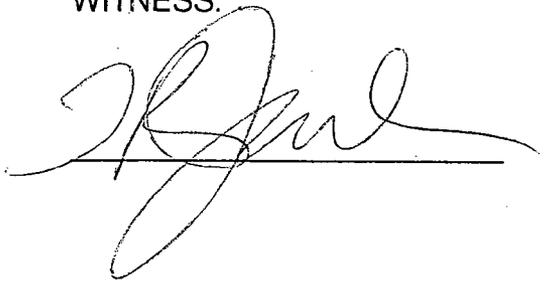
WEST PENN CARDIOLOGY
ASSOCIATES, P.C.



(Corporate Seal)

BY Richard L. Hyman

WITNESS:



S. Scott Reese, MD
S. SCOTT REESE, M.D.

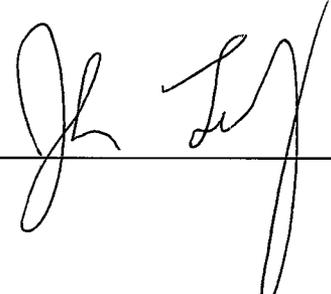


CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **COMPLAINT** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;

- h. that DRMC and Graeca be preliminarily and permanently enjoined from reassigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;
- i. that DRMC and Graeca be preliminarily and permanently enjoined from directly or indirectly employing or using the services of any cardiologist recruited by DRMC in violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself; and
- j. that this Court award any other monetary and/or equitable relief it deems just and proper.

COUNT III
WPCA v. Reese and Ambrose
Breach of Fiduciary Duty

80. WPCA incorporates paragraphs 1 – 79 as if fully restated herein.

81. Reese and Ambrose are members of the Board of Directors of WPCA.

82. At all relevant times from July 18, 2002 until April 2003, Ambrose was also

WPCA's Secretary.

83. Pennsylvania law recognizes a fiduciary duty between members of the Board of Directors of a company and the company.

84. The Director's Liability Act, 15 Pa.C.S. § 1712, governs breaches of the duty of loyalty or fiduciary duty by members of the Board of Directors and the company.

85. Under the Director's Liability Act, Directors and Officers of a company are required to act in good faith toward the company for which they serve.

86. Reese and Ambrose are employees of WPCA.

87. Agents and employees of an employer also owe a fiduciary duty to their employers under Pennsylvania common law.

88. A confidential relationship exists between the members of the Board of Directors of WPCA and WPCA, as well as between WPCA and its employees.

89. Reese and Ambrose knew WPCA had a contractual relationship with DRMC.

90. Reese and Ambrose, however, encouraged DRMC not to renew the Services Contract with WPCA and, instead, enter into a similar or equivalent Services Contract or relationship with Reese and Ambrose individually.

91. Reese and Ambrose, as participating and active directors of WPCA, were privy to WPCA's intentions and strategy with respect to DRMC and the Services Contract and used this status and the information gained therefrom to their own advantage and benefit and to the detriment of WPCA.

92. Prior to Reese and Ambrose encouraging DRMC not to renew the Services Contract with WPCA, DRMC was satisfied with WPCA's performance of the Services Contract.

93. Upon information and belief, DRMC would have renewed the Services Contract with WPCA had Reese and Ambrose not encouraged DRMC not to renew the Services Contract.

94. As a result of Reese and Ambrose's actions, WPCA has been injured and continues to suffer injury.

95. WHEREFORE, WPCA respectfully requests this Court to enter judgment on Count III in its favor against defendants Reese and Ambrose as follows:

- a. damages in an amount equal to the profits WPCA reasonably would have earned under a new three (3) year Services Contract with DRMC;
- b. that Reese and Ambrose be preliminarily and permanently enjoined from directly or indirectly interfering with WPCA's current or prospective contractual relationships with other cardiology physicians;
- c. that Reese and Ambrose be preliminarily and permanently enjoined from making offers of employment or employing WPCA's employees and from directly or indirectly interfering with WPCA's current or prospective relationships with its employees;
- d. that Reese and Ambrose be preliminarily and permanently enjoined from directly or indirectly interfering with WPCA's current or prospective relationships with patients;
- e. that Reese and Ambrose be preliminarily and permanently enjoined from using WPCA's confidential information, including patient lists, patient files, and records for any purpose other than to the benefit of WPCA;
- f. that Reese and Ambrose be preliminarily and permanently enjoined from copying or accessing any of WPCA's patient files or lists of patient names, addresses or other demographic information or reconstructing such information from any source whatsoever, unless necessary for the on-going treatment of WPCA's patients while still under WPCA's care;
- g. that Reese and Ambrose, except as employees of WPCA, be preliminarily and permanently enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or at any location

that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts; and

h that this Court award any other monetary and/or equitable relief it deems just and proper.

COUNT IV
WPCA v. DRMC, Graeca, Reese, and Ambrose
Civil Conspiracy

96. WPCA incorporates paragraphs 1 - 95 as if fully restated herein.

97. The Services Contract between WPCA and DRMC prohibits DRMC from soliciting WPCA physicians by any means or manner.

98. The Services Contract between WPCA and DRMC is renewable.

99. The employment contracts between WPCA and Reese and Ambrose prohibit Reese and Ambrose from inducing or attempting to induce any patient, person, firm, or corporation to cease, discontinue or fail to renew any relationship, agreement or arrangements with WPCA, and from soliciting, employing, diverting taking away or attempting to solicit, employ, divert or take away any WPCA employees.

100. These same duties are imposed upon Reese and Ambrose by virtue of their appointment as directors of WPCA.

101. The employment contracts between WPCA and Reese and Ambrose prohibit Reese and Ambrose from competing with WPCA after they leave WPCA's employ unless they pay a "buy-out" fee to WPCA.

102. Despite these contractual prohibitions, DRMC, Graeca, Reese, and Ambrose combined to breach the non-solicitation provisions of the Services Contract and the employment contracts that each party had with WPCA.

103. DRMC, Graeca, Reese, and Ambrose conspired to:

- a. cause DRMC not to renew the Services Contract with WPCA;
- b. cause DRMC and/or Graeca to provide, guarantee, or facilitate Reese and Ambrose's obtaining the funds to "buy-out" the non-competition provisions of their respective employment contracts;
- c. cause DRMC and/or Graeca to provide or facilitate the provision of office and treatment space to Reese and Ambrose at DRMC or another location within the scope of the non-competition provisions of Reese and Ambrose's employment contracts; and
- d. recruit another cardiology physician to work full-time in the DuBois region and to work with Reese and Ambrose after Reese and Ambrose leave WPCA's employ.

104. Such conduct is wrongful.

105. DRMC, Graeca, Reese, and Ambrose have taken overt action to accomplish the goal of breaching the Services Contract and the employment contracts by, but not limited to, doing the following:

- a. negotiating with or entering into discussions with each other, during the currency of the employment contracts and the Services Contract, regarding Reese and Ambrose leaving the employ of WPCA and commencing a relationship whereby Reese and Ambrose would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA;

- b. agreeing to have DRMC provide, guarantee, or otherwise facilitate Reese and Ambrose obtaining the \$750,000 required to “buy-out” the non-competition provisions of their respective employment contracts;
- c. recruiting a third cardiologist to work directly or indirectly with Reese and Ambrose in providing Professional Cardiac Catheterization Services previously provided by WPCA as a means of encouraging Reese and Ambrose to leave WPCA; and
- d. terminating WPCA’s lease in order to lease or otherwise provide the same space to Reese and Ambrose to provide Professional Cardiac Catheterization Services.

106. DRMC, Graeca, Reese, and Ambrose took the above-mentioned overt actions with an intent to injure WPCA.

107. If DRMC, Graeca, Reese, and Ambrose’s actions are permitted to continue, WPCA will suffer irreparable and incalculable damages, including the loss of business opportunity and severe disruption of established business relations.

108. An injunction is necessary to prevent immediate and irreparable harm to WPCA that cannot be compensated adequately by damages.

109. Greater injury will occur to WPCA if an injunction is not granted prohibiting DRMC, Graeca, Reese, and Ambrose from continuing to act in furtherance of their conspiracy.

110. DRMC, Graeca, Reese, and Ambrose’s conduct is manifestly in error and an injunction is reasonably suited to abate the conduct.

111. WPCA’s right to relief is clear based upon the facts.

112. WHEREFORE, WPCA respectfully requests that this Court enter judgment in its favor and against DRMC, Graeca, Reese, and Ambrose on Count IV of the Complaint as follows:

- a. that DRMC, Graeca, Reese, and Ambrose be preliminarily and permanently enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and Ambrose would continue to provide cardiology services to or at DRMC other than as employees of WPCA;
- b. that DRMC, Graeca, Reese, and Ambrose be required to compensate WPCA fully for any money damages suffered by WPCA as a result of breaches by each party of their respective obligations under the Services Contract or the employment contracts;
- c. that DRMC and Graeca be preliminarily and permanently enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;
- d. that DRMC and Graeca be preliminarily and permanently enjoined from leasing or otherwise providing or facilitating the provision of office and

treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included in the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including but not limited to the office and treatment space currently occupied by WPCA;

- e. that DRMC and Graeca be preliminarily and permanently enjoined from directly or indirectly providing, guaranteeing or otherwise facilitating Reese and Ambrose obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts;
- f. that DRMC and Graeca be preliminarily and permanently enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;
- g. that DRMC and Graeca be preliminarily and permanently enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;
- h. that DRMC and Graeca be preliminarily and permanently enjoined from reassigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;

- i. that DRMC and Graeca be preliminarily and permanently enjoined from directly or indirectly employing or using the services of or guaranteeing the revenues, net income or salary of any cardiologist recruited by DRMC or Graeca in violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself;
- j. that Reese and Ambrose, except as employees of WPCA, be preliminarily and permanently enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts; and
- k. that this Court award any other monetary and/or equitable relief it deems just and proper.

COUNT V
WPCA v. Reese
Declaratory Judgment and Injunction

113. WPCA incorporates paragraphs 1 – 112 as if fully restated herein.

114. Reese's employment agreement prohibits him from terminating his employment with WPCA prior to December 31, 2003.

115. Reese's purported termination of his employment agreement prior to December 31, 2003, is a breach of his employment agreement.

116. Reese's employment agreement provides that any controversy or claim arising out of or relating to the employment agreement shall be settled by arbitration before the American Arbitration Association ("AAA") in Pittsburgh, Pennsylvania. Exh. A § 14.

117. If Reese is allowed to leave WPCA's employ prior to December 31, 2003, WPCA will suffer irreparable and incalculable damages, including the loss of business opportunity and severe disruption of established business relations.

118. On information and belief, the AAA would be unable to adjudicate Reese's breach of his employment agreement prior to his proposed date of termination, thereby making resort to arbitration futile.

119. WHEREFORE, WPCA respectfully requests that this Court enter a declaratory judgment in its favor and against Reese on Count V of the Complaint as follows:

- a. enjoining Reese's purported termination of his employment agreement prior to December 31, 2003, or until this Court or the AAA has the ability to resolve the issue, whichever is sooner; and
- b. prohibiting Reese from competing with WPCA until this Court or the AAA has the ability to resolve the issue.

Dated: May 30, 2003

KIRKPATRICK & LOCKHART LLP

Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
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Attorneys for Plaintiff,

WEST PENN CARDIOLOGY ASSOCIATES, P.C.

VERIFICATION

I, Larry E. Hurwitz, M.D., President of plaintiff WPCA, state that I have read the foregoing Complaint and hereby verify that, as to those facts set forth of which I have personal knowledge, they are true and correct to the best of my knowledge, information and belief, and as to those facts set forth of which I do not have personal knowledge, I have been advised and therefore believe such facts to be true. This statement is made subject to the penalties of 18 Pa. C.S.A. 4904, relating to unsworn falsification to authorities.

Larry E. Hurwitz, M.D.

Dated: May 30, 2003

- continue to provide cardiology services to or at DRMC other than as employees of WPCA;
- b. that DRMC be required to compensate WPCA fully for any money damages suffered by WPCA as a result of DRMC's breach of its obligations under the Services Contract;
 - c. that DRMC be preliminarily and permanently enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;
 - d. that DRMC be preliminarily and permanently enjoined from leasing or otherwise providing or facilitating the provision of office and treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included within the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including but not limited to the office and treatment space currently occupied by WPCA;
 - e. that DRMC be preliminarily and permanently enjoined from directly or indirectly providing, guaranteeing, or otherwise facilitating Reese and

Ambrose obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts;

- f. that DRMC be preliminarily and permanently enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;
- g. that DRMC be preliminarily and permanently enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;
- h. that DRMC be preliminarily and permanently enjoined from reassigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;
- i. that DRMC be preliminarily and permanently enjoined from directly or indirectly employing or using the services of any cardiologist recruited by DRMC in violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself; and
- j. that this Court award any other monetary and/or equitable relief it deems just and proper.

COUNT II
WPCA v. DRMC and Graeca
Tortious Interference with Present Contract

63. WPCA incorporates paragraphs 1 – 62 as if fully restated herein.
64. Prior to April 13, 2003, WPCA had a valid employment contract with Ambrose that remained in effect until, at least, December 31, 2003.
65. WPCA has a valid employment contract with Reese that remains in effect until, at least, December 31, 2003.
66. DRMC and Graeca know Reese and Ambrose have valid employment contracts with WPCA.
67. Reese and Ambrose have informed WPCA that they will not serve out the remainder of their respective employment contracts with WPCA.
68. DRMC and Graeca intentionally encouraged, attempted to encourage or solicited Reese and Ambrose to not serve out the remainder of their respective employment contracts with WPCA by:
- a. negotiating with or entering into discussions with Reese and Ambrose, during the currency of the employment contracts and the Services Contract, regarding Reese and Ambrose leaving the employ of WPCA and commencing a relationship whereby Reese and Ambrose would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA;
 - b. agreeing to provide, guarantee, or otherwise facilitate Reese and Ambrose obtaining the \$750,000 required to “buy-out” the non-compete provisions of their respective employment contracts;

- c. recruiting a third cardiologist to work directly or indirectly with Reese and Ambrose in providing Professional Cardiac Catheterization Services previously provided by WPCA as a means of encouraging Reese and Ambrose to leave WPCA; and
- d. terminating WPCA's lease in order to lease or otherwise provide the same space to Reese and Ambrose to provide Professional Cardiac Catheterization Services.

69. Neither DRMC nor Graeca had a privilege to interfere with the employment contract relationships between WPCA and Reese and Ambrose.

70. DRMC and Graeca intended to harm WPCA by their actions.

71. DRMC and/or Graeca's interference in the contractual relationship with WPCA and Reese and Ambrose is improper.

72. As a result of DRMC and/or Graeca's interference in the contractual relationships between WPCA and Reese and WPCA and Ambrose, WPCA will suffer irreparable harm, including impending loss of business opportunity and severe disruption of established business relations that would be incalculable.

73. An injunction is necessary to prevent immediate and irreparable harm to WPCA that cannot be compensated adequately by damages.

74. Greater injury will occur to WPCA if an injunction is not granted prohibiting DRMC and Graeca from interfering with WPCA's contractual relations with Reese and Ambrose than if the injunction were to be granted.

75. An injunction will restore the parties to the status quo as it existed prior to DRMC's and Graeca's interference with Reese's and Ambrose's employment contracts with WPCA.

76. DRMC's and Graeca's conduct is manifestly in error, and an injunction is reasonably suited to abate the conduct.

77. WPCA's right to relief is clear based upon the facts.

78. WPCA has suffered and continues to suffer damages, including, but not limited to, WPCA's loss of ability to perform its obligations under the Services Contract and an impaired ability to perform the services for which WPCA was formed.

79. WHEREFORE, WPCA respectfully requests that this Court enter judgment in its favor and against DRMC and Graeca on Count II of the Complaint as follows:

- a. that DRMC and Graeca be preliminarily and permanently enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and Ambrose would continue to provide cardiology services to or at DRMC other than as employees of WPCA;
- b. that DRMC and Graeca be required to compensate WPCA fully for any money damages suffered by WPCA as a result of DRMC's breach of its obligations under the Services Contract;
- c. that DRMC and Graeca be preliminarily and permanently enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and

Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;

- d. that DRMC and Graeca be preliminarily and permanently enjoined from leasing or otherwise providing or facilitating the provision of office and treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included in the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including but not limited to the office and treatment space currently occupied by WPCA;
- e. that DRMC and Graeca be preliminarily and permanently enjoined from directly or indirectly providing, guaranteeing or otherwise facilitating Reese and Ambrose obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts;
- f. that DRMC and Graeca be preliminarily and permanently enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;
- g. that DRMC and Graeca be preliminarily and permanently enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is

22. WPCA and DRMC entered into a three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC ("Services Contract"). (A copy of the Services Contract is attached hereto as Exhibit C.)

23. Graeca signed the Services Contract on behalf of DRMC.

24. At the end of the initial three (3) year term, the Services Contract automatically renews for additional three (3) year terms unless either party provides written notice to the other party at least one hundred twenty (120) days prior to the expiration date of the Services Contract. Exh. C, § 16(a).

25. Under the Services Contract, DRMC agreed to provide the physical space, supplies, technical and support personnel, and equipment for use by WPCA physicians in performing the Professional Cardiac Catheterization Services. Exh. C, §§ 1-2.

26. In addition to the Services Contract, ever since WPCA began practicing in Dubois, DRMC has leased space to WPCA for its medical offices in DRMC's medical office building.

27. WPCA pays DRMC for use of a telephone number that is reached through DRMC's switchboard.

28. WPCA agreed to provide the Professional Cardiac Catheterization Services through the use of its employees, not through partners or agents of DRMC. Exh. C, § 13.

29. The Services Contract also states that Reese and Ambrose, the WPCA physicians who reside in DuBois, who provide the majority of the Professional Cardiac Catheterization Services at DRMC, are WPCA employees. Exh. C, § 2(b).

30. The Services Contract also provides as follows with respect to solicitation:

Recognizing the special nature of the relationship existing, or that will exist, between the WPCA Physicians and DRMC, and

recognizing that the recruiting and training of the WPCA Physicians are a costly and time-consuming endeavor, DRMC will not, without the specific written consent of WPCA, so long as this Agreement is in effect and for a period of two (2) years following the expiration or termination of this Agreement, directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship that exists between WPCA and WPCA's physicians, through offers of contracts for services to be rendered by such personnel or otherwise.

("non-solicitation provision"). Exh. C, § 21(b).

31. WPCA and DRMC agreed that a violation of the non-solicitation provision could result in the entry of an injunction or other equitable relief against DRMC. Exh. C, § 21(c).

32. WPCA agreed to make good faith efforts to recruit two additional physicians to serve in the DuBois area on a full-time basis, and DRMC agreed to provide WPCA with such recruitment assistance as may be reasonably necessary to recruit these physicians. Exh. C § 2(c) and § 17.

33. To fulfill their respective recruitment obligations under the Services Contract, DRMC and WPCA cooperated in recruitment efforts. A recruitment company retained by DRMC would forward the resumes of candidates to DRMC, which would forward the resumes to WPCA, which would then follow up as appropriate. In 2002, to facilitate the effort, WPCA also agreed to share DRMC's recruitment expenses.

34. Reese and Ambrose are the two (2) WPCA physicians who provide the majority of the Professional Cardiac Catheterization Services as DRMC.

35. Prior to 2003, WPCA, at its own expense, provided extensive and costly training to Reese and Ambrose in interventional cardiac catheterization services.

36. In mid 2002, Reese and Ambrose informed WPCA that they wanted to be relieved of the non-competition obligations of their respective employment contracts without paying the agreed upon dollar amount required under their Employment Contracts.

37. WPCA considered the requests by Reese and Ambrose but declined to grant the requests because of the importance of Reese and Ambrose to WPCA's practice and the unavailability of replacement physicians who had the extensive and costly training that WPCA had already provided to Reese and Ambrose.

38. In February of 2003, DRMC informed WPCA that DRMC would not renew the Services Contract, so that effective June 30, 2003, the Services Contract would terminate.

39. Up to this point in time, DRMC had not informed WPCA that DRMC was not satisfied with WPCA's performance of the Services Contract.

40. In fact, DRMC had been in discussions with WPCA regarding the extension of the Services Contract and a possible joint venture by WPCA and DRMC to open another catheterization laboratory.

41. At about the same time, Graeca, Reese, and Ambrose attempted to schedule meetings among themselves in which they sought to exclude representatives of WPCA. On information and belief, Reese and Ambrose did in fact meet with Graeca and/or other DRMC representatives without the knowledge or consent of WPCA.

42. On April 13, 2003, Reese and Ambrose gave WPCA separate written notices that they were leaving WPCA's employ in 90 days.

43. Reese and Ambrose also informed WPCA that they were going to "buy-out" the non-competition provisions of their respective employment contracts and intended to continue practicing cardiology in competition with WPCA in the DuBois area.

44. At about the same time, WPCA learned for the first time that DRMC had recruited a new cardiologist to DuBois.

45. On information and belief, Reese and Ambrose assisted DRMC's recruitment of the new cardiologist.

46. Subsequently, DRMC notified WPCA that after almost ten years of occupancy by WPCA, DRMC would not renew WPCA's lease in DRMC's medical office building and that DRMC and/or Graeca have agreed to lease the office and treatment space currently occupied by WPCA at DRMC to Reese and Ambrose after they leave WPCA's employ.

47. Reese's and Ambrose's entire practice in DuBois has been in WPCA's leased offices as WPCA employees.

48. The direct and intended effect of forcing WPCA off the DRMC campus so that Reese and Ambrose could occupy WPCA's offices would cause patients to reasonably believe that Reese and Ambrose had legitimately succeeded to WPCA's practice, when in fact they and DRMC are stealing it.

COUNT I
WPCA v. DRMC
Breach of Contract

49. WPCA incorporates paragraphs 1 – 48 as if fully restated herein.

50. A three (3) year, renewable Services Contract existed between WPCA and DRMC.

51. WPCA fully performed its obligations under the Services Contract to DRMC's satisfaction.

52. Upon information and belief, DRMC, by, through, and as directed by Graeca, breached the non-solicitation provision in the Services Contract by:

- a. negotiating with or entering into discussions with Reese and Ambrose, during the currency of the employment contracts and the Services Contract, regarding Reese and Ambrose leaving the employ of WPCA and commencing a relationship whereby Reese and Ambrose would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA;
- b. agreeing to provide, guarantee, or otherwise facilitate Reese and Ambrose obtaining the \$750,000 required to "buy-out" the non-competition provisions of their respective employment contracts;
- c. recruiting a third cardiologist to work directly or indirectly with Reese and Ambrose in providing Professional Cardiac Catheterization Services previously provided by WPCA as a means of encouraging Reese and Ambrose to leave WPCA's employ; and
- d. terminating WPCA's lease in order to lease or otherwise provide the same space to Reese and Ambrose.

53. DRMC, by, through, and as directed by Graeca, breached the recruitment provisions of the Services Contract by recruiting another cardiologist for full-time employment in DuBois, without WPCA's knowledge or consent.

54. WPCA's ability to perform Professional Cardiac Catheterization Services in the DuBois area will be seriously injured by DRMC's direct and/or indirect solicitation of Reese and Ambrose in breach of the non-solicitation provision of the Services Contract and DRMC's recruitment of a third cardiologist, in conjunction with Reese and Ambrose, to compete with WPCA in violation of its recruitment obligations under the Services Contract.

55. The Services Contract expressly provides for injunctive relief in the event DRMC breaches the non-solicitation provision.

56. As a direct result of DRMC and Graeca's breaches of the non-solicitation provision and recruitment obligations, WPCA will suffer irreparable harm, including impending loss of business opportunity and severe disruption of established business relations that would be incalculable.

57. An injunction is necessary to prevent immediate and irreparable harm to WPCA that cannot be compensated adequately by damages.

58. Greater injury will occur to WPCA if an injunction is not granted prohibiting DRMC from soliciting Reese and Ambrose, as well as other cardiologists, than if the injunction were to be granted.

59. An injunction will restore the parties to the status quo as it existed prior to DRMC's solicitation of Reese and Ambrose.

60. DRMC's conduct is manifestly in error and an injunction is reasonably suited to abate the conduct.

61. WPCA's right to relief is clear based upon the facts.

62. WHEREFORE, WPCA respectfully requests that this Court enter judgment in its favor and against DRMC on Count I of the Complaint as follows:

- a. that DRMC be preliminarily and permanently enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and Ambrose would

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-cd

COMPLAINT

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

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Pittsburgh, PA 15222

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Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

FILED

JUN 02 2003

William A. Shaw
Prothonotary

PARTIES

2. Plaintiff West Penn Cardiology Associates, P.C. ("WPCA") is a Pennsylvania professional corporation with its principal practices at 5140 Liberty Avenue, Pittsburgh, Pennsylvania 15224, Allegheny County and 145 Hospital Avenue, Suite 113, DuBois, Pennsylvania 15801, Clearfield County.

3. Defendant DuBois Regional Medical Center ("DRMC") is a Pennsylvania non-profit corporation located at 100 Hospital Avenue, DuBois, Pennsylvania 15801, in Clearfield County.

4. Defendant Raymond Graeca ("Graeca") is the President and Chief Executive Officer at DRMC and resides on Treasure Lake Road, DuBois, Pennsylvania 15801, in Clearfield County.

5. Defendant S. Scott Reese, M.D. ("Reese") is a physician who resides at 949 Treasure Lake Road, DuBois, Pennsylvania 15801, in Clearfield County.

6. Defendant Jayaseelan Ambrose, M.D. ("Ambrose") is a physician who resides at 1567 Treasure Lake Road, DuBois, Pennsylvania 15801, in Clearfield County.

JURISDICTION AND VENUE

7. This action arises under the laws of the Commonwealth of Pennsylvania and is within the subject matter of this Court pursuant to 42 Pa. Cons. Stat. § 931.

8. Venue is proper in this judicial district pursuant to Rules 1006 and 2179 of the Pennsylvania Rules of Civil Procedure, as the causes of action asserted herein arose, and/or a transaction or occurrence took place out of which the causes of action arose, in this county. Venue is also proper pursuant to the contract between WPCA and DRMC out of which this action arises.

BACKGROUND

9. WPCA is a Pennsylvania professional corporation consisting of cardiologists who provide cardiology services to hospitals and medical centers through a series of service contracts.

10. WPCA has employed Reese since 1995 pursuant to written employment agreements. Reese's present employment contract dates from February 1998. (A copy of Reese's current Employment Contract is attached as Exhibit A.)

11. In his Employment Contract, Reese agreed that while employed by WPCA and for a period of 24 months thereafter, he would not "(a) induce or attempt to induce any patient, person, firm, or corporation to cease, discontinue or fail to renew any relationship, agreement or arrangements with [WPCA], and (b) solicit, employ, divert or take away or attempt to employ any persons employed by [WPCA]." Exh. A at § 5(B).

12. Reese's employment contract provides for automatic annual renewal unless Reese gives at least 90 days written notice prior to December 31st of the current contract year. Exh. A. at § 1.

13. Reese's employment contract provides that while employed by WPCA and for a period of 24 months thereafter Reese will not compete with WPCA within a defined area; however, Reese would be allowed to compete with WPCA after leaving WPCA's employ upon paying WPCA five hundred thousand dollars (\$500,000), less any goodwill value as described in an Amended Restated Stock Transfer Restriction Agreement of February 1998, prior to commencing competition. Exh. A at § 5(A)(ii).

14. In addition to being an employee of WPCA, Reese has been a shareholder and member of the Board of Directors of WPCA since February 1998.

15. WPCA has employed Ambrose since 1997 pursuant to written employment agreements. Ambrose's present employment contract dates from November 1999. (A copy of Ambrose's Employment Contract is attached as Exhibit B.)

16. In his employment contract, Ambrose agreed that while employed by WPCA and for a period of 24 months thereafter, he would not "(a) induce or attempt to induce any patient, person, firm, or corporation to cease, discontinue or fail to renew any relationship, agreement or arrangements with [WPCA], and (b) solicit, employ, divert or take away or attempt to solicit, employ, divert or take away any person who, prior to the termination of this Agreement, was employed by [WPCA]." Exh. B. at § 5(C).

17. Ambrose's employment contract automatically renews each year; however, Ambrose can terminate the contract at any time after 90 days written notice. Exh. B. at § 1.

18. Ambrose's employment contract provides that while employed by WPCA and for a period of 24 months thereafter Ambrose will not compete with WPCA within a defined area; however, Ambrose can compete with WPCA after leaving WPCA's employ upon paying WPCA two hundred fifty thousand dollars (\$250,000) prior to commencing competition. Exh. B at § 5(A).

19. In addition to being an employee of WPCA, Ambrose also is a shareholder and member of the Board of Directors of WPCA.

20. From July 18, 2002 until April 2003, Ambrose was also Secretary of WPCA.

21. WPCA has been practicing at DRMC since 1994. Over the years, it has built a substantial thriving practice where essentially no practice existed before, to the great benefit of both the local community and DRMC itself.

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CD

NOTICE OF PRESENTATION

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire
Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

FILED

JUN 0 2 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

NOTICE OF PRESENTATION

TO: Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Deborah J. Robinson, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3463
Attorney for S. Scott Reese, M.D. & Jayaseelan Ambrose, M.D.

PLEASE TAKE NOTICE, that Plaintiff, West Penn Cardiology Associates, P.C, a Pennsylvania professional corporation (“WPCA”), will present the Motions listed below, being served upon you concurrently herewith, to the Motions Judge for the month of June, of the Court of Common Pleas of Clearfield County, Pennsylvania, on June 3, 2003 at 2:00 p.m. or as soon thereafter as is convenient with the Court:

1. Motion for Preliminary Injunction;
2. Motion for Prompt Hearing Date on Plaintiff's Motion for Preliminary Injunction;
3. Motion to Expedite Discovery; and
4. Motion for Order of Court Directing Preservation of Documents, Software and Things.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP

Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

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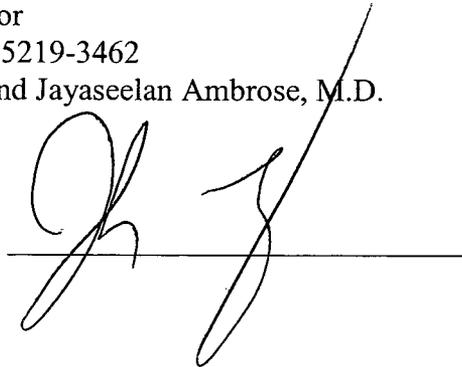
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF PRESENTATION** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



A handwritten signature in black ink, appearing to be 'MJR', is written over a horizontal line. The signature is stylized and cursive.

No
CC

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FDW

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CD

**AFFIDAVIT OF JOSEPH
LEIBOWICZ**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

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FILED

JUN 02 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

AFFIDAVIT OF JOSEPH LEIBOWICZ

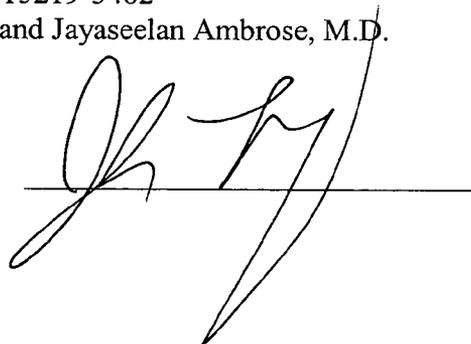
1. I, Joseph Leibowicz, Esquire, am counsel for West Penn Cardiology Associates, P.C., Plaintiff herein.
2. I am over the age of eighteen and understand the obligations of an oath.
3. On May 30, 2003, I called Defendants' counsel, Henry M. Casale, Esq., Horty Springer & Mattern, P.C., 4614 5th Avenue, Pittsburgh, PA 15213-3663, 412-687-7677, counsel for DuBois Regional Medical Center and Raymond Graeca; and Deborah J. Robinson, Esq., Houston & Harbaugh, Two Chatham Center, 12th Floor, Pittsburgh, PA 15219-3463, 412-288-2261, counsel for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.
4. I spoke to each of them personally and notified them that Plaintiff would file a Complaint and Motion for Preliminary Injunction in the Clearfield County Court of Common Pleas on June 2, 2003 and that the court had scheduled an initial status conference for Tuesday June 3, 2003, at 2:00 p.m., which they could attend in person or by telephone.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
AFFIDAVIT OF JOSEPH LEIBOWICZ is being served, via hand delivery, this 30th day of
May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center & Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to be "H. Casale", is written over a horizontal line. The signature is stylized and cursive.

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BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CP

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CD

**MOTION TO EXPEDITE
DISCOVERY**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

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FILED

JUN 02 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

MOTION TO EXPEDITE DISCOVERY

Plaintiff, West Penn Cardiology Associates, P.C. (“WPCA”), by and through its counsel, Kirkpatrick & Lockhart LLP, and Belin & Kubista, files the following Motion to Expedite Discovery directed to Defendants and in support thereof states the following:

1. Contemporaneously with serving the instant Motion, WPCA has filed and/or served the following pleadings:

- (a) Complaint in Equity;
- (b) Motion for Preliminary Injunction;
- (c) Motion for Order of Court Directing Preservation of Documents, Software, and Things; and

- (d) Motion for Prompt Hearing Date on Plaintiff's Motion for Preliminary Injunction.

2. As set forth in more detail in its Motion for Preliminary Injunction, WPCA is seeking relief similar to but not limited to the following:

- a. that Reese and Ambrose be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective contractual relationships with other cardiology physicians;
- b. that Reese and Ambrose be preliminarily enjoined from making offers of employment or employing WPCA's employees and from directly or indirectly interfering with WPCA's current or prospective relationships with its employees;
- c. that Reese and Ambrose be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective relationships with patients;
- d. that Reese and Ambrose be preliminarily enjoined from using WPCA's confidential information, including patient lists, patient files, and records for any purpose other than to the benefit of WPCA;
- e. that Reese and Ambrose be preliminarily enjoined from copying or accessing any of WPCA's patient files or lists of patient names, addresses or other demographic information or reconstructing such information from any source whatsoever, unless necessary for the on-going treatment of WPCA's patients while still under WPCA's care;
- f. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac

Catheterization Services at DRMC or at any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts;

- g. that DRMC, Graeca, Reese, and Ambrose be preliminarily enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and Ambrose would continue to provide cardiology services to or at DRMC other than as employees of WPCA;
- h. that DRMC and Graeca be preliminarily enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;
- i. that DRMC and Graeca be preliminarily enjoined from leasing or otherwise providing or facilitating the provision of office and treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included in the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including

but not limited to the office and treatment space currently occupied by WPCA;

- j. that DRMC and Graeca be preliminarily enjoined from directly or indirectly providing, guaranteeing or otherwise facilitating Reese and Ambrose obtaining funds to “buy-out” the non-competition provisions of their respective employment contracts;
- k. that DRMC and Graeca be preliminarily enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;
- l. that DRMC and Graeca be preliminarily enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;
- m. that DRMC and Graeca be preliminarily enjoined from assigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;
- n. that DRMC and Graeca be preliminarily enjoined from directly or indirectly employing or using the services of or guaranteeing the revenues, net income or salary of any cardiologist recruited by DRMC or Graeca in

violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself;

- o. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts;
- p. that Reese and Ambrose fully honor their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (Director, shareholder, and employee) with WPCA; and
- q. that Reese and Ambrose are required to honor fully their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (Director, shareholder, and employee) with WPCA.

3. Concurrently with the presentation of this Motion, WPCA is presenting and filing a Motion for Prompt Hearing Date on Plaintiff's Motion for Preliminary Injunction.

4. To fully and adequately prepare for a hearing on WPCA's Motion for Preliminary Injunction, it is necessary that certain discovery, by way of depositions, interrogatories, and requests for production of documents, be scheduled and completed before the date of such a hearing.

5. To complete this discovery prior to the preliminary injunction hearing, the time periods set forth in the Pennsylvania Rules of Civil Procedure must be shortened and expedited. (For the convenience of the Court, copies of Notices of Deposition for each Defendant are attached hereto as Exhibit A, copies of Interrogatories directed to each Defendant are attached

hereto as Exhibits B - D, and a copy of the First Request for Production of Documents directed to each Defendant are attached hereto as Exhibits E - G).

6. The information sought is reasonable in scope, is in the exclusive possession of Defendants, and cannot be ascertained without discovery.

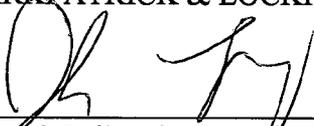
7. The imminence and severity of irreparable harm to WPCA and the interests of justice require that the time period for discovery be shortened and expedited by the Court.

WHEREFORE, WPCA respectfully requests this Court to enter an Order, substantially in the form attached hereto, granting WPCA's Motion to Expedite Discovery.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972

Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

ORDER OF COURT GRANTING EXPEDITED DISCOVERY

AND NOW, this ___ day of June, 2003, upon consideration of Plaintiff's Motion to Expedite Discovery, it is hereby ORDERED, ADJUDGED, and DECREED that said Motion is GRANTED.

It is further ORDERED that, on or before the ___ day of _____, 2003, Defendants shall respond to the First Request for Production of Documents directed to each Defendant in accordance with Pa. R. Civ. P. 4009.12, and shall produce the documents requested therein by delivering the same, or copies thereof, to Joseph Leibowicz, KIRKPATRICK & LOCKHART LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222.

It is further ORDERED that, on or before the ___ day of _____, 2003, Defendants shall each respond to the First Set of Interrogatories directed to each of them in accordance with Pa. R. Civ. P. 4005 and 4006, and shall deliver their verified response to Joseph Leibowicz, KIRKPATRICK & LOCKHART LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222.

It is further ORDERED that Defendants shall be available for each of their depositions, at a date and time to be mutually determined by counsel for the parties, but in no event later than seven (7) days before any preliminary injunction hearing.

BY THE COURT

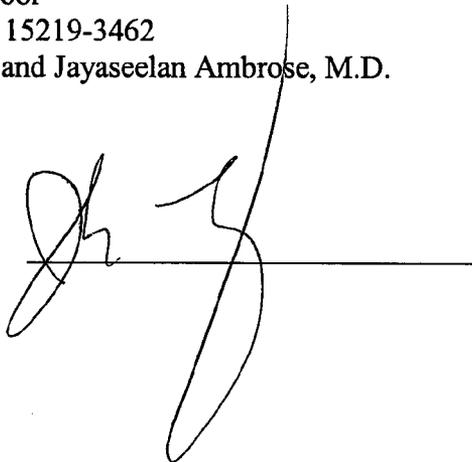
_____, J.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **MOTION TO EXPEDITE DISCOVERY** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
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Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.

Defendants.

No. _____

**NOTICE OF DEPOSITION
DIRECTED TO DuBOIS
REGIONAL MEDICAL CENTER**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

NOTICE OF DEPOSITION DIRECTED TO DuBOIS REGIONAL MEDICAL CENTER

TO: Henry M. Casale, Esq. Mary-Jo Rebelo, Esq.
Horty Springer & Mattern, P.C. Houston & Harbaugh
4614 5th Avenue Two Chatham Center, 12th Floor
Pittsburgh, PA 15213-3663 Pittsburgh, PA 15219-3462

PLEASE TAKE NOTICE that, pursuant to Rule 4007.1(e) of the Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of Defendant DuBois Regional Medical Center (“DRMC”), upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick & Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, at a time mutually agreeable to counsel for the parties, but in no event later than seven (7) days before the

preliminary injunction hearing, and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

DRMC is hereby directed to designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf. Said person or persons shall be qualified to testify as to matters known or reasonably available to DRMC regarding the subject matters described in Counts I, II, III, and IV of the Complaint, which also was filed today.

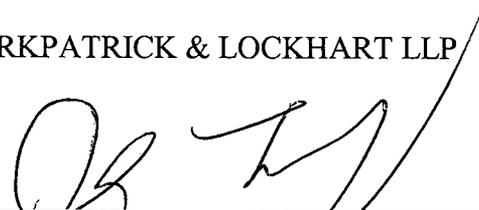
If more than one person is designated by DRMC to testify on its behalf, DRMC should notify counsel for WPCA at least seven (7) days in advance of the deposition of the matters regarding which each person designated shall testify.

All counsel are invited to attend and participate as is appropriate.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
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Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

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15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

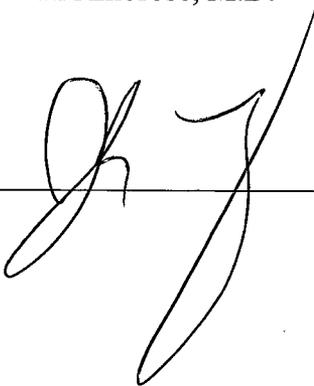
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO DuBOIS REGIONAL MEDICAL CENTER** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



A handwritten signature in black ink, appearing to be 'MJR', is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

**NOTICE OF DEPOSITION
DIRECTED TO RAYMOND
GRAECA**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

NOTICE OF DEPOSITION DIRECTED TO RAYMOND GRAECA

TO: Henry M. Casale, Esq. Mary-Jo Rebelo, Esq.
Horty Springer & Mattern, P.C. Houston & Harbaugh
4614 5th Avenue Two Chatham Center, 12th Floor
Pittsburgh, PA 15213-3663 Pittsburgh, PA 15219-3462

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of Defendant Raymond Graeca, upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick & Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, at a time mutually agreeable to counsel for the parties, but in no event later than seven (7) days before the preliminary injunction hearing, and will

continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP

Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO RAYMOND GRAECA** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



A handwritten signature in black ink, appearing to be "H. Casale", is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

**NOTICE OF DEPOSITION
DIRECTED TO S. SCOTT
REESE, M.D.**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

NOTICE OF DEPOSITION DIRECTED TO S. SCOTT REESE, M.D.

TO: Henry M. Casale, Esq. Mary-Jo Rebelo, Esq.
Horty Springer & Mattern, P.C. Houston & Harbaugh
4614 5th Avenue Two Chatham Center, 12th Floor
Pittsburgh, PA 15213-3663 Pittsburgh, PA 15219-3462

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of Defendant S. Scott Reese, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick & Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, at a time mutually agreeable to counsel for the parties, but in no event later than seven (7) days before the preliminary injunction hearing, and will

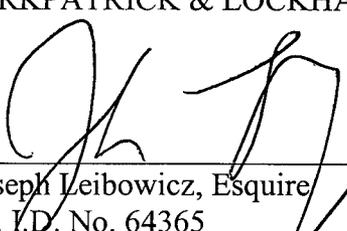
continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

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Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

Attorneys for Plaintiff,

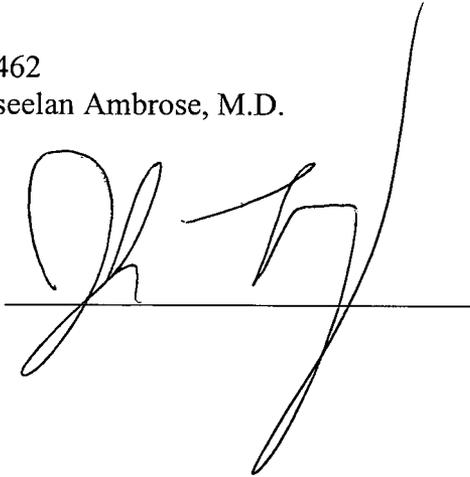
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO S. SCOTT REESE, M.D.** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Deborah J. Robinson, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



A handwritten signature in black ink, appearing to read 'H. Casale', is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No. _____

)
) **NOTICE OF DEPOSITION**
) **DIRECTED TO JAYASEELAN**
) **AMBROSE, M.D.**

) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

NOTICE OF DEPOSITION DIRECTED TO JAYASEELAN AMBROSE, M.D.

TO: Henry M. Casale, Esq. Mary-Jo Rebelo, Esq.
Horty Springer & Mattern, P.C. Houston & Harbaugh
4614 5th Avenue Two Chatham Center, 12th Floor
Pittsburgh, PA 15213-3663 Pittsburgh, PA 15219-3462

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of Defendant Jayaseelan Ambrose, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick & Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, at a time mutually agreeable to counsel for the parties, but in no event later than seven (7) days before the preliminary injunction hearing, and

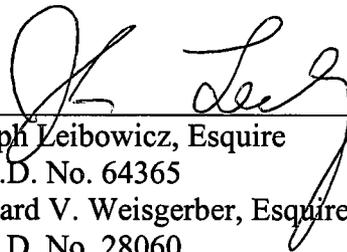
will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
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Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

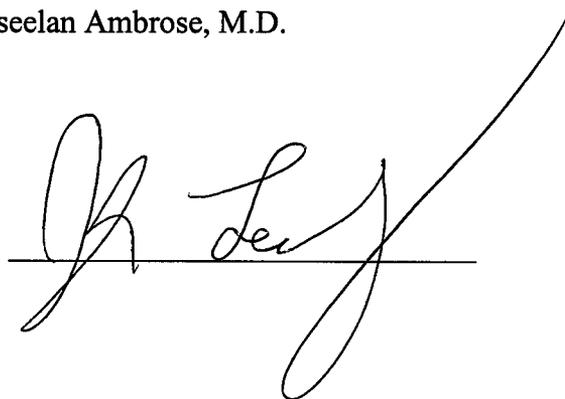
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO JAYASEELAN AMBROSE, M.D.** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

**FIRST SET OF
INTERROGATORIES
DIRECTED TO DEFENDANTS
DuBOIS REGIONAL MEDICAL
CENTER AND RAYMOND
GRAECA**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

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Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

4. Make your answers under oath, or under penalty of perjury pursuant to 10 Pa.C.S.A. Section 4904, and attach a verification.

5. Within thirty (30) days of service of this discovery, or otherwise as directed by Order of Court, send the original of the response you have prepared to Plaintiff's counsel whose name and address appear below:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

6. THESE INTERROGATORIES ARE CONTINUING. If at any time after service of your responses to the Interrogatories contained herein you become aware of other relevant information or that any of your answers or any portion of one of your answers was incorrect when made or correct when made, but no longer correct, promptly correct your answer in a supplemental response under oath or penalty of perjury as discussed above and immediately serve a copy of that supplemental response on Plaintiff's counsel as provided in Instruction #5 above. You need not file the document with the court, but should retain custody of a copy of any supplemental response you make.

7. Whenever in these Interrogatories you are asked to provide the name of a person, provide the person's title, if any, (i.e., Dr., Capt., etc.), his/her first name, middle initial, and last name.

8. When you are asked to provide the name of an entity or facility, provide the full name and address of the entity or facility.

9. When you are asked to provide a present address, provide the street address including any identifying apartment or street letters or numbers, the city or town, the state and the zip code. If the individual, entity, or facility has no street address, provide the appropriate mailing address, including the appropriate post office box number, etc. If any individual, entity, or facility for whom you have provided a street address also has a different mailing address, provide the same. If a person for whom you are providing an address is an inmate at a correctional facility, provide the name of the facility.

10. When you are asked to provide the address of a person and the person has passed away, provide the date on which the person passed away and his/her last known address.

11. If you are asked to provide a present address and you cannot ascertain such after reasonable inquiry, state the last known address and indicate that the last known address has been provided.

12. When you are asked to explain something, your response should describe in detail each relevant incident, occasion and occurrence.

13. When you are asked to describe in detail or to provide a detailed description of an occasion, incident, or occurrence, your description should include but should not necessarily be limited to the following information:

- a. all relevant times, dates, conditions, and exact locations;
- b. an identification of all relevant oral, written, or gesture communications;
- c. a detailed description of all other relevant event or conduct;
- d. the name and present address of each person who was involved and a description of how each person was involved; and
- e. the name and present address of each witness to the occasion, incident or occurrence of which you are aware.

14. When you are asked to identify a gesture communication or to provide an identification of a gesture communication provide:

- a. the date and time of the gesture;
- b. the specific location at which the gesture was made;
- c. the name of the person who made the gesture;
- d. a detailed description of the gesture, including the approximate length of time involved;
- e. the name of each person who witnessed by sight, sound, or otherwise, the making of the gesture, including any of the parties to this action; and
- f. the present address for each person, other than a party who witnessed the gesture.

15. When you are asked to identify an oral communication, or to provide identification of an oral communication, provide the following information:

- a. the date and time of the communication;
- b. the location at which the communication was made;

- c. the name and present address of the person who made the communication;
- d. the name and present address of the person to whom the communication was directed;
- e. the contents of the communication;
- f. the name of each person who witnessed by sight, sound, or otherwise, the making of the communication, including any of the parties in this action; and
- g. the present address of any person other than a party to who witnessed the communication.

16. When you are asked to identify written communication, or to provide identification of a written communication, provide the following information:

- a. the name and present address of each person who signed the communication;
- b. the name and address of each person to whom the communication was directed;
- c. the specific means by which the communication was relayed to whom each persons it was directed (i.e., personal, delivery, placement in institutional mail, placement in the United States mail);
- d. the date on which and the time at which the communication was relayed to each person to whom it was directed;
- e. the contents of each communication; and
- f. the names and present addresses of each person who has a copy of the original of the communication in his/her possession, custody, or control.

17. When you are asked to identify a document, or to provide an identification of a document, provide the following information:

- a. the name of the document;
- b. the date of the document;

- c. the subject matter of the information contained in the document;
- d. the name of each person or entity who has possession, custody, or control of the original or a copy of the document; and
- e. the address of each person (other than a party) or entity who has possession, custody, or control of the original or a copy of the document.

DEFINITIONS

In the following Requests For Production:

1. “WPCA” means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. “Identify” or “identity”, when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. “Statement” refers to any document containing assertions whether or not made under oath.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. “Description” or “to describe” or “describe” means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. “Person” means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. "Possession", "custody", or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. "Relates to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

INTERROGATORIES

1. Describe in detail all negotiations, discussions, contacts, or communications with Reese and Ambrose during the currency of the Employment Contracts and the Services Contract referring or relating to Reese and/or Ambrose leaving the employ of WPCA and commencing a relationship whereby Ambrose and/or Reese would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA, including but not limited to:

- a. the participants in all such communications;
- b. the dates of all such communications;
- c. the substance of all such communications; and
- d. whether any documents exist referring or relating to such communications.

ANSWER:

2. Describe in detail DRMC's and/or Graeca's efforts to recruit Ambrose or Reese to provide cardiac services in Clearfield County other than as employees of WPCA.

ANSWER:

3. Describe in detail your attempts to recruit additional cardiology physicians to the DuBois Regional Medical Center, WPCA's practice, or to the DuBois area in Clearfield County since January 2000.

ANSWER:

4. Describe in detail all attempts by Reese and/or Ambrose to locate or formulate an employment or other relationship with DRMC upon their leaving WPCA's employ.

ANSWER:

5. Describe in detail all plans, proposals, discussions, negotiations, or communications with Reese and/or Ambrose or any third-party or entity since January 2002 referring or relating to the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

6. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to Ambrose and/or Reese or any other non-WPCA physician occupying the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

7. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to the non-competition and non solicitation provisions contained in Section 5 of the Reese Employment Agreement and Section 5 of the Ambrose Employment Agreement.

ANSWER:

8. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to the non-solicitation provision contained in § 21(b) of the Services Contract.

ANSWER:

9. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to Ambrose's and/or Reese's purported termination of their Employment Agreements with WPCA.

ANSWER:

10. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to any formal or informal discussion, agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose and/or Reese concerning the funds required to “buy-out” the non-competition provisions of the Reese Employment Agreement and the Ambrose Employment Agreement, including but not limited to any discussion, agreement, understanding, or other arrangement for DRMC and/or Graeca to pay, loan, guarantee, or otherwise provide or facilitate the funds Reese and Ambrose need to “buy-out” the non-competition provisions of the Employment Agreements.

ANSWER:

11. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose, Reese and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or Ambrose and Reese.

ANSWER:

12. Explain all the reasons for DRMC's decision to terminate the Services Contract.

ANSWER:

13. Identify each and every person who was aware of and/or participated in DRMC's decision to terminate WPCA's lease at DRMC, including the nature and substance of each person's participation in the decision.

ANSWER:

14. Describe in detail any and all financial arrangements between or amongst DRMC, Graeca, and Ambrose or Reese from January 2002 to the present.

ANSWER:

15. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to the possibility of any non-physician WPCA employee leaving WPCA's employment, including but not limited to a non-physician employee's leaving WPCA's employment to work for DRMC, Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area.

ANSWER:

16. Describe in detail any communication with any WPCA patient in connection with cardiology treatment by Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area other than WPCA since January 2002.

ANSWER:

17. Describe in detail any effort by DRMC or Graeca to encourage Ambrose and/or Reese to leave WPCA's employment.

ANSWER:

18. Describe in detail any effort by Ambrose and/or Reese to encourage DRMC or Graeca to terminate the Service Contract or WPCA's lease.

ANSWER:

19. Describe in detail the recruitment of the additional cardiologist who is going to begin practicing in DuBois in 2003.

ANSWER:

20. Identify the cardiologist referred to in the previous interrogatory.

ANSWER:

21. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to terminate WPCA's Services Contract and/or lease.

ANSWER:

22. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to recruit Reese, Ambrose and/or any other cardiologist or to encourage Reese and/or Ambrose to leave WPCA's employ.

ANSWER:

23. Describe in detail the involvement or participation of DRMC's board of directors in the decision to terminate WPCA's Services Contract and lease.

ANSWER:

24. Describe in detail the involvement or participation of DRMC's board of directors in the decision to establish a direct or indirect relationship with Reese and/or Ambrose.

ANSWER:

25. Describe in detail any communications, discussions, negotiations, or contacts with Mr. William J. Polito, CEO and President of Brookville Hospital, or any other agent or employee of Brookville Hospital, referring or relating to the termination of the Services Contract, termination of WPCA's lease at DRMC, recruitment of additional cardiologists, Reese and/or Ambrose

leaving the employ of WPCA, or Reese and/or Ambrose's provision of Professional Cardiac Catheterization Services in Brookville after their leaving the employ of WPCA.

ANSWER:

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

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15 North Front Street

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Attorneys for Plaintiff,

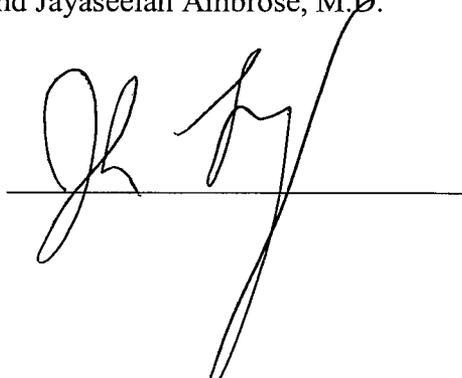
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST SET OF INTERROGATORIES DIRECTED TO DEFENDANTS DuBOIS REGIONAL MEDICAL CENTER AND RAYMOND GRAECA** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read 'Mary-Jo Rebelo', is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

**FIRST SET OF
INTERROGATORIES
DIRECTED TO DEFENDANT S.
SCOTT REESE, M.D.**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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Pa. I.D. No. 06805

Belin & Kubista

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Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**FIRST SET OF INTERROGATORIES DIRECTED
TO DEFENDANT S. SCOTT REESE, M.D.**

AND NOW COMES Plaintiff, West Penn Cardiology Associates, P.C., by and through its counsel, Kirkpatrick & Lockhart LLP, and hereby files this First Set of Interrogatories Directed to S. Scott Reese, M.D.

INSTRUCTIONS

1. you have been served with an original of this document. Prepare an original for your responses (in accordance with the instructions and definitions below) on the original of this document and any necessary supplemental sheets of paper. Make at least one copy of your responses (with any necessary supplemental sheets of paper) by photocopying.

2. Type or write legibly in the space following each Interrogatory your response thereto. (If the space provided an Interrogatory is insufficient to write your complete response, continue your response on a supplemental sheet or sheets of paper and make it clear to which Interrogatory the continued Interrogatory belongs.)

3. State each and all of your reasons for any objection you make in a response.

4. Make your answers under oath, or under penalty of perjury pursuant to 10 Pa.C.S.A. Section 4904, and attach a verification.

5. Within thirty (30) days of service of this discovery, or otherwise as directed by Order of Court, send the original of the response you have prepared to Plaintiff's counsel whose name and address appear below:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

6. THESE INTERROGATORIES ARE CONTINUING. If at any time after service of your responses to the Interrogatories contained herein you become aware of other relevant information or that any of your answers or any portion of one of your answers was incorrect when made or correct when made, but no longer correct, promptly correct your answer in a supplemental response under oath or penalty of perjury as discussed above and immediately serve a copy of that supplemental response on Plaintiff's counsel as provided in Instruction #5 above. you need not file the document with the court, but should retain custody of a copy of any supplemental response you make.

7. Whenever in these Interrogatories you are asked to provide the name of a person, provide the person's title, if any, (i.e., Dr., Capt., etc.), his/her first name, middle initial, and last name.

8. When you are asked to provide the name of an entity or facility, provide the full name and address of the entity or facility.

9. When you are asked to provide a present address, provide the street address including any identifying apartment or street letters or numbers, the city or town, the state and the zip code. If the individual, entity, or facility has no street address, provide the appropriate mailing address, including the appropriate post office box number, etc. If any individual, entity, or facility for whom you have provided a street address also has a different mailing address, provide the same. If a person for whom you are providing an address is an inmate at a correctional facility, provide the name of the facility.

10. When you are asked to provide the address of a person and the person has passed away, provide the date on which the person passed away and his/her last known address.

11. If you are asked to provide a present address and you cannot ascertain such after reasonable inquiry, state the last known address and indicate that the last known address has been provided.

12. When you are asked to explain something, your response should describe in detail each relevant incident, occasion and occurrence.

13. When you are asked to describe in detail or to provide a detailed description of an occasion, incident, or occurrence, your description should include but should not necessarily be limited to the following information:

- a. all relevant times, dates, conditions, and exact locations;
- b. an identification of all relevant oral, written, or gesture communications;
- c. a detailed description of all other relevant event or conduct;
- d. the name and present address of each person who was involved and a description of how each person was involved; and
- e. the name and present address of each witness to the occasion, incident or occurrence of which you are aware.

14. When you are asked to identify a gesture communication or to provide an identification of a gesture communication provide:

- a. the date and time of the gesture;
- b. the specific location at which the gesture was made;
- c. the name of the person who made the gesture;
- d. a detailed description of the gesture, including the approximate length of time involved;
- e. the name of each person who witnessed by sight, sound, or otherwise, the making of the gesture, including any of the parties to this action; and
- f. the present address for each person, other than a party who witnessed the gesture.

15. When you are asked to identify an oral communication, or to provide identification of an oral communication, provide the following information:

- a. the date and time of the communication;
- b. the location at which the communication was made;

- c. the name and present address of the person who made the communication;
- d. the name and present address of the person to whom the communication was directed;
- e. the contents of the communication;
- f. the name of each person who witnessed by sight, sound, or otherwise, the making of the communication, including any of the parties in this action; and
- g. the present address of any person other than a party to who witnessed the communication.

16. When you are asked to identify written communication, or to provide identification of a written communication, provide the following information:

- a. the name and present address of each person who signed the communication;
- b. the name and address of each person to whom the communication was directed;
- c. the specific means by which the communication was relayed to whom each persons it was directed (i.e., personal, delivery, placement in institutional mail, placement in the United States mail);
- d. the date on which and the time at which the communication was relayed to each person to whom it was directed;
- e. the contents of each communication; and
- f. the names and present addresses of each person who has a copy of the original of the communication in his/her possession, custody, or control.

17. When you are asked to identify a document, or to provide an identification of a document, provide the following information:

- a. the name of the document;
- b. the date of the document;

- c. the subject matter of the information contained in the document;
- d. the name of each person or entity who has possession, custody, or control of the original or a copy of the document; and
- e. the address of each person (other than a party) or entity who has possession, custody, or control of the original or a copy of the document.

DEFINITIONS

In the following Requests For Production:

1. “WPCA” means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” “you” or “your” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. “Identify” or “identity,” when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. “Statement” refers to any document containing assertions whether or not made under oath.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. “Description” or “to describe” or “describe” means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. “Person” means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. "Possession," "custody," or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. "Relates to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

INTERROGATORIES

1. Describe in detail all negotiations, discussions, contacts, or communications with Ambrose, DRMC, Graeca or any third party during the currency of the Employment Contracts and the Services Contract referring or relating to you and/or Ambrose leaving the employ of WPCA and commencing a relationship whereby Ambrose and/or you would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA, including but not limited to:

- a. the participants in all such communications;
- b. the dates of all such communications;
- c. the substance of all such communications; and
- d. whether any documents exist referring or relating to such communications.

ANSWER:

2. Describe in detail DRMC's and/or Graeca's efforts to recruit Ambrose or you to provide cardiac services in Clearfield County other than as employees of WPCA.

ANSWER:

3. Describe in detail your attempts to recruit additional cardiology physicians to the DuBois Regional Medical Center, WPCA's practice, or to the DuBois area in Clearfield County since January 2000.

ANSWER:

4. Describe in detail all attempts by you and/or Ambrose to locate or formulate an employment or other relationship with DRMC upon their leaving WPCA's employ.

ANSWER:

5. Describe in detail all plans, proposals, discussions, negotiations, or communications with Ambrose, DRMC, Graeca or any third-party or entity since January 2002 referring or relating to the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

6. Describe in detail all plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to Ambrose and/or you or any other non-WPCA physician occupying the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

7. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the non-competition and non solicitation provisions

contained in Section 5 of the your Employment Agreement and Section 5 of the Ambrose Employment Agreement.

ANSWER:

8. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the non-solicitation provision contained in § 21(b) of the Services Contract.

ANSWER:

9. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to Ambrose's and/or your purported termination of the Employment Agreements with WPCA.

ANSWER:

10. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to any formal or informal discussion, agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose and/or you concerning the funds required to “buy-out” the non-competition provisions of your Employment Agreement and the Ambrose Employment Agreement, including but not limited to any discussion, agreement, understanding, or other arrangement for DRMC and/or Graeca to pay, loan, guarantee, or otherwise provide or facilitate the funds you and Ambrose need to “buy-out” the non-competition provisions of the Employment Agreements.

ANSWER:

11. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose, you and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or Ambrose and you.

ANSWER:

12. Explain all the reasons for DRMC's decision to terminate the Services Contract.

ANSWER:

13. Identify each and every person who was aware of and/or participated in DRMC's decision to terminate WPCA's lease at DRMC, including the nature and substance of each person's participation in the decision.

ANSWER:

14. Describe in detail any and all financial arrangements between or amongst DRMC, Graeca, and Ambrose or you from January 2002 to the present.

ANSWER:

15. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the possibility of any non-physician WPCA employee leaving WPCA's employment, including but not limited to a non-physician employee's leaving WPCA's employment to work for DRMC, Ambrose, you, or any other cardiologist, cardiology program or practice in the DuBois area.

ANSWER:

16. Describe in detail any communication with any WPCA patient in connection with cardiology treatment by Ambrose, you, or any other cardiologist, cardiology program or practice in the DuBois area other than WPCA since January 2002.

ANSWER:

17. Describe in detail any effort by DRMC or Graeca to encourage Ambrose and/or you to leave WPCA's employment.

ANSWER:

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ANSWER:

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ANSWER:

20. Identify the cardiologist referred to in the previous interrogatory.

ANSWER:

21. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to terminate WPCA's Services Contract and/or lease.

ANSWER:

22. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to recruit you, Ambrose and/or any other cardiologist or to encourage you and/or Ambrose to leave WPCA's employ.

ANSWER:

23. Describe in detail the involvement or participation of DRMC's board of directors in the decision to terminate WPCA's Services Contract and lease.

ANSWER:

24. Describe in detail the involvement or participation of DRMC's board of directors in the decision to establish a direct or indirect relationship with you and/or Ambrose.

ANSWER:

25. Describe in detail any communications, discussions, negotiations, or contacts with Mr. William J. Polito, CEO and President of Brookville Hospital, or any other agent or employee of Brookville Hospital, referring or relating to the termination of the Services Contract, termination of WPCA's lease at DRMC, recruitment of additional cardiologists, you and/or Ambrose leaving

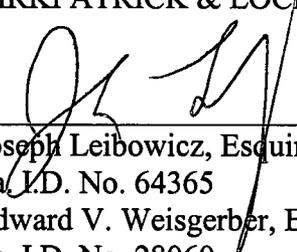
the employ of WPCA, or you and/or Ambrose's provision of Professional Cardiac Catheterization Services in Brookville after their leaving the employ of WPCA.

ANSWER:

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
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Tel: 814-765-8972
Fax: 814-765-9893

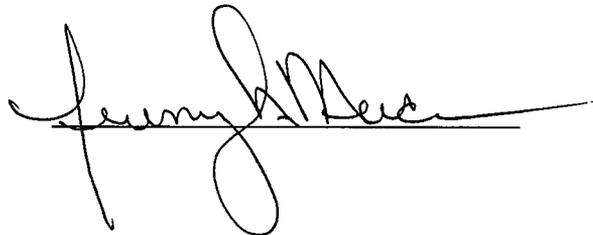
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST SET OF INTERROGATORIES DIRECTED TO DEFENDANT S. SCOTT REESE, M.D.** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Henry M. Casale", written over a horizontal line. The signature is fluid and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. _____

**FIRST SET OF
INTERROGATORIES
DIRECTED TO DEFENDANT
JAYASELLAN AMBROSE, M.D.**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

**FIRST SET OF INTERROGATORIES DIRECTED
TO DEFENDANT JAYASEELAN AMBROSE, M.D.**

AND NOW COMES Plaintiff, West Penn Cardiology Associates, P.C., by and through
its counsel, Kirkpatrick & Lockhart LLP, and hereby files this First Set of Interrogatories
Directed to Jayaseelan Ambrose, M.D.

INSTRUCTIONS

1. You have been served with an original of this document. Prepare an original for
your responses (in accordance with the instructions and definitions below) on the original of this
document and any necessary supplemental sheets of paper. Make at least one copy of your
responses (with any necessary supplemental sheets of paper) by photocopying.

2. Type or write legibly in the space following each Interrogatory your response
thereto. (If the space provided an Interrogatory is insufficient to write your complete response,
continue your response on a supplemental sheet or sheets of paper and make it clear to which
Interrogatory the continued Interrogatory belongs.)

3. State each and all of your reasons for any objection you make in a response.

4. Make your answers under oath, or under penalty of perjury pursuant to 10 Pa.C.S.A. Section 4904, and attach a verification.

5. Within thirty (30) days of service of this discovery, or otherwise as directed by Order of Court, send the original of the response you have prepared to Plaintiff's counsel whose name and address appear below:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

6. THESE INTERROGATORIES ARE CONTINUING. If at any time after service of your responses to the Interrogatories contained herein you become aware of other relevant information or that any of your answers or any portion of one of your answers was incorrect when made or correct when made, but no longer correct, promptly correct your answer in a supplemental response under oath or penalty of perjury as discussed above and immediately serve a copy of that supplemental response on Plaintiff's counsel as provided in Instruction #5 above. You need not file the document with the court, but should retain custody of a copy of any supplemental response you make.

7. Whenever in these Interrogatories you are asked to provide the name of a person, provide the person's title, if any, (i.e., Dr., Capt., etc.), his/her first name, middle initial, and last name.

8. When you are asked to provide the name of an entity or facility, provide the full name and address of the entity or facility.

9. When you are asked to provide a present address, provide the street address including any identifying apartment or street letters or numbers, the city or town, the state and the zip code. If the individual, entity, or facility has no street address, provide the appropriate mailing address, including the appropriate post office box number, etc. If any individual, entity, or facility for whom you have provided a street address also has a different mailing address, provide the same. If a person for whom you are providing an address is an inmate at a correctional facility, provide the name of the facility.

10. When you are asked to provide the address of a person and the person has passed away, provide the date on which the person passed away and his/her last known address.

11. If you are asked to provide a present address and you cannot ascertain such after reasonable inquiry, state the last known address and indicate that the last known address has been provided.

12. When you are asked to explain something, your response should describe in detail each relevant incident, occasion and occurrence.

13. When you are asked to describe in detail or to provide a detailed description of an occasion, incident, or occurrence, your description should include but should not necessarily be limited to the following information:

- a. all relevant times, dates, conditions, and exact locations;
- b. an identification of all relevant oral, written, or gesture communications;
- c. a detailed description of all other relevant event or conduct;
- d. the name and present address of each person who was involved and a description of how each person was involved; and
- e. the name and present address of each witness to the occasion, incident or occurrence of which you are aware.

14. When you are asked to identify a gesture communication or to provide an identification of a gesture communication provide:

- a. the date and time of the gesture;
- b. the specific location at which the gesture was made;
- c. the name of the person who made the gesture;
- d. a detailed description of the gesture, including the approximate length of time involved;
- e. the name of each person who witnessed by sight, sound, or otherwise, the making of the gesture, including any of the parties to this action; and
- f. the present address for each person, other than a party who witnessed the gesture.

15. When you are asked to identify an oral communication, or to provide identification of an oral communication, provide the following information:

- a. the date and time of the communication;
- b. the location at which the communication was made;

- c. the name and present address of the person who made the communication;
- d. the name and present address of the person to whom the communication was directed;
- e. the contents of the communication;
- f. the name of each person who witnessed by sight, sound, or otherwise, the making of the communication, including any of the parties in this action; and
- g. the present address of any person other than a party to who witnessed the communication.

16. When you are asked to identify written communication, or to provide identification of a written communication, provide the following information:

- a. the name and present address of each person who signed the communication;
- b. the name and address of each person to whom the communication was directed;
- c. the specific means by which the communication was relayed to whom each persons it was directed (i.e., personal, delivery, placement in institutional mail, placement in the United States mail);
- d. the date on which and the time at which the communication was relayed to each person to whom it was directed;
- e. the contents of each communication; and
- f. the names and present addresses of each person who has a copy of the original of the communication in his/her possession, custody, or control.

17. When you are asked to identify a document, or to provide an identification of a document, provide the following information:

- a. the name of the document;
- b. the date of the document;

- c. the subject matter of the information contained in the document;
- d. the name of each person or entity who has possession, custody, or control of the original or a copy of the document; and
- e. the address of each person (other than a party) or entity who has possession, custody, or control of the original or a copy of the document.

DEFINITIONS

In the following Requests For Production:

1. “WPCA” means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” “you,” or “your” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. "Identify" or "identity," when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. "Statement" refers to any document containing assertions whether or not made under oath.

13. "Date" means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. "Description" or "to describe" or "describe" means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. "Person" means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. "Possession," "custody," or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. "Relates to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

INTERROGATORIES

1. Describe in detail all negotiations, discussions, contacts, or communications with Reese, DRMC, Graeca or any third party during the currency of the Employment Contracts and the Services Contract referring or relating to Reese and/or you leaving the employ of WPCA and commencing a relationship whereby you and/or Reese would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA, including but not limited to:

- a. the participants in all such communications;
- b. the dates of all such communications;
- c. the substance of all such communications; and
- d. whether any documents exist referring or relating to such communications.

ANSWER:

2. Describe in detail DRMC's and/or Graeca's efforts to recruit you or Reese to provide cardiac services in Clearfield County other than as employees of WPCA.

ANSWER:

3. Describe in detail your attempts to recruit additional cardiology physicians to the DuBois Regional Medical Center, WPCA's practice, or to the DuBois area in Clearfield County since January 2000.

ANSWER:

4. Describe in detail all attempts by Reese and/or you to locate or formulate an employment or other relationship with DRMC upon leaving WPCA's employ.

ANSWER:

5. Describe in detail all plans, proposals, discussions, negotiations, or communications with Reese, DRMC, Graeca, or any third party since January 2002 referring or relating to the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

6. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to you and/or Reese or any other non-WPCA physician occupying the office and treatment space currently occupied by WPCA at DRMC.

ANSWER:

7. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the non-competition and non solicitation provisions contained in Section 5 of the Reese Employment Agreement and Section 5 of the your Employment Agreement.

ANSWER:

8. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the non-solicitation provision contained in § 21(b) of the Services Contract.

ANSWER:

9. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to your and/or Reese's purported termination of their Employment Agreements with WPCA.

ANSWER:

10. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to any formal or informal discussion, agreement, understanding, or other arrangement between or amongst DRMC, Graeca, you and/or Reese concerning the funds required to “buy-out” the non-competition provisions of the Reese Employment Agreement and the your Employment Agreement, including but not limited to any discussion, agreement, understanding, or other arrangement for DRMC and/or Graeca to pay, loan, guarantee, or otherwise provide or facilitate the funds Reese and you need to “buy-out” the non-competition provisions of the Employment Agreements.

ANSWER:

11. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, you, Reese and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or you and Reese.

ANSWER:

12. Explain all the reasons for DRMC's decision to terminate the Services Contract.

ANSWER:

13. Identify each and every person who was aware of and/or participated in DRMC's decision to terminate WPCA's lease at DRMC, including the nature and substance of each person's participation in the decision.

ANSWER:

14. Describe in detail any and all financial arrangements between or amongst DRMC, Graeca, and you or Reese from January 2002 to the present.

ANSWER:

15. Describe in detail all plans, proposals, discussions, negotiations, or communications since January 2002 referring or relating to the possibility of any non-physician WPCA employee leaving WPCA's employment, including but not limited to a non-physician employee's leaving WPCA's employment to work for DRMC, you, Reese, or any other cardiologist, cardiology program or practice in the DuBois area.

ANSWER:

16. Describe in detail any communication with any WPCA patient in connection with cardiology treatment by you, Reese, or any other cardiologist, cardiology program or practice in the DuBois area other than WPCA since January 2002.

ANSWER:

17. Describe in detail any effort by DRMC or Graeca to encourage you and/or Reese to leave WPCA's employment.

ANSWER:

18. Describe in detail any effort by you and/or Reese to encourage DRMC or Graeca to terminate the Service Contract or WPCA's lease.

ANSWER:

19. Describe in detail the recruitment of the additional cardiologist who is going to begin practicing in DuBois in 2003.

ANSWER:

20. Identify the cardiologist referred to in the previous interrogatory.

ANSWER:

21. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to terminate WPCA's Services Contract and/or lease.

ANSWER:

22. Describe in detail the involvement of DMI Transitions and/or any other consultant in the decision to recruit Reese, you and/or any other cardiologist or to encourage Reese and/or you to leave WPCA's employ.

ANSWER:

23. Describe in detail the involvement or participation of DRMC's board of directors in the decision to terminate WPCA's Services Contract and lease.

ANSWER:

24. Describe in detail the involvement or participation of DRMC's board of directors in the decision to establish a direct or indirect relationship with Reese and/or you.

ANSWER:

25. Describe in detail any communications, discussions, negotiations, or contacts with Mr. William J. Polito, CEO and President of Brookville Hospital, or any other agent or employee of Brookville Hospital, referring or relating to the termination of the Services Contract, termination of WPCA's lease at DRMC, recruitment of additional cardiologists, Reese and/or you leaving

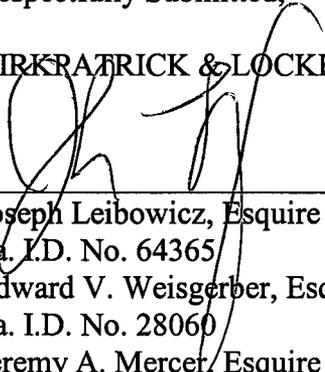
the employ of WPCA, or Reese and/or your provision of Professional Cardiac Catheterization Services in Brookville after their leaving the employ of WPCA.

ANSWER:

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercet, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
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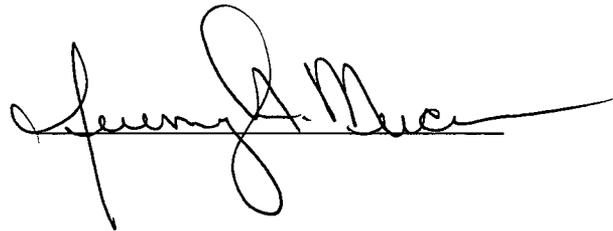
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST SET OF INTERROGATORIES DIRECTED TO DEFENDANT JAYASEELAN AMBROSE, M.D.** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Henry M. Casale", with a long horizontal flourish extending to the right.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.

Defendants.

No. _____

**FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANTS
DuBOIS REGIONAL MEDICAL
CENTER AND RAYMOND
GRAECA**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL CENTER)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D., and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO DuBOIS
REGIONAL MEDICAL CENTER AND RAYMOND GRAECA**

AND NOW COMES Plaintiff, West Penn Cardiology Associates, P.C., by and through its counsel, Kirkpatrick & Lockhart LLP, and Belin & Kubista, and hereby files this First Request for Production of Documents Directed to defendants DuBois Regional Medical Center and Raymond Graeca.

DEFINITIONS

In the following Requests For Production:

1. "WPCA" means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. “Identify” or “identity”, when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and

the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. “Statement” refers to any document containing assertions whether or not made under oath.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. “Description” or “to describe” or “describe” means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. “Person” means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. “Possession”, “custody”, or “control” includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. “Relates to” means supports, evidences, describes, mentions, refers to, contradicts or compromises.

These Requests For Production of Documents are continuing. If you discover, create, or come into possession of any documents responsive to these Requests For Production after your

initial production, you are obligated to produce those documents without further request therefore from WPCA.

If you object to any production request or section thereof, you are requested to fully respond to those production requests or sections thereof not objected to within the time period allotted by the Pennsylvania Rules of Civil Procedure. If any document is not produced because of a claim or privilege, then indicate that some or all of the responsive documents are being withheld from such response because of a claim of privilege and explain fully which such privilege is being claimed and how and why such privilege applies to the requested document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce DRMC's charter, by-laws, articles of incorporation, or other documents creating DRMC.

REQUEST FOR PRODUCTION NO. 2: Please produce all documents referring or relating to all negotiations, discussions, contacts, or communications with Reese and Ambrose during the currency of the Employment Contracts and the Services Contract referring or relating to Reese and/or Ambrose leaving the employ of WPCA and commencing a relationship whereby Ambrose and/or Reese would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA.

REQUEST FOR PRODUCTION NO. 3: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose and/or Reese providing cardiac services in Clearfield County other than as employees of WPCA from January 2000 to the present.

REQUEST FOR PRODUCTION NO. 4: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose, Reese, or any non-WPCA physician providing cardiac services in Clearfield County other than as employees of WPCA on or after June 30, 2003.

REQUEST FOR PRODUCTION NO. 5: Please produce all documents referring or relating to DRMC's and/or Graeca's efforts to recruit Ambrose or Reese to provide cardiac services in Clearfield County other than as employees of WPCA.

REQUEST FOR PRODUCTION NO. 6: Please produce all documents, including but not limited to resumes, curriculum vitas, travel and/or lodging reimbursements, and recruiter services contracts, relating to attempts or efforts by DRMC, Graeca, Reese, and/or Ambrose to recruit additional cardiology physicians to the DuBois Regional Medical Center, WPCA's practice in Clearfield County, or the general DuBois area since January 2000.

REQUEST FOR PRODUCTION NO. 7: Please produce all documents referring or relating to attempts by Reese and Ambrose to locate or formulate an employment or other relationship with DRMC upon their leaving WPCA's employ.

REQUEST FOR PRODUCTION NO. 8: Please produce all documents referring or relating to plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to the office and treatment space currently occupied by WPCA at DRMC.

REQUEST FOR PRODUCTION NO. 9: Please produce all documents referring or relating to plans, proposals, discussions, negotiations, or communications with anyone since January 2002

referring or relating to Ambrose and/or Reese or any other non-WPCA physician occupying the office and treatment space currently occupied by WPCA at DRMC.

REQUEST FOR PRODUCTION NO. 10: Please produce all documents referring or relating to the non-competition and non solicitation provisions contained in Section 5 of the Reese Employment Agreement and Section 5 of the Ambrose Employment Agreement.

REQUEST FOR PRODUCTION NO. 11: Please produce all documents referring or relating to the non-solicitation provision contained in § 21(b) of the Services Contract.

REQUEST FOR PRODUCTION NO. 12: Please produce all documents referring or relating to Ambrose and Reese's purported termination of their Employment Agreements with WPCA.

REQUEST FOR PRODUCTION NO. 13: Please produce all documents referring or relating to any formal or informal discussion, agreement, understanding, or other arrangement between or

amongst DRMC, Graeca, Ambrose and/or Reese concerning the funds required to “buy-out” the non-competition provisions of the Reese Employment Agreement and the Ambrose Employment Agreement, including but not limited to any discussion, agreement, understanding, or other arrangement for DRMC and/or Graeca to pay, loan, guarantee, or otherwise provide or facilitate the funds Reese and Ambrose need to “buy-out” the non-competition provisions of the Employment Agreements.

REQUEST FOR PRODUCTION NO. 14: Please produce all documents referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose, Reese and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or Ambrose and Reese.

REQUEST FOR PRODUCTION NO. 15: Please produce all documents referring or relating to DRMC’s decision to terminate the Services Contract.

REQUEST FOR PRODUCTION NO. 16: Please produce all documents referring or relating to DRMC's decision to terminate WPCA's lease at DRMC.

REQUEST FOR PRODUCTION NO. 17: Please produce all documents referring or relating to any and all financial arrangements between or amongst DRMC, Graeca, and Ambrose or Reese from January 2002 to the present.

REQUEST FOR PRODUCTION NO. 18: Please produce all documents referring or relating to the possibility of any non-physician WPCA employee leaving WPCA's employment, including but not limited to a non-physician employee's leaving WPCA's employment to work for DRMC, Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area.

REQUEST FOR PRODUCTION NO. 19: Please produce all documents referring or relating to any communication with any WPCA patient in connection with cardiology treatment by Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area other than WPCA.

REQUEST FOR PRODUCTION NO. 20: Please produce all documents referring or relating to any effort by DRMC or Graeca to encourage Ambrose and/or Reese to leave WPCA's employment.

REQUEST FOR PRODUCTION NO. 21: Please produce all documents referring or relating to any effort by Ambrose and/or Reese to encourage DRMC or Graeca to terminate the Service Contract or WPCA's lease.

REQUEST FOR PRODUCTION NO. 22: Please produce all documents referring or relating to the recruitment of the additional cardiologist who is going to begin practicing in Dubois in 2003.

REQUEST FOR PRODUCTION NO. 23: Please produce all documents referring or relating to the involvement of DMI Transitions and/or any other consultant in the decision to terminate WPCA's Services Contract and/or lease.

REQUEST FOR PRODUCTION NO. 24: Please produce all documents referring or relating to the involvement of DMI Transitions and/or any other consultant in the decision to recruit Reese, Ambrose and/or any other cardiologist or to encourage Reese and/or Ambrose to leave WPCA's employ.

REQUEST FOR PRODUCTION NO. 25: Please produce all documents referring or relating to a proposed joint venture between DRMC and WPCA to open a new catheterization laboratory in the period from mid-2002 to the present.

REQUEST FOR PRODUCTION NO. 26: Please produce all documents referring or relating to the involvement or participation of DRMC's board of directors in the decision to terminate WPCA's Services Contract and lease including but not limited to all meeting minutes,

resolutions, authorizations, notes, reports, correspondence, email and other documents in any form whatsoever.

REQUEST FOR PRODUCTION NO. 27: Please produce all documents referring or relating to the involvement or participation of DRMC's board of directors in the decision to establish a direct or indirect relationship with Reese and Ambrose, including but not limited to all meeting minutes, resolutions, authorizations, notes, reports, correspondence, email, and other documents in any form whatsoever.

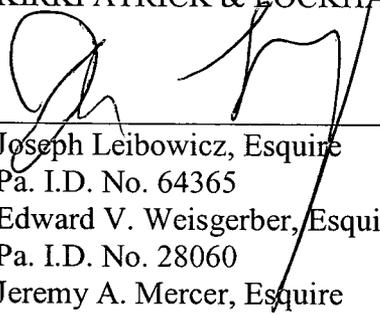
REQUEST FOR PRODUCTION NO. 28: Please produce all documents from January 2002 until the present referring or relating to any communications, discussions, negotiations, or contacts with Mr. William J. Polito, CEO and President of Brookville Hospital, or any other agent or employee of Brookville Hospital, referring or relating to the termination of the Services Contract, termination of WPCA's lease at DRMC, recruitment of additional cardiologists, Reese and/or Ambrose leaving the employ of WPCA, or Reese and/or Ambrose's provision of Professional Cardiac Catheterization Services in Brookville after their leaving the employ of WPCA.

REQUEST FOR PRODUCTION NO. 29: Please produce all documents referring or relating to your answers to the Interrogatories propounded to all Defendants concurrently with these Requests For Production.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

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Carl A. Belin, Jr., Esquire
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15 North Front Street
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Fax: 814-765-9893

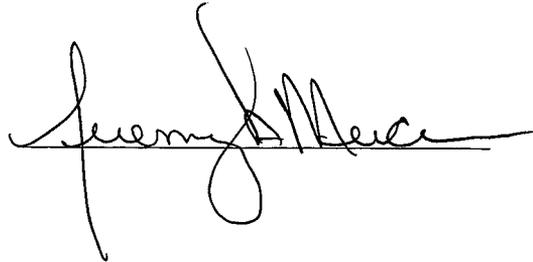
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO DEFENDANTS DuBOIS REGIONAL MEDICAL CENTER AND RAYMOND GRAECA** is being served, via **hand delivery**, this 30th day of May 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Henry M. Casale", written over a horizontal line.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.

Defendants.

No. _____

**FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO S. SCOTT REESE,
M.D.**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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Belin & Kubista

15 North Front Street

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Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL CENTER)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D., and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**FIRST REQUEST FOR PRODUCTION OF
DOCUMENTS DIRECTED TO S. SCOTT REESE, M.D.**

AND NOW COMES Plaintiff, West Penn Cardiology Associates, P.C., by and through its counsel, Kirkpatrick & Lockhart LLP, and Belin & Kubista, and hereby files this First Request for Production of Documents Directed to defendants DuBois Regional Medical Center and Raymond Graeca.

DEFINITIONS

In the following Requests For Production:

1. “WPCA” means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. “Identify” or “identity”, when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and

the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. “Statement” refers to any document containing assertions whether or not made under oath.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. “Description” or “to describe” or “describe” means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. “Person” means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. “Possession”, “custody”, or “control” includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. “Relates to” means supports, evidences, describes, mentions, refers to, contradicts or compromises.

These Requests For Production of Documents are continuing. If you discover, create, or come into possession of any documents responsive to these Requests For Production after your

initial production, you are obligated to produce those documents without further request therefore from WPCA.

If you object to any production request or section thereof, you are requested to fully respond to those production requests or sections thereof not objected to within the time period allotted by the Pennsylvania Rules of Civil Procedure. If any document is not produced because of a claim or privilege, then indicate that some or all of the responsive documents are being withheld from such response because of a claim of privilege and explain fully which such privilege is being claimed and how and why such privilege applies to the requested document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce all documents referring or relating to all negotiations, discussions, contacts, or communications with Reese and/or Ambrose during the currency of the Employment Contracts and the Services Contract referring or relating to Reese and/or Ambrose leaving the employ of WPCA and commencing a relationship whereby Ambrose and/or Reese would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA.

REQUEST FOR PRODUCTION NO. 2: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose and/or Reese providing cardiac services in Clearfield County other than as employees of WPCA from January 2000 to the present.

REQUEST FOR PRODUCTION NO. 3: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose, Reese, or any non-WPCA physician providing cardiac services in Clearfield County other than as employees of WPCA on or after June 30, 2003.

REQUEST FOR PRODUCTION NO. 4: Please produce all documents referring or relating to DRMC's and/or Graeca's efforts to recruit Ambrose or Reese to provide cardiac services in Clearfield County other than as employees of WPCA.

REQUEST FOR PRODUCTION NO. 5: Please produce all documents, including but not limited to resumes, curriculum vitas, travel and/or lodging reimbursements, and recruiter services contracts, relating to attempts or efforts by DRMC, Graeca, Reese, and/or Ambrose to recruit additional cardiology physicians to the DuBois Regional Medical Center, WPCA's practice in Clearfield County, or the general DuBois area, since January 2000.

REQUEST FOR PRODUCTION NO. 6: Please produce all documents referring or relating to attempts by Reese and Ambrose to locate or formulate an employment or other relationship with DRMC upon their leaving WPCA's employ.

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REQUEST FOR PRODUCTION NO. 11: Please produce all documents referring or relating to Ambrose and Reese's purported termination of their Employment Agreements with WPCA.

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REQUEST FOR PRODUCTION NO. 13: Please produce all documents referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose, Reese and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or Ambrose and Reese.

REQUEST FOR PRODUCTION NO. 14: Please produce all documents referring or relating to DRMC’s decision to terminate the Services Contract.

REQUEST FOR PRODUCTION NO. 15: Please produce all documents referring or relating to DRMC’s decision to terminate WPCA’s lease at DRMC.

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REQUEST FOR PRODUCTION NO. 24: Please produce all documents referring or relating to a proposed joint venture between DRMC and WPCA to open a new catheterization laboratory in the period from mid-2002 to the present.

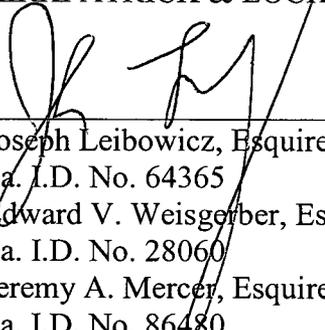
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REQUEST FOR PRODUCTION NO. 26: Please produce all documents referring or relating to your answers to the Interrogatories propounded to all Defendants concurrently with these Requests For Production.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

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Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO S. SCOTT REESE, M.D.** is being served, via **hand delivery**, this 30th day of May 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center & Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462

Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to be 'MJR', is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.

Defendants.

No. _____

**FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO JAYASEELAN
AMBROSE, M.D.**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

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2. “DuBois Regional Medical Center” or “DRMC” means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.

3. “Graeca” means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. “Reese” means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. “Ambrose” means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. “Services Contract” means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC. (A copy of the Services Contract is attached as Exhibit C to the Complaint in Equity in this case.)

7. “Reese Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D. dated February 1, 1998, and any renewals or extensions thereof. (A copy of the Reese Employment Agreement is attached as Exhibit A to the Complaint in Equity in this case.)

8. “Ambrose Employment Agreement” means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D. dated November 1, 1999, and any renewals or extensions thereof. (A copy of the Ambrose Employment Agreement is attached as Exhibit B to the Complaint in Equity in this case.)

9. “Employment Agreements” means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. “Document” means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

11. “Identify” or “identity”, when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and

the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

12. “Statement” refers to any document containing assertions whether or not made under oath.

13. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

14. “Description” or “to describe” or “describe” means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

15. “Person” means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

16. “Possession”, “custody”, or “control” includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

17. “Relates to” means supports, evidences, describes, mentions, refers to, contradicts or compromises.

These Requests For Production of Documents are continuing. If you discover, create, or come into possession of any documents responsive to these Requests For Production after your

initial production, you are obligated to produce those documents without further request therefore from WPCA.

If you object to any production request or section thereof, you are requested to fully respond to those production requests or sections thereof not objected to within the time period allotted by the Pennsylvania Rules of Civil Procedure. If any document is not produced because of a claim or privilege, then indicate that some or all of the responsive documents are being withheld from such response because of a claim of privilege and explain fully which such privilege is being claimed and how and why such privilege applies to the requested document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS

REQUEST FOR PRODUCTION NO. 1: Please produce all documents referring or relating to all negotiations, discussions, contacts, or communications with Reese and Ambrose during the currency of the Employment Contracts and the Services Contract referring or relating to Reese and/or Ambrose leaving the employ of WPCA and commencing a relationship whereby Ambrose and/or Reese would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA.

REQUEST FOR PRODUCTION NO. 2: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose and/or Reese providing cardiac services in Clearfield County other than as employees of WPCA from January 2000 to the present.

REQUEST FOR PRODUCTION NO. 3: Please produce all documents, including but not limited to diaries, journals, desk calendars, notes, and minutes, relating to meetings, conferences, or discussions between and/or amongst DRMC, Graeca, Ambrose, and Reese referring or relating to Ambrose, Reese, or any non-WPCA physician providing cardiac services in Clearfield County other than as employees of WPCA on or after June 30, 2003.

REQUEST FOR PRODUCTION NO. 4: Please produce all documents referring or relating to DRMC's and/or Graeca's efforts to recruit Ambrose or Reese to provide cardiac services in Clearfield County other than as employees of WPCA.

REQUEST FOR PRODUCTION NO. 5: Please produce all documents, including but not limited to resumes, curriculum vitas, travel and/or lodging reimbursements, and recruiter services contracts, relating to attempts or efforts by DRMC, Graeca, Reese, and/or Ambrose to recruit additional cardiology physicians to the DuBois Regional Medical Center or WPCA's practice in Clearfield County, or the general DuBois area since January 2000.

REQUEST FOR PRODUCTION NO. 6: Please produce all documents referring or relating to attempts by Reese and Ambrose to locate or formulate an employment or other relationship with DRMC upon their leaving WPCA's employ.

REQUEST FOR PRODUCTION NO. 7: Please produce all documents referring or relating to plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to the office and treatment space currently occupied by WPCA at DRMC.

REQUEST FOR PRODUCTION NO. 8: Please produce all documents referring or relating to plans, proposals, discussions, negotiations, or communications with anyone since January 2002 referring or relating to Ambrose and/or Reese or any other non-WPCA physician occupying the office and treatment space currently occupied by WPCA at DRMC.

REQUEST FOR PRODUCTION NO. 9: Please produce all documents referring or relating to the non-competition and non solicitation provisions contained in Section 5 of the Reese Employment Agreement and Section 5 of the Ambrose Employment Agreement.

REQUEST FOR PRODUCTION NO. 10: Please produce all documents referring or relating to the non-solicitation provision contained in § 21(b) of the Services Contract.

REQUEST FOR PRODUCTION NO. 11: Please produce all documents referring or relating to Ambrose and Reese's purported termination of their Employment Agreements with WPCA.

REQUEST FOR PRODUCTION NO. 12: Please produce all documents referring or relating to any formal or informal discussion, agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose and/or Reese concerning the funds required to "buy-out" the non-competition provisions of the Reese Employment Agreement and the Ambrose Employment Agreement, including but not limited to any discussion, agreement, understanding, or other arrangement for DRMC and/or Graeca to pay, loan, guarantee, or otherwise provide or facilitate

the funds Reese and Ambrose need to “buy-out” the non-competition provisions of the Employment Agreements.

REQUEST FOR PRODUCTION NO. 13: Please produce all documents referring or relating to any formal or informal agreement, understanding, or other arrangement between or amongst DRMC, Graeca, Ambrose, Reese and/or any third party referring or relating to DRMC’s and/or Graeca’s directly or indirectly indemnifying, reimbursing, or providing payment for legal fees, costs, damage awards, and any other costs or fees arising from or relating to any litigation, action, arbitration, hearing, or proceeding between WPCA and/or Ambrose and Reese.

REQUEST FOR PRODUCTION NO. 14: Please produce all documents referring or relating to DRMC’s decision to terminate the Services Contract.

REQUEST FOR PRODUCTION NO. 15: Please produce all documents referring or relating to DRMC’s decision to terminate WPCA’s lease at DRMC.

REQUEST FOR PRODUCTION NO. 16: Please produce all documents referring or relating to any or all financial arrangements between or amongst DRMC, Graeca, and Ambrose or Reese from January 2002 to the present.

REQUEST FOR PRODUCTION NO. 17: Please produce all documents referring or relating to the possibility of any non-physician WPCA employee leaving WPCA's employment, including but not limited to a non-physician employee's leaving WPCA's employment to work for DRMC, Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area.

REQUEST FOR PRODUCTION NO. 18: Please produce all documents referring or relating to any communication with any WPCA patient in connection with cardiology treatment by Ambrose, Reese, or any other cardiologist, cardiology program or practice in the DuBois area other than WPCA.

REQUEST FOR PRODUCTION NO. 19: Please produce all documents referring or relating to any effort by DRMC or Graeca to encourage Ambrose and/or Reese to leave WPCA's employment.

REQUEST FOR PRODUCTION NO. 20: Please produce all documents referring or relating to any effort by Ambrose and/or Reese to encourage DRMC or Graeca to terminate the Service Contract or WPCA's lease.

REQUEST FOR PRODUCTION NO. 21: Please produce all documents referring or relating to the recruitment of the additional cardiologist who is going to begin practicing in Dubois in 2003.

REQUEST FOR PRODUCTION NO. 22: Please produce all documents referring or relating to the involvement of DMI Transitions and/or any other consultant in the decision to terminate WPCA's Services Contract and/or lease.

REQUEST FOR PRODUCTION NO. 23: Please produce all documents referring or relating to the involvement of DMI Transitions and/or any other consultant in the decision to recruit Reese, Ambrose and/or any other cardiologist or to encourage Reese and/or Ambrose to leave WPCA's employ.

REQUEST FOR PRODUCTION NO. 24: Please produce all documents referring or relating to a proposed joint venture between DRMC and WPCA to open a new catheterization laboratory in the period from mid-2002 to the present.

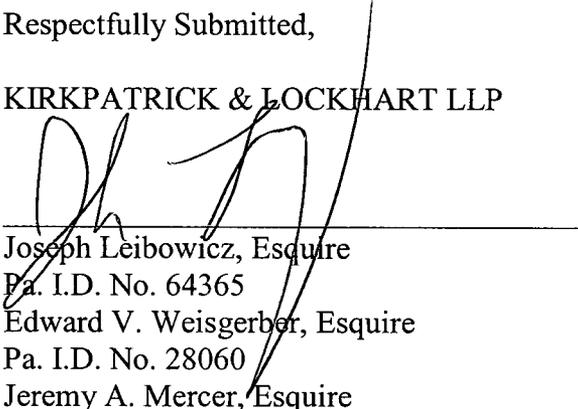
REQUEST FOR PRODUCTION NO. 25: Please produce all documents from January 2002 until the present referring or relating to any communications, discussions, negotiations, or contacts with Mr. William J. Polito, CEO and President of Brookville Hospital, or any other agent or employee of Brookville Hospital, referring or relating to the termination of the Services Contract, termination of WPCA's lease at DRMC, recruitment of additional cardiologists, Reese and/or Ambrose leaving the employ of WPCA, or Reese and/or Ambrose's provision of Professional Cardiac Catheterization Services in Brookville after their leaving the employ of WPCA.

REQUEST FOR PRODUCTION NO. 26: Please produce all documents referring or relating to your answers to the Interrogatories propounded to all Defendants concurrently with these Requests For Production.

Dated May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
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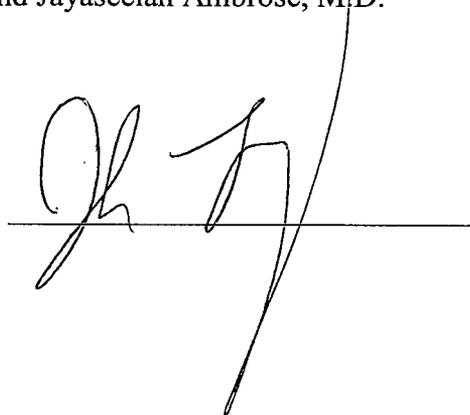
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **FIRST REQUEST FOR PRODUCTION OF DOCUMENTS DIRECTED TO JAYASEELAN AMBROSE, M.D.** is being served, via **hand delivery**, this 30th day of May 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to be "MJ Rebelo", is written over a horizontal line. The signature is stylized and cursive.

NO
CC
013:09-184

10/12/12

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CD

**MOTION FOR PROMPT HEARING
DATE ON PLAINTIFF'S MOTION
FOR PRELIMINARY INJUNCTION**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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FILED

JUN 02 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**MOTION FOR PROMPT HEARING DATE ON PLAINTIFF'S
MOTION FOR PRELIMINARY INJUNCTION**

Plaintiff, West Penn Cardiology Associates, P.C. (“WPCA”), by and through its attorneys, Kirkpatrick & Lockhart LLP, and Belin & Kubista, files the following Motion for Prompt Hearing Date on Plaintiff’s Motion for Preliminary Injunction and in support thereof states the following:

1. On this date, WPCA is filing a Complaint in Equity (the “Complaint”) and Motion for Preliminary Injunction (the “Motion”), along with supporting documentation, materials, and motions, one of which includes a Motion for Expedited Discovery.

2. The Complaint and Motion aver, *inter alia*, that the named individual Defendants have violated contractual covenants not to solicit employees of WPCA, violated contractual covenants not to compete, and/or breached a fiduciary duty/duty of loyalty owed to WPCA.

3. The Complaint and Motion for Preliminary Injunction aver, *inter alia*, that WPCA has and will continue to suffer irreparable harm, is without an adequate remedy at law, and is likely to succeed on the merits, further avers that, upon balancing the conveniences and possible injuries to the parties, the equities favor WPCA.

4. Defendants have engaged and continue to engage in conduct which WPCA believes to be in breach of the Services Contract between WPCA and DRMC as well as the employment agreement contracts between Reese and Ambrose and WPCA and the restrictive covenants/non-solicitation provisions contained therein and in contravention of Defendants' fiduciary duty/duty of loyalty to WPCA.

5. When WPCA first learned of Defendants' potential breaches of the Services Contracts, employment contracts, and duties of loyalty/fiduciary duties, prior to instituting any form of legal action, WPCA requested that the Defendants cease their breaches of the services contracts and fiduciary duties/duties of loyalty.

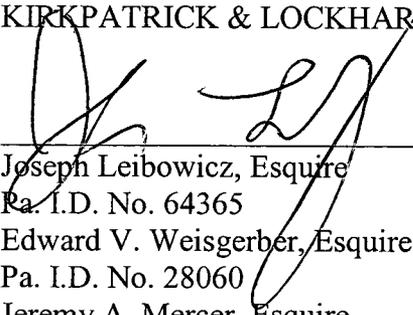
6. Defendants refused WPCA's requests, leaving WPCA with no recourse but to institute legal action.

WHEREFORE, Plaintiff prays that the Court set a hearing date on Plaintiff's Motion for Preliminary Injunction as soon as practicable and convenient for the Court.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
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Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

ORDER OF COURT

AND NOW, to wit, this ____ day of June, 2003, upon consideration of the Motion for Prompt Hearing Date on Plaintiff's Motion for Preliminary Injunction, it is hereby ORDERED, ADJUDGED and DEGREED that a hearing will be held on the Plaintiff's Motion for Preliminary Injunction on the ____ day of _____, 2003, at ____ .m. before _____.

BY THE COURT,

J.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **MOTION FOR PROMPT HEARING DATE ON PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "H. Casale", is written over a horizontal line. The signature is stylized and cursive.

NO
CC

10/3/10

PAW

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CPA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CA

**MOTION FOR ORDER OF COURT
DIRECTING PRESERVATION OF
DOCUMENTS, SOFTWARE AND
THINGS**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

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Fax: 814-765-9893

FILED

JUN 02 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. _____
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**MOTION FOR ORDER OF COURT DIRECTING
PRESERVATION OF DOCUMENTS, SOFTWARE, AND THINGS**

Plaintiff, West Penn Cardiology Associates, P.C. (“WPCA”), by and through its counsel, Kirkpatrick & Lockhart LLP, and Belin & Kubista, files the following Motion for Order of Court Directing Preservation of Documents, Software, and Things directed to Defendants and in support thereof, states the following:

1. WPCA seeks injunctive relief from this Court in the form set forth in WPCA’s Motion for Preliminary Injunction and its Complaint, both of which are being filed contemporaneously with this Motion.

2. Concurrently with the presentation of the within Motion, WPCA has filed and presented its Motion to Expedite Discovery. Attached to that Motion are the First Request for Production of Documents Directed to Defendants DuBois Regional Medical Center and Raymond Graeca, First Request for Production of Documents Directed to S. Scott Reese, M.D., First Request for Production of Documents Directed to Jayaseelan Ambrose, M.D., Interrogatories Directed To Defendants DuBois Regional Medical Center and Raymond Graeca, Interrogatories Director To Defendant S. Scott Reese, M.D., Interrogatories Directed To Defendant Jayaseelan Ambrose, M.D., and Notices of Deposition directed to each of the named Defendants.

3. Certain of the information sought by WPCA is of a nature such that the information is easily destroyed and, in some cases, may be unintentionally destroyed.

4. For WPCA to prepare adequately for the hearing in this matter, it is important that the Court enter an Order directing that all relevant information be preserved for the purposes of discovery and the hearing.

5. Defendants will not be harmed by such an Order; however, WPCA will be substantially and irreparably harmed by denial of the request to maintain evidence intact.

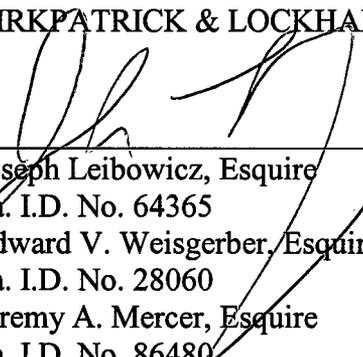
WHEREFORE, WPCA requests that the Court enter an Order, substantially in the form of the Order attached hereto, directing Defendants, and all other persons or entities within their control or supervisions, and all other persons or entities acting in concert with them or on their behalf or participating with them, to preserve, maintain, and protect in their present state from destruction, modification, or alteration, each and any of the documents, software, and things described by the First Request for Production of Documents or that may otherwise be

relevant to this action which are in their possession, custody, or control, pending the completion of this action or until further Order of Court.

Dated: May 30, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

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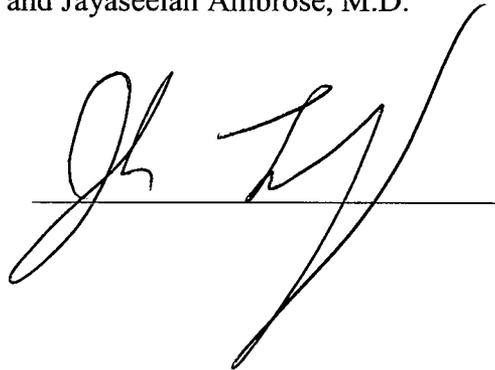
Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **MOTION FOR ORDER OF COURT DIRECTING PRESERVATION OF DOCUMENTS, SOFTWARE AND THINGS** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



A handwritten signature in black ink, appearing to be 'Mary-Jo Rebelo', is written over a horizontal line. The signature is stylized and cursive.

No CC

013-10-804

12/9/83

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,

RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 03-805-CD

**MOTION FOR PRELIMINARY
INJUNCTION**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

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FILED

JUN 02 2003

William A. Shaw
Prothonotary

Pennsylvania 15801, Clearfield County. At all times relevant hereto, WPCA provided and continues to provide professional cardiac catheterization services to patients at DuBois Regional Medical Center (“DRMC”).

3. Raymond A. Graeca (“Graeca”) is the President and Chief Executive Officer of DRMC.

4. Effective July 1, 2000, WPCA entered into a three year, renewable contract with DRMC that provided WPCA the exclusive right to perform Professional Cardiac Catheterization Services at DRMC. Graeca signed the Services Contract on behalf of DRMC.

5. S. Scott Reese, M.D. (“Reese”) and Jayaseelan Ambrose, M.D. (“Ambrose”) are cardiologists employed by WPCA to perform the majority of the Professional Cardiac Catheterization Services under the Services Contract with DRMC. Reese and Ambrose also are Directors and shareholders of WPCA.

6. The Services Contract between WPCA and DRMC expressly provides, regarding solicitation:

Recognizing the special nature of the relationship existing, or that will exist, between the WPCA Physicians and DRMC, and recognizing that the recruiting and training of the WPCA Physicians are a costly and time-consuming endeavor, DRMC will not, without the specific written consent of WPCA, so long as this Agreement is in effect and for a period of two (2) years following the expiration or termination of this Agreement, directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship that exists between WPCA and WPCA’s physicians, through offers of contracts for services to be rendered by such personnel or otherwise.

(“non-solicitation provision”). See Complaint ¶ 30 & Exh. C, § 21(b).

7. The services contract contemplates and expressly recognizes that any breach by DRMC of the non-solicitation provision would leave WPCA without an adequate remedy at law. *See* Complaint, ¶ 31 & Exh. C, § 21(c).

8. Specifically, the services contract between WPCA and DRMC provides that, in addition to other possible remedies, “each party agrees that injunctive or other equitable relief shall be available to enforce this covenant.” *See* Complaint Exh. C, § 21(c).

9. Further WPCA and DRMC recognize the “costly and time-consuming nature of the training that WPCA must provide to its physicians to enable those physicians to perform the Professional Cardiac Catheterization Services contemplated by the Services Contract. *See* Complaint Exh. C, § 21(b).

10. Beginning in late 2002 or early 2003, despite the non-solicitation provision in the services contract, upon information and belief, DRMC acting through, by, and on-behalf of Graeca, has attempted to interfere with the employment relationship between WPCA and Reese and Ambrose by:

- a. negotiating with or entering into discussions with Reese and Ambrose, during the currency of the employment contracts and the Services Contract, regarding Reese and Ambrose leaving the employ of WPCA and commencing a relationship whereby Reese and Ambrose would provide DRMC with Professional Cardiac Catheterization Services previously provided by WPCA;
- b. agreeing to provide, guarantee, or otherwise facilitate Reese and Ambrose obtaining the \$750,000 required to “buy-out” the non-competition provisions of their respective employment contracts;

- c. recruiting a third cardiologist to work directly or indirectly with Reese and Ambrose in providing Professional Cardiac Catheterization Services previously provided by WPCA as a means of encouraging Reese and Ambrose to leave WPCA's employ; and
- d. terminating WPCA's lease in order to lease or otherwise provide the same space to Reese and Ambrose.

11. Further, despite the fact that Reese and Ambrose are Directors, shareholders, and employees of WPCA, upon information and belief, Reese and Ambrose attempted to and succeeded in having DRMC not renew the services contract with WPCA.

12. Additionally, DRMC, Graeca, Reese, and Ambrose, upon information and belief, individually and/or collectively have intentionally interfered with prospective contractual relationships between WPCA and other cardiology physicians in the DuBois area.

13. Upon information and belief, DRMC, Graeca, Reese, and Ambrose have breached duties, whether imposed by contract or by law, they each owe to WPCA.

14. As Directors, shareholders, and employees of WPCA, Reese and Ambrose owe a fiduciary duty/duty of loyalty to WPCA that requires Reese and Ambrose to act in the best interests of WPCA and WPCA's patients.

15. DRMC, by the express terms of a contract signed on its behalf by Graeca, is prohibited from soliciting WPCA physician employees during the currency of the Services Contract and for a period of two (2) years following the termination of the Services Contract.

16. Defendants have left WPCA with no choice but to seek injunctive relief from this Court.

Request for Preliminary Injunction

17. WPCA's rights under the Services Contract with DRMC and under Pennsylvania law are clear; WPCA is likely to prevail on the merits of its Complaint.

18. Unless restrained by this Court, Defendants' actions will cause immediate and irreparable harm to WPCA.

19. WPCA has no adequate remedy at law, as the harm being caused by Defendants' on-going conduct cannot be compensated by monetary damages alone.

20. Defendants will not be harmed or prejudiced by the relief requested in this Motion.

21. Third parties will not be harmed or prejudiced by the relief requested in this Motion.

22. Greater injury will be done by denying the requested injunctive relief than by granting it.

23. This requested injunctive relief will preserve the status quo.

24. WHEREFORE, WPCA respectfully requests that this Court enter an Order, substantially in the form attached hereto, against Defendants and everyone acting in concert with Defendants as follows:

- a. that Reese and Ambrose be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective contractual relationships with other cardiology physicians;
- b. that Reese and Ambrose be preliminarily enjoined from making offers of employment or employing WPCA's employees and from directly or

indirectly interfering with WPCA's current or prospective relationships with its employees;

- c. that Reese and Ambrose be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective relationships with patients;
- d. that Reese and Ambrose be preliminarily enjoined from using WPCA's confidential information, including patient lists, patient files, and records for any purpose other than to the benefit of WPCA;
- e. that Reese and Ambrose be preliminarily enjoined from copying or accessing any of WPCA's patient files or lists of patient names, addresses or other demographic information or reconstructing such information from any source whatsoever, unless necessary for the on-going treatment of WPCA's patients while still under WPCA's care;
- f. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or at any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts;
- g. that DRMC, Graeca, Reese, and Ambrose be preliminarily enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and

Ambrose would continue to provide cardiology services to or at DRMC other than as employees of WPCA;

- h. that DRMC and Graeca be preliminarily enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;
- i. that DRMC and Graeca be preliminarily enjoined from leasing or otherwise providing or facilitating the provision of office and treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included in the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including but not limited to the office and treatment space currently occupied by WPCA;
- j. that DRMC and Graeca be preliminarily enjoined from directly or indirectly providing, guaranteeing or otherwise facilitating Reese and Ambrose obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts;
- k. that DRMC and Graeca be preliminarily enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of

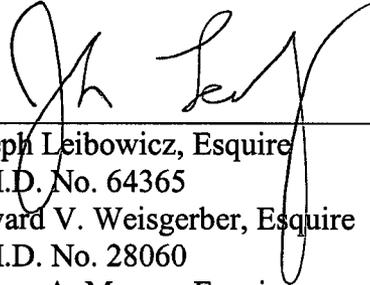
Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;

- l. that DRMC and Graeca be preliminarily enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;
- m. that DRMC and Graeca be preliminarily enjoined from assigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;
- n. that DRMC and Graeca be preliminarily enjoined from directly or indirectly employing or using the services of or guaranteeing the revenues, net income or salary of any cardiologist recruited by DRMC or Graeca in violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself;
- o. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts; and

- p. that Reese and Ambrose fully honor their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (Director, shareholder, and employee) with WPCA.

Dated: May 30, 2003

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
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Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
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Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,

WEST PENN CARDIOLOGY ASSOCIATES, P.C.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY) No. _____
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

PRELIMINARY INJUNCTION AND ORDER

AND NOW, to wit, this ____ day of _____, 2003 upon consideration of Plaintiff West Penn Cardiology Associate, P.C.'s ("WPCA") Motion for Preliminary Injunction pursuant to Pa.R.Civ.P. 1531, it is hereby ORDERED:

- a. that defendant S. Scott Reese, M.D. ("Reese") and defendant Jayaseelan Ambrose ("Ambrose") be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective contractual relationships with other cardiology physicians;
- b. that Reese and Ambrose be preliminarily enjoined from making offers of employment or employing WPCA's employees and from directly or indirectly interfering with WPCA's current or prospective relationships with its employees;

- c. that Reese and Ambrose be preliminarily enjoined from directly or indirectly interfering with WPCA's current or prospective relationships with patients;
- d. that Reese and Ambrose be preliminarily enjoined from using WPCA's confidential information, including patient lists, patient files, and records for any purpose other than to the benefit of WPCA;
- e. that Reese and Ambrose be preliminarily enjoined from copying or accessing any of WPCA's patient files or lists of patient names, addresses or other demographic information or reconstructing such information from any source whatsoever, unless necessary for the on-going treatment of WPCA's patients while still under WPCA's care;
- f. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DuBois Regional Medical Center ("DRMC") or at any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts;
- g. that DRMC, Raymond Graeca ("Graeca"), Reese, and Ambrose be preliminarily enjoined from directly or indirectly employing or entering into any relationship, including the continued exercise of medical staff privileges generally, and/or cardiac catheterization services specifically, whereby Reese and Ambrose would continue to provide cardiology services to or at DRMC other than as employees of WPCA;

- h. that DRMC and Graeca be preliminarily enjoined from, directly or indirectly, through any manner or means, impairing or initiating any attempt to impair the relationship that exists between WPCA and Reese and Ambrose, through offers of contracts for services to be rendered or otherwise for a period of two years from the termination of the Services Contract, and extending this period by the amount of time DRMC is found to have been in breach of the non-solicitation provision of the Services Contract;
- i. that DRMC and Graeca be preliminarily enjoined from leasing or otherwise providing or facilitating the provision of office and treatment space to Reese and Ambrose, directly or indirectly, at DRMC or in any place that would be reasonably included in the scope of Reese's and Ambrose's respective non-competition agreements with WPCA, including but not limited to the office and treatment space currently occupied by WPCA;
- j. that DRMC and Graeca be preliminarily enjoined from directly or indirectly providing, guaranteeing or otherwise facilitating Reese and Ambrose obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts;
- k. that DRMC and Graeca be preliminarily enjoined from funding, indemnifying, or otherwise paying legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself;

- l. that DRMC and Graeca be preliminarily enjoined from evicting WPCA from the office and treatment space WPCA currently occupies at DRMC during the pendency of this action or until WPCA is able to effectively, efficiently, and safely transition its patients to the care of appropriately trained and qualified cardiac catheterization physicians at DRMC or elsewhere, whichever is later;
- m. that DRMC and Graeca be preliminarily enjoined from assigning the telephone numbers currently used by WPCA to any other cardiac physicians, including Reese and Ambrose;
- n. that DRMC and Graeca be preliminarily enjoined from directly or indirectly employing or using the services of or guaranteeing the revenues, net income or salary of any cardiologist recruited by DRMC or Graeca in violation of the recruitment provisions of the Services Contract unless that physician is employed by WPCA itself;
- o. that Reese and Ambrose, except as employees of WPCA, be preliminarily enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or any location that would be reasonably included in the scope of the non-competition provisions of their respective employment contracts; and
- p. that Reese and Ambrose fully honor their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (Director, shareholder, and employee) with WPCA.

FURTHER ORDERED that Defendants Reese and Ambrose are required to honor fully their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (Director, shareholder, and employee) with WPCA.

FURTHER ORDERED that this Order remains in full force and effect until final adjudication of the Complaint on its merits or until further order of Court.

By the Court,

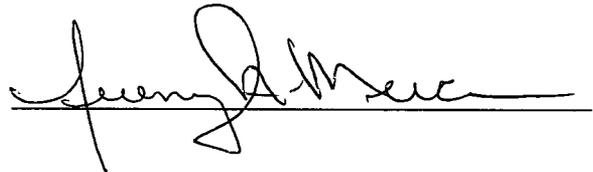
_____ J.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **MOTION FOR PRELIMINARY INJUNCTION** is being served, via hand delivery, this 30th day of May, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Henry M. Casale", is written over a horizontal line.

Handwritten notes: "Nb cc", "0131081", and "230 12/23/83".

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

Handwritten initials: "CA".

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.

Defendants.

No. 2003-00805 CA

**DEFENDANTS S. SCOTT REESE,
M.D.'S AND JAYASEELAN
AMBROSE'S. ACCEPTANCE OF
SERVICE**

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

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Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

FILED

JUN 03 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

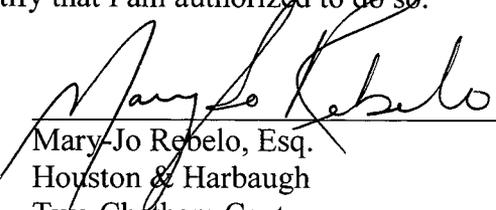
Defendants.

No. _____

ACCEPTANCE OF SERVICE

I accept service of the Complaint on behalf of defendants S. Scott Reese, M.D. and
Jayaseelan Ambrose, M.D. and certify that I am authorized to do so.

June 2, 2003
(Date)



Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219

- d. Defendant may proceed with depositions of Plaintiff and its representatives after July 16, 2003.
 - e. Reasonable accommodation will be given to vacation schedules of parties and counsel provided that notice of the same is given on or before June 11, 2003.
3. Reese and Ambrose will continue to be employed by WPCA, practice cardiology at DRMC solely as WPCA employees, and be paid, from June 1, 2003 through August 31, 2003, a minimum draw of \$5,000 per month and will be paid all distributions or payments to which they are legally entitled in the same manner as similarly situated shareholders of WPCA .
 4. Reese and Ambrose will maintain their medical staff appointments and continue to exercise their clinical privileges in cardiology at DRMC as WPCA employees.
 5. Reese and Ambrose will not interfere with WPCA's current or prospective contractual relationships with other cardiology physicians or with patients.
 6. Dr. Ahn will not practice cardiology at DRMC or in the DuBois area until entry of an order on Plaintiff's Motion for a Preliminary Injunction or until August 31, 2003, whichever first occurs.
 7. WPCA will not provide coverage for non-WPCA physicians, nor may non-WPCA physicians provide coverage for WPCA or treat WPCA's patients other than in an emergency or when specifically requested by a patient.
 8. DRMC, Graeca, Reese, and Ambrose will not make offers of employment to or employ WPCA's employees or interfere with WPCA's current or prospective relationships with its employees.

9. Reese and Ambrose will not use WPCA's confidential information, including patient lists, patient files, and records for any purpose other than to the benefit of WPCA.

10. Reese and Ambrose will not copy or access any of WPCA's patient files or lists of patient names, addresses or other demographic information or reconstruct such information from any source whatsoever, unless necessary for the on-going treatment of WPCA's patients while still under WPCA's care.

11. DRMC and/or Graeca will not directly or indirectly, through any manner or means, impair or initiate any attempt to impair the relationship that exists between WPCA and any of WPCA's physicians, including but not limited to Reese and Ambrose, through offers of contracts for services to be rendered by such personnel or otherwise.

12. DRMC and/or Graeca will not pay, guarantee or act as surety for Reese and Ambrose with respect to, or otherwise provide for, their obtaining funds to "buy-out" the non-competition provisions of their respective employment contracts.

13. In the event Reese and/or Ambrose elects to compete with WPCA during the Period of Restriction as defined in their respective employment contracts, Reese and Ambrose will promptly pay WPCA the funds required to "buy-out" the non-competition provisions of their respective employment contracts once their resignations become effective.

14. DRMC and/or Graeca will not fund, indemnify, or otherwise pay legal fees or costs to or on behalf of Reese and Ambrose in connection with any litigation, arbitration, or proceedings between WPCA, Reese and Ambrose and/or DRMC itself. The forgoing shall not prohibit DRMC from paying its own defense costs or those of Graeca

15. WPCA, solely, shall continue to occupy the office and treatment space that it currently occupies at DRMC and use the same telephone numbers it currently uses at DRMC.

16. Although Reese and Ambrose tendered their resignations as employees and shareholders of WPCA on April 14, 2003, Reese and Ambrose shall remain WPCA employees as set forth herein until the entry of an order on Plaintiff's Motion for a Preliminary Injunction or until August 31, 2003, whichever is earlier. Notwithstanding the foregoing, Reese and Ambrose have resigned as Directors of WPCA effective April 14, 2003, and those resignations as Directors remain in full force and effect. Nothing in this paragraph shall impair, prejudice, waive or in any way affect any claims WPCA may have against Reese or Ambrose in connection with their employment contracts, including but not limited to the claim that Reese may not lawfully terminate his employment agreement with WPCA prior to December 31, 2003. Similarly, nothing in this paragraph shall impair, prejudice, waive or in any way affect any claims Reese and/or Ambrose may have against WPCA in connection with their employment and/or their employment contracts.

17. Reese and Ambrose will fully honor their fiduciary duty/duty of loyalty owed to WPCA by virtue of their positions (shareholder and employee) with WPCA, provided that nothing shall prevent either of them from responding to discovery requests, providing testimony or otherwise utilizing any information in the defense of this lawsuit.

18. WPCA, Reese, and Ambrose will continue to provide Administrative and Supervisory Services in accordance with Section 6(a) of the Services Contract until the entry of an order on Plaintiff's Motion for a Preliminary Injunction or until August 31, 2003, whichever is earlier. DRMC will compensate each of WPCA, Reese, and Ambrose for these Administrative and

Supervisory services on a *pro rata* basis at the same annual rate set forth in Section 6(b) of the Services Contract.

19. The above terms shall be binding on the parties and all of their officers, directors, employees and agents.

20. The above terms shall be effective until the entry of an order on Plaintiff's Motion for a Preliminary Injunction or until August 31, 2003, whichever first occurs, unless extended by unanimous agreement of the parties or by order of the Court.

21. Nothing herein shall be deemed an admission by any party. Nothing herein shall prevent any party from prosecuting or defending claims in this litigation or cooperating with other parties in this litigation. The parties reserve the right to assert any and all claims, counter-claims, defenses, objections and privileges with respect to this litigation.

IT IS SO ORDERED.


_____ J.

Dated: June 6, 2003

FILED 1ce

01:09 PM
JUN 06 2003

Amy Belin

W. William A. Shaw
of Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DUBOIS REGIONAL MEDICAL CENTER)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D., and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

STIPULATION

The parties, by and through undersigned counsel, stipulate the entry of the attached Order.



Joseph Leibowicz, Esq.
Counsel for Plaintiff

Daniel Mulholland, Esq.
Counsel for Defendants DuBois Regional
Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Counsel for Defendants S. Scott Reese, M.D.
and Jayaseelan Ambrose, M.D.

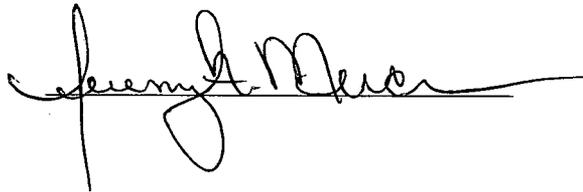
Date: June 5, 2003

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
STIPULATION is being served, via U.S. Mail, postage prepaid, this 6th day of June, 2003 upon
the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Henry M. Casale", written over a horizontal line.

FILED

icc

of 1:09-181
JUN 06 2003

Atty. Gen.

WAS
cc

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.

Plaintiff

vs.

DUBOIS REGIONAL MEDICAL CENTER
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.

NO. 2003-00805-CD

ENTRY OF APPEARANCE

TO THE PROTHONOTARY:

PLEASE ENTER OUR APPEARANCE AS LOCAL COUNSEL OF RECORD ON BEHALF
OF DUBOIS REGIONAL MEDICAL CENTER AND RAYMOND GRAECA, DEFENDANTS
HEREIN.

FERRARO & YOUNG

FILED

0 1:32 PM 3cc to atty.

JUN 09 2003

William A. Shaw
Prothonotary

BY:



R. Edward Ferraro, Esq.
Supreme Court No. 05880

BY:



Ross F. Ferraro, Esq.
Supreme Court No. 79218

Dated: June 9, 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No 2003-00805-CD

)
) **NOTICE OF DEPOSITION**
) **DIRECTED TO WILLIAM J.**
) **POLITO**

) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

FILED

JUN 12 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

NOTICE OF DEPOSITION DIRECTED TO WILLIAM J. POLITO

TO:	Henry M. Casale, Esq. Horty Springer & Mattern, P.C. 4614 5 th Avenue Pittsburgh, PA 15213-3663	Mary-Jo Rebelo, Esq. Houston & Harbaugh Two Chatham Center, 12 th Floor Pittsburgh, PA 15219-3462
	R. Edward Ferraro, Esq. Ross. F. Ferraro, Esq. 690 Main Street Brockway, PA 15824	

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of William J. Polito, upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the Brookville Hospital, 100 Hospital Road, Brookville, Pennsylvania 15825, at 11:30 a.m. on

Wednesday, July 2, 2003, and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination as set forth in the attached Subpoena To Attend And Testify Directed to William J. Polito.

All counsel are invited to attend and participate as is appropriate.

Dated: June __, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

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Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

John Ryan, Esquire

Pa. I.D. No. 38739

Belin & Kubista

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P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

Attorneys for Plaintiff,

WEST PENN CARDIOLOGY ASSOCIATES, P.C.

FILED

013:31-821
JUN 12 2003

William A. Shaw
Notary Public

200
Anthony Bellin
KOL

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

**FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS
DIRECTED TO WEST PENN
CARDIOLOGY ASSOCIATES, P.C.**

Filed on Behalf of Defendants:

DuBois Regional Medical Center and
Raymond Graeca

Counsel of Record for this Party:

Henry M. Casale
Pa. Atty. License No. 42066
Daniel M. Mulholland III
Pa. Atty. License No. 28806

Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740

FILED

JUN 13 2003
0/9:25/44
William A. Shaw
Prothonetary

1 CENT TO ARTT

FERRARO

[Handwritten signature]

2. "DuBois Regional Medical Center" or "DRMC" means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center. "DRMC Cardiology Service Area" shall mean the following Pennsylvania Counties: Clearfield, Jefferson, Elk, Cameron, Centre, Indiana, McKean, Clarion and Armstrong.

3. "Graeca" means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. "Reese" means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. "Ambrose" means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. "Services Contract" means the three-year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC, a copy of which is attached as Exhibit C to the Complaint in Equity in this case.

7. "Reese Employment Agreement" means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D., dated February 1, 1998, and any amendments, renewals or extensions thereof, a copy of which is attached as Exhibit A to the Complaint in Equity in this case.

8. "Ambrose Employment Agreement" means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D., dated November 1, 1999, and any amendments, renewals or extensions thereof, a copy of which is attached as Exhibit B to the Complaint in Equity in this case.

9. "Employment Agreements" means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. "Recruitment Agreement" means any oral or written agreement with a professional search firm, any recruiting-related advertisements or any other form of contract directly or indirectly with a physician or other person pursuant to which West Penn Cardiology Associates recruited or attempted to recruit either an interventional or noninterventional cardiologist to the DRMC Cardiology Service Area.

11. "Document" means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, facsimiles, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, inter-office and intra-office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts,

alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

12. "Financial Relationship" shall include any Ownership or Investment Interest in, or Compensation Arrangement with, any type of health-related service in the DRMC Cardiology Service Area. "Ownership or Investment Interests" include any direct or indirect interest with or between any person in any in-office diagnostic or therapeutic service or equipment, acquired through equity, debt or other means. "Compensation Arrangement" means any direct or indirect arrangement involving any remuneration between WPCA and any person.

13. "Medical Director Agreement" means any agreement written or oral pursuant to which WPCA or any Physician employed by or under contract with WPCA provides administrative or supervisory services at DRMC.

14. "Identify" or "identity," when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g., corporation, partnership, unincorporated association, etc.). When used with reference to a document, the same terms can mean to state the type of document,

other means of identifying it, its location and custodian, the dates thereon, if any, and the identity of the party or parties whose name or names appear thereon, or, in lieu thereof, you may attach to your answers a copy of such document.

15. "Statement" refers to any document containing assertions whether or not made under oath.

16. "Date" means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

17. "Description" or "to describe" or "describe" means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, and identifying documents utilized or generated.

18. "Person" means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

19. "Possession," "custody," or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, or otherwise.

20. "Related to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

21. "Injunction Hearing" means the hearing scheduled to be held by the Clearfield County Court of Common Pleas on August 12 and 13, 2003, at which WPCA's Motion for a Preliminary Injunction will be considered.

22. "Stipulated Order" means the Order entered by the Court in this matter on June 6, 2003.

These Requests For Production of Documents are continuing. If you discover, create, or come into possession of any documents responsive to these Requests For Production after your initial production, you are obligated to produce those documents without further request for the same.

If you object to any production request or section thereof, you are requested to fully respond to those production requests or sections thereof not objected to within the time period allotted by the Stipulated Order. If any document is not produced because of a claim or privilege, then indicate that some or all of the responsive documents are being withheld from such response because of a claim of privilege and explain fully which such privilege is being claimed and how and why such privilege applies to the requested document(s).

REQUESTS FOR PRODUCTION OF DOCUMENTS

Please produce the following:

1. Any and all documents related to the relationship between WPCA and DRMC, including but not limited to any and all documents related to the Services Contract and/or the renewal or nonrenewal thereof.
2. Any and all documents related to the Reese Employment Agreement, the employment of Dr. Reese, and/or the termination thereof.
3. Any and all documents related to the Ambrose Employment Agreement, the employment of Dr. Ambrose, and/or the termination thereof.
4. Any and all Medical Director Agreements and any and all Medical Director Agreements and any and all documents related to the Medical Director Agreements.
5. Any and all documents related to the need or demand for cardiologists or cardiology services in the DRMC Cardiology Service Area.
6. Any and all documents related to the Recruitment Agreements or the recruitment of cardiologists to the DRMC Cardiology Service Area.
7. Any and all documents related to any analysis of revenue, expenses or profit from WPCA's practice or other activities at DRMC.
8. Any audited or unaudited financial statements of WPCA for fiscal years ending in 1999, 2000, 2001 and 2002, as well as any year-to-date financial statements for 2003.

9. Federal income tax returns for WPCA for fiscal years ending in 1999, 2000, 2001, 2002 and 2003.
10. Forms W-2 filed with the IRS for Dr. Reese and Dr. Ambrose for all years that they were employed by WPCA.
11. Any and all documents related to any employee evaluations of Dr. Reese or Dr. Ambrose.
12. Any analysis of profits or revenue that would be lost by WPCA or other financial impact on WPCA if Dr. Reese and/or Dr. Ambrose were no longer employed by WPCA and any and all documents related thereto.
13. Any plans or other documents related to the placement of a physician who is employed by or under contract to WPCA, other than Drs. Reese and Ambrose, in the DRMC Cardiology Service Area.
14. Any plans or other documents related to the future provision of services by WPCA in the DRMC Cardiology Service Area.
15. Any and all documents related to the lease of professional or other office space by WPCA in the DRMC Cardiology Service Area, either from DRMC or its affiliates or from any other person or entity.
16. Any and all documents related to any notice or communication alleging that DRMC was in breach of or failed to perform its obligations under any contract or agreement between DRMC and WPCA.

17. Any and all documents related to any notice or communication alleging that Dr. Reese was in breach of or failed to perform his obligations under any contract or agreement between Dr. Reese and WPCA.
18. Any and all documents related to any notice or communication alleging that Dr. Ambrose was in breach of or failed to perform his obligations under any contract or agreement between Dr. Ambrose and WPCA.
19. Any written agreement between WPCA and any person who was a shareholder, director or officer of WPCA during the years 1999, 2000, 2001, 2002 or 2003.
20. The articles of incorporation and bylaws of WPCA and any amendments thereto adopted during the years 1999, 2000, 2001, 2002 and 2003.
21. The Shareholders' Agreement of WPCA and any amendments thereto adopted during the years 1999, 2000, 2001, 2002 and 2003.
22. Any and all documents related to charges for professional services rendered by WPCA and/or its employees in the DRMC Cardiology Service Area during the years 2000, 2001, 2002 and 2003.
23. Any and all documents related to the number of procedures performed at locations other than those located within the DRMC Cardiology Service Area for patients who resided in the DRMC Cardiology Service Area during the years 1998, 1999, 2000, 2001, 2002 and 2003.

24. Any leases and any and all documents related to any ownership or other financial interest of WPCA in any real property (whether proposed or executed) that is located within the DRMC Cardiology Service Area.
25. Any and all documents related to any plans, proposals, offers, discussions, negotiations or communications related to the provision of nuclear cardiology, nuclear medicine or other diagnostic or therapeutic service by WPCA in the DRMC Cardiology Service Area.
26. Any and all documents related to communications between WPCA and any hospital located in the DRMC Cardiology Service Area.
27. Any and all documents related to any plans, proposals, offers, discussions, negotiations or communications related to any Financial Relationship with any person or entity providing health care services in the DRMC Cardiology Service Area.
28. Any and all documents related to any plans, proposals, offers, discussions, negotiations or communications related to the sale of all or substantially all of the stock or assets of WPCA to or merger of WPCA into or consolidation of WPCA with any other person or entity.
29. Any and all documents related to any communications between WPCA and Dr. John Ahn.
30. Any and all documents related to any communications between WPCA and DRMI Transitions ("DMI") and/or any principal or employee of DMI.

31. Any and all documents related to any plans, proposals, offers, discussions, negotiations or communications relating to the recruitment of either an interventional or noninterventional cardiologist to the DRMC Cardiology Service Area by either WPCA or DRMC.
32. Any expert witness report that you have received or on which you intend to rely in this litigation.
33. Any document that you intend to offer into evidence at the Injunction Hearing.
34. Any document identified in your response to the First Set of Interrogatories filed by DRMC and Graeca in this matter, which Interrogatories are of even date herewith.

Dated: June 11, 2003

Respectfully submitted,



Henry M. Casale
Pa. Atty. License No. 42066
Daniel M. Mulholland III
Pa. Atty. License No. 28806

Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
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Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740

Attorneys for Defendants
DuBois Regional Medical Center and
Raymond Graeca

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served on the following attorneys by First Class United States Mail, postage pre-paid, and via e-mail or facsimile this 11th day of June 2003:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esquire
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462


Henry M. Casale

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER, RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

**FIRST SET OF
INTERROGATORIES
DIRECTED TO WEST PENN
CARDIOLOGY ASSOCIATES, P.C.**

Filed on Behalf of Defendants:

DuBois Regional Medical Center and
Raymond Graeca

Counsel of Record for these Parties:

Henry M. Casale
Pa. Atty. License No. 42066
Daniel M. Mulholland III
Pa. Atty. License No. 28806

Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
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Ross F. Ferraro
Pa. Atty. License No. 79218

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Fax: 814-265-8740

FILED

JUN 13 2003

019:25/147

William A. Shaw
Prothonotary

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FERRARO E/121

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER, RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	
)	

**FIRST SET OF INTERROGATORIES DIRECTED
TO WEST PENN CARDIOLOGY ASSOCIATES, P.C.**

AND NOW COMES Defendants DuBois Regional Medical Center and Raymond Graeca, by and through their counsel, Horty, Springer & Mattern, P.C., and hereby file this First Set of Interrogatories Directed to West Penn Cardiology Associates, P.C.

DEFINITIONS

In the following Interrogatories:

1. "WPCA" means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.

2. "DuBois Regional Medical Center" or "DRMC" means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center. "DRMC Cardiology Service Area" shall mean the following Pennsylvania Counties: Clearfield, Jefferson, Elk, Cameron, Centre, Indiana, McKean, Clarion and Armstrong.

3. "Graeca" means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.

4. "Reese" means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.

5. "Ambrose" means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.

6. "Services Contract" means the three-year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC, a copy of which is attached as Exhibit C to the Complaint in Equity in this case.

7. "Reese Employment Agreement" means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and S. Scott Reese, M.D., dated February 1, 1998, and any amendments, renewals or extensions thereof, a copy of which is attached as Exhibit A to the Complaint in Equity in this case.

8. "Ambrose Employment Agreement" means the Employment Agreement between West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, and Jayaseelan Ambrose, M.D., dated November 1, 1999, and any amendments, renewals or extensions thereof, a copy of which is attached as Exhibit B to the Complaint in Equity in this case.

9. "Employment Agreements" means the Reese Employment Agreement and the Ambrose Employment Agreement.

10. "Recruitment Agreement" means any oral or written agreement with a professional search firm, any recruiting-related advertisements or any other form of contract directly or indirectly with a physician or other person pursuant to which West Penn Cardiology Associates recruited or attempted to recruit either an interventional or noninterventional cardiologist to the DRMC Cardiology Service Area.

11. "Document" means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, facsimiles, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, inter-office and intra-office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts,

alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

12. "Financial Relationship" shall include any Ownership or Investment Interest in, or Compensation Arrangement with, any type of health-related service in the DRMC Cardiology Service Area. "Ownership or Investment Interests" include any direct or indirect interest with or between any person in any in-office diagnostic or therapeutic service or equipment, acquired through equity, debt or other means. "Compensation Arrangement" means any direct or indirect arrangement involving any remuneration between WPCA and any person.

13. "Medical Director Agreement" means any agreement written or oral pursuant to which WPCA or any Physician employed by or under contract with WPCA provides administrative or supervisory services at DRMC.

14. "Identify" or "identity," when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g., corporation, partnership, unincorporated association, etc.). When used with reference to a document, the same terms can mean to state the type of document,

other means of identifying it, its location and custodian, the dates thereon, if any, and the identity of the party or parties whose name or names appear thereon, or, in lieu thereof, you may attach to your answers a copy of such document.

15. "Statement" refers to any document containing assertions whether or not made under oath.

16. "Date" means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

17. "Description" or "to describe" or "describe" means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, and identifying documents utilized or generated.

18. "Person" means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

19. "Possession," "custody," or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, or otherwise.

20. "Relates to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

21. "Injunction Hearing" means the hearing scheduled to be held by the Clearfield County Court of Common Pleas on August 12 and 13, 2003, at which WPCA's Motion for a Preliminary Injunction will be considered.

22. "Stipulated Order" means the Order entered by the Court in this matter on June 6, 2003.

INSTRUCTIONS

1. You have been served with an original of this document. An electronic version will be provided as well. Prepare an original for your responses (in accordance with the instructions and definitions below) on the original of this document and any necessary supplemental sheets of paper. Make at least one copy of your responses (with any necessary supplemental sheets of paper) by photocopying or word processing.

2. Type or write legibly in the space following each Interrogatory your response thereto. (If the space provided an Interrogatory is insufficient to write your complete response, continue your response on a supplemental sheet or sheets of paper and make it clear to which Interrogatory the continued Interrogatory belongs.)

3. State each and all of your reasons for any objection you make in a response, including an explanation of any privilege that you may claim as a basis for such objection.

4. Make your answers under oath, or under penalty of perjury pursuant to 10 Pa.C.S.A. Section 4904, and attach a verification.

5. On or before July 16, 2003, or otherwise as directed by Order of Court, send the original of the response you have prepared to:

Henry M. Casale
Daniel M. Mulholland III
Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213

6. THESE INTERROGATORIES ARE CONTINUING. If at any time after service of your responses to the Interrogatories contained herein you become aware of other relevant information or that any of your answers or any portion of one of your answers was incorrect when made or correct when made, but no longer correct, promptly correct your answer in a supplemental response under oath or penalty of perjury as discussed above and immediately serve a copy of that supplemental response on Defendants' counsel as provided in Instruction #5 above. You need not file the document with the court, but should retain custody of a copy of any supplemental response you make.

7. When you are asked to explain something, your response should describe in detail each relevant incident, occasion and occurrence.

8. When you are asked to describe in detail or to provide a detailed description of an occasion, incident, or occurrence, your description should include but should not necessarily be limited to the following information:

- a. all relevant times, dates, conditions, and exact locations;
- b. an identification of all relevant oral, written, or gesture communications;
- c. a detailed description of all other relevant events or conduct;
- d. the name and present address of each person who was involved and a description of how each person was involved; and
- e. the name and present address of each witness to the occasion, incident or occurrence of which you are aware.

9. When you are asked to identify an oral communication, or to provide identification of an oral communication, provide the following information:

- a. the date and time of the communication;
- b. the location at which the communication was made;
- c. the name and present address of the person who made the communication;
- d. the name and present address of the person to whom the communication was directed;
- e. the contents of the communication;

- f. the name of each person who witnessed by sight, sound, or otherwise, the making of the communication, including any of the parties in this action; and
- g. the present address of any person other than a party to who witnessed the communication.

10. When you are asked to identify written communication, or to provide identification of a written communication, provide the following information:

- a. the name and present address of each person who signed the communication;
- b. the name and address of each person to whom the communication was directed;
- c. the specific means by which the communication was relayed to each person to whom it was directed (i.e., personal, delivery, placement in institutional mail, placement in the United States mail);
- d. the date on which and the time at which the communication was relayed to each person to whom it was directed;
- e. the contents of each communication; and
- f. the names and present addresses of each person who has a copy of the original of the communication in his/her possession, custody, or control.

11. When you are asked to identify a document, or to provide an identification of a document, provide the following information:

- a. the name of the document;
- b. the date of the document;
- c. the subject matter of the information contained in the document;
- d. the name of each person or entity who has possession, custody, or control of the original or a copy of the document; and
- e. the address of each person (other than a party) or entity who has possession, custody, or control of the original or a copy of the document.

INTERROGATORIES

1. Please identify, and describe the relationship to you, each person who prepared or assisted in preparing the responses to these interrogatories and in identifying the documents to be produced in response to the requests for production of documents (please do not identify anyone who simply typed or reproduced the responses).

2. Please identify each and every person who has knowledge of facts relating to this litigation and each and every person likely to have discoverable information relevant to matters alleged in the pleadings, identifying the subject about which the individual is likely to have discoverable information. This interrogatory seeks the identification of all potential witnesses who have, or claim to have, any

knowledge whatsoever of any fact pertinent to the claims, defenses and counterclaims in this case.

3. Please identify, whether previously disclosed or not, each and every person you expect to call as an expert witness at the Injunction Hearing. For each such person, please describe in detail:

- a. the qualifications upon which you intend to rely to establish said person as an expert witness;
- b. a complete statement of all opinions to be expressed, and the basis and reasons thereof;
- c. each and every fact, document, data, or other information relied upon in forming and rendering their opinions or inferences;
- d. any exhibits or documents to be used as a summary of or support for such opinions; and
- e. a listing of any other cases in which the witness has testified as an expert at trial or in deposition within the preceding four years, including the case caption, number, venue, and attorneys of record, as well as a general description of the subject of each such lawsuit.

4. Please state each and every item of information provided by you, your agents, your attorneys, or anyone working on your behalf to each expert witness

whom you have retained in this matter and whom you intend to produce as a witness at the Injunction Hearing.

5. Please identify each and every person you intend to call as a lay witness at the Injunction Hearing. For each such person, please provide a complete description of the substance of his or her expected testimony.

6. If you intend to introduce documentary or written pieces of evidence as exhibits at the Injunction Hearing, please identify each and every such piece of documentary or written evidence. With respect to each such document, please state the following:

- a. a general description thereof;
- b. the date it was written or otherwise created;
- c. the name and present or last known address of the person or persons who wrote it;
- d. the name and present or last known address of the person to whom it was sent;
- e. the name and address of the custodian thereof; and
- f. whether you have a copy thereof.

7. Have you or anyone representing your interests obtained any statement, oral or written, signed or unsigned, or any shorthand or recorded statement, or any recorded conversation from any witnesses or from anyone with knowledge of the facts or allegations in this case? If your answer is in the affirmative, please state the

name of such person, the date and place wherein each such statement was taken, in whose custody each such statement reposes, and whether each such statement is oral or written, signed or unsigned, in shorthand or recorded.

8. Please list the total charges (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date).

9. Please list the total charges (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in DRMC's Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003.

10. Please list the total charges (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date) by Dr. Reese and Dr. Ambrose.

11. Please list the total charges (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in DRMC's Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 by Dr. Reese and Dr. Ambrose.

12. Please list the total collections (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date).

13. Please list the total collections (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003.

14. Please list the total collections (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date) by Dr. Reese and Dr. Ambrose.

15. Please list the total collections (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in DRMC's Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 by Dr. Reese and Dr. Ambrose.

16. Please list the total collections less expenses (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date).

17. Please list the total collections less expenses (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in DRMC's Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003.

18. Please list the total collections less expenses (in dollars) for services rendered by WPCA or its employees to patients at DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 (year to date) by Dr. Reese and Dr. Ambrose.

19. Please list the total collections less expenses (in dollars) for services rendered by WPCA or its employees at locations other than DRMC, WPCA's DuBois office and any other location in the DRMC Cardiology Service Area to patients who reside in DRMC's Cardiology Service Area for the years 1998, 1999, 2000, 2001, 2002 and 2003 by Dr. Reese and Dr. Ambrose.

20. With respect to your contention in Paragraph 21 of the Complaint, please explain how WPCA's practice in DuBois has inured "to the great benefit of both the local community and DRMC itself."

21. With respect to your contention in Paragraph 33 of the Complaint that DRMC and WPCA cooperated in recruitment efforts, please explain what, if any, actions WPCA took to recruit or cooperate or assist in the recruitment of additional interventional or noninterventional cardiologists to the DRMC Cardiology Service Area and identify any and all documents related thereto.

22. With respect to your contention in Paragraph 33 of the Complaint that WPCA agreed to share DRMC's recruitment expenses, please list the total amount of recruitment expenses paid or reimbursed by WPCA while the Services Agreement was in effect and to whom, as well as the date that any such payment or reimbursement was made.

23. With respect to your contention in Paragraph 35 of the Complaint that "Prior to 2003, WPCA, at its own expense, provided extensive and costly training to Reese and Ambrose in interventional cardiac catheterization services," please describe the nature and content of such training and the total cost of said training, in dollars.

24. With respect to your contention in Paragraph 36 of the Complaint that "In mid 2002, Reese and Ambrose informed WPCA that they wanted to be relieved of the non-competition obligations of their respective employment contracts without paying the agreed upon dollar amount required under their Employment Contracts," please list and describe in detail each meeting, telephone conversation or other communication that relates to this contention and identify any and all documents related thereto.

25. With respect to your contention in Paragraph 36 of the Complaint that "WPCA considered the requests by Reese and Ambrose but declined to grant the requests," please list and describe in detail each meeting, telephone conversation or other communication between WPCA and Reese and/or Ambrose that relates to this contention and identify any and all documents related thereto.

26. With respect to your contention in Paragraph 40 of the Complaint that "DRMC had been in discussions with WPCA regarding the extension of the Services Contract and a possible joint venture by WPCA and DRMC to open another catheterization laboratory," please list and describe in detail each meeting, telephone conversation or other communication between WPCA and DRMC that relates to this contention and identify any and all documents related thereto.

27. With respect to your contention in Paragraph 43 of the Complaint that Reese and Ambrose also informed WPCA that they were going to "buy-out" the non-competition provisions of their respective employment contracts and intended to continue practicing cardiology in competition with WPCA in the DuBois area, please list and describe in detail each meeting, telephone conversation or other communication between WPCA and Reese and/or Ambrose related to said contention and identify any and all documents related thereto.

28. With respect to your contention in Paragraph 54 of the Complaint that "WPCA's ability to perform Professional Cardiac Catheterization Services in the DuBois area will be seriously injured by DRMC's direct and/or indirect solicitation of Reese and Ambrose in breach of the non-solicitation provision of the Services Contract and DRMC's recruitment of a third cardiologist, in conjunction with Reese and Ambrose, to compete with WPCA in violation of its recruitment obligations under the Services Contract," please explain with specificity exactly how you contend WPCA will be so injured.

29. With respect to your contention in Paragraph 56 of the Complaint that "WPCA will suffer irreparable harm, including impending loss of business opportunity and severe disruption of established business relations that would be incalculable," please explain with specificity exactly how you contend WPCA will suffer such harm and why you contend such harm is "irreparable."

30. With respect to your contention in Paragraph 57 of the Complaint that immediate and irreparable harm will be suffered by WPCA that cannot be compensated adequately by damages, please explain with specificity how you contend WPCA will suffer immediate harm and why you contend such harm cannot be compensated adequately by damages.

31. With respect to your contention in Paragraph 58 of the Complaint that greater injury will occur to WPCA if an injunction is not granted than if the injunction were to be granted, please explain with specificity the exact nature and extent of the injury you contend will occur if the injunction is not granted.

32. With respect to your contention in Paragraph 70 of the Complaint that DRMC and Graeca intended to harm WPCA by their actions, please describe each fact that supports this contention and identify any and all documents that relate to this contention.

33. With respect to your contention in Paragraph 72 of the Complaint that WPCA will suffer irreparable harm, including impending loss of business opportunity and severe disruption of established business relations, that would be incalculable, please explain with specificity the exact nature and extent of the harm you contend

you will suffer, and identify the business opportunities and business relations that you contend will be lost or disrupted, including the exact nature and extent of such loss or disruption.

34. Please list and describe each meeting, telephone conversation or other communication between WPCA and DRMC related to the renewal of the Services Contract and identify any and all documents related thereto.

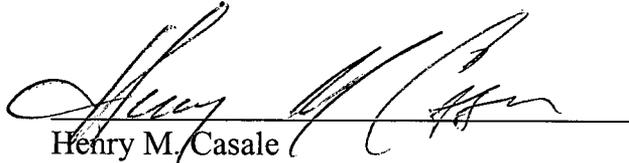
35. Please list and describe each meeting, telephone conversation or other communication between WPCA and Reese and/or Ambrose concerning the termination of their employment by WPCA and/or the buy-out of the non-competition contracts contained in their respective employment agreements and identify any and all documents related thereto.

36. Please describe any other attempts by WPCA to enforce non-competition covenants in contracts between WPCA and any other individual who is or was employed by or under contract to WPCA other than Reese and Ambrose.

37. Please describe any meeting, telephone conversation or other communication between WPCA and any hospital or its representative(s), other than DRMC, that is located in the DRMC Cardiology Service Area related to the provision of services for or at that hospital by WPCA.

Dated: June 11, 2003

Respectfully submitted,



Henry M. Casale
Pa. Atty. License No. 42066
Daniel M. Mulholland III
Pa. Atty. License No. 28806

Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740

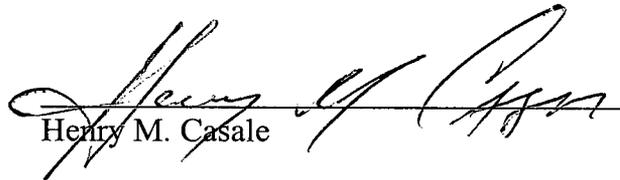
Attorneys for Defendants
DuBois Regional Medical Center and
Raymond Graeca

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served on the following attorneys by First Class United States Mail, postage pre-paid, and via e-mail or facsimile this 11th day of June 2003:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esquire
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462


Henry M. Casale

FILED

JUN 13 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No 2003-00805-CD

)
) **NOTICE OF DEPOSITION**
) **DIRECTED TO JOHN JOON AHN,**
) **M.D.**

) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

FILED

JUN 20 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

NOTICE OF DEPOSITION DIRECTED TO JOHN JOON AHN, M.D.

TO:	Henry M. Casale, Esq. Horty Springer & Mattern, P.C. 4614 5 th Avenue Pittsburgh, PA 15213-3663	Mary-Jo Rebelo, Esq. Houston & Harbaugh Two Chatham Center, 12 th Floor Pittsburgh, PA 15219-3462
	R. Edward Ferraro, Esq. Ross F. Ferraro, Esq. 690 Main Street Brockway, PA 15824	

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of John Joon Ahn, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Belin & Kubista, 15 North Front Street, Clearfield, Pennsylvania,

16830 at noon on Friday, July 11, 2003, and will continue from day to day until complete, on all matters not privileged which are related to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear, produce documents, and submit to examination as set forth in the attached Subpoena To Attend And Testify Directed to John Joon Ahn, M.D.

All counsel are invited to attend and participate as is appropriate.

Dated: June 18, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
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Fax: 412-355-6501

Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
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Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

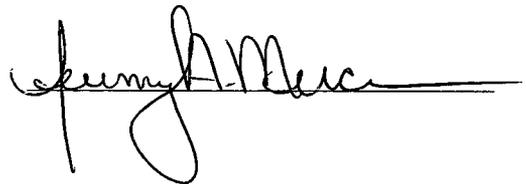
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO JOHN JOON AHN, M.D.** is being served, U.S. Mail, first class, postage prepaid, this 18th day of June, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in black ink, appearing to read "Raymond Graeca", with a long horizontal line extending to the right.

FILED

JUN 20 2003

0/9-33-02
William A. Shaw
Proprietary

1 cc to AUS

~~SA~~

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No. 2003-00805-CD

)
) **PETITION FOR ISSUANCE OF A**
) **COMMISSION TO TAKE OUT OF**
) **STATE DEPOSITION**

)
) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

FILED

JUN 20 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**PETITION FOR ISSUANCE OF A COMMISSION TO
TAKE OUT OF STATE DEPOSITION**

Plaintiff West Penn Cardiology Associates, P.C., by its undersigned counsel, respectfully petitions this Court pursuant to Pa. R.C.P. No. 4015 and 42 Pa. Cons. Stat. § 5325 for the issuance of a commission to take a deposition upon oral examination on the following basis:

1. Plaintiff proposes to take the deposition upon oral examination of a corporate designee(s) of DMI Transitions on Thursday, July 17, 2003, at McDonald Hopkins Co., LPA at 2100 Bank One Center, 600 Superior Avenue, E., Cleveland, Ohio 44114 before Dave Tackla of Tackla & Associates, Court Reporters, 1700 Superior Building, 815 Superior Avenue, Cleveland, Ohio 44114, pursuant to a notice of deposition dated June 18, 2003, a true and correct copy of which is attached as Exhibit "A."

2. Pursuant to Pa. R.C.P. 4007.1(d) and as stated in the attached notice of deposition, plaintiff proposes to serve DMI Transitions with a subpoena *duces tecum* or its equivalent under

the laws of the state of Ohio. (A true and correct copy of the proposed subpoena *duces tecum* is attached hereto as Exhibit "B.")

3. Dave Tackla of Tackla & Associates, Court Reporters, 1700 Superior Building, 815 Superior Avenue, Cleveland, Ohio 44114 is a certified court reporter and is competent and qualified to execute a commission for taking the deposition of DMI Transitions' corporate designee(s).

4. Dave Tackla is not an attorney of any party to this action, nor a relative or employee of any party or such party's attorney, and had no financial interest in this action as would disqualify him under Pa. R.C.P. No. 4015(c).

WHEREFORE, plaintiff West Penn Cardiology Associates, P.C. respectfully requests this Court authorize the issuance of a commission to Dave Tackla pursuant to Pa. R.C.P. No. 4015 and 42 Pa. Cons. Stat. § 5325, to take the out of state deposition of DMI Transitions' corporate designee(s) upon oral examination in accordance with the Pennsylvania Rules of Civil Procedure. A proposed Order granting such relief is attached hereto as Exhibit "C."

Requested by:

KIRKPATRICK & LOCKHART LLP

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805
John Ryan, Esquire
Pa. I.D. No. 38739

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff West Penn Cardiology Associates,
P.C.



A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

NOTICE OF DEPOSITION DIRECTED TO DMI TRANSITIONS

TO:	Henry M. Casale, Esq. Horty Springer & Mattern, P.C. 4614 5 th Avenue Pittsburgh, PA 15213-3663	Mary-Jo Rebelo, Esq. Houston & Harbaugh Two Chatham Center, 12 th Floor Pittsburgh, PA 15219-3462
	R. Edward Ferraro, Esq. Ross F. Ferraro, Esq. 690 Main Street Brockway, PA 15824	

PLEASE TAKE NOTICE that on Thursday, July 17, 2003, at 11:30 a.m., the plaintiff will take the deposition of DMI Transitions, pursuant to Pa. R.C.P. 4007.1 and Ohio R.C.P. 30, at McDonald Hopkins Co., LPA, 2100 Bank One Center, 600 Superior Avenue, E., Cleveland, Ohio 44114 before a person authorized by law to administer oaths.

Plaintiff will conduct inquiry into the following matters:

- a. DMI's involvement or participation in strategic, business, operational, and practice planning or development with respect to inpatient, outpatient, and/or laboratory cardiology services at DuBois Regional Medical Center ("DRMC") or in the Dubois/Clearfield/Brookville Pennsylvania service area from January 2000 until the present.
- b. DMI's involvement or participation in the recruitment of Dr. John Joon Ahn ("Ahn") to practice cardiology in the Dubois area.
- c. DMI's contacts or communications with DRMC, Brookville Hospital ("Brookville"), Raymond Graeca ("Graeca"), S. Scott Reese, M.D. ("Reese"), Jayseelan Ambrose, M.D. ("Ambrose"), and/or Karen Collins ("Collins") concerning cardiology services in the Dubois/Clearfield/Brookville Pennsylvania service area.
- d. Any past, current or prospective formal or informal relationship or agreement with DRMC, Brookville, Graeca, Reese, Ambrose, Ahn, and/or Collins referring or relating to the provision of cardiology services in the Dubois/Clearfield/Brookville Pennsylvania service area.
- e. DMI's knowledge of West Penn Cardiology Associates ("WPCA"), the termination of WPCA's service contract with DRMC, and/or the resignation of Reese and Ambrose from WPCA.

DMI Transitions is required under Pa. R.C.P. 4007.1(e) and Ohio R.C.P. 30(B)(5) to designate one or more officers, directors or managing agents or other persons who will testify on its behalf at the deposition and is required to set forth with particularity the matters upon which each will testify.

Please take further notice that DMI Transitions is requested, pursuant to Pa. R.C.P. 4009 and 4007.1(d) and Ohio R.C.P. 34, to produce at the deposition the documents identified in Attachment "A" to the Subpoena to Attend and Testify.

The following definitions shall apply to this Notice of Deposition:

1. "DMI Transitions" refers to DMI Transitions located at 8748 Brecksville Road, Suit 125, Brecksville, Ohio 44141, its parents, subsidiaries, affiliates, predecessors,

successors and all officers, directors, representatives, agents, employees, surrogates, partners, attorneys and all persons acting on its behalf.

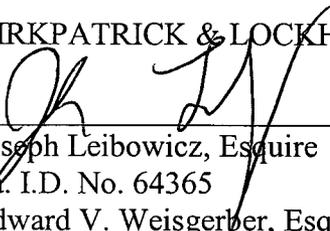
2. "Documents" is defined in Attachment "A" to the Subpoena to Attend and Testify.

The oral examination will continue from day to day until completed. You are invited to attend and participate as is appropriate in this examination.

Dated: June 18, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Henry W. Oliver Building

535 Smithfield Street

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Tel: 412-355-6500

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Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

John Ryan, Esquire

Pa. I.D. No. 38739

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

Attorneys for Plaintiff,

WEST PENN CARDIOLOGY ASSOCIATES, P.C.



B

IN THE COURT OF COMMON PLEAS OF CUYAHOGA COUNTY

WEST PENN CARDIOLOGY)
ASSOCIATES, P.C.,)
)
Plaintiff,)
)
vs.)
)
DuBOIS REGIONAL MEDICAL)
CENTER,)
RAYMOND GRAECA,)
S. SCOTT REESE, M.D. and)
JAYASEELAN AMBROSE, M.D.,)
)
Defendants.)

CASE NO.: _____

JUDGE: _____

**SUBPOENA TO ATTEND AND TESTIFY
DIRECTED TO DMI TRANSITIONS**

To DMI Transitions:

1. Pursuant to Rule 30(B)(5) of the Ohio Rules of Civil Procedure, you are required to designate one or more officers, directors, or managing agents, or others persons who consent to testify on your behalf, as to the following matters:

- a. DMI's involvement or participation in strategic, business, operational, and practice planning or development with respect to inpatient, outpatient, and/or laboratory cardiology services at DuBois Regional Medical Center ("DRMC") or in the Dubois/Clearfield/Brookville Pennsylvania service area from January 2000 until the present.
- b. DMI's involvement or participation in the recruitment of Dr. John Joon Ahn ("Ahn") to practice cardiology in the Dubois area.
- c. DMI's contacts or communications with DRMC, Brookville Hospital ("Brookville"), Raymond Graeca ("Graeca"), S. Scott Reese, M.D. ("Reese"), Jayseelan Ambrose, M.D. ("Ambrose"), and/or Karen Collins ("Collins") concerning cardiology services in the Dubois/Clearfield/Brookville Pennsylvania service area.

- d. Any past, current or prospective formal or informal relationship or agreement with DRMC, Brookville, Graeca, Reese, Ambrose, Ahn, and/or Collins referring or relating to the provision of cardiology services in the Dubois/Clearfield/Brookville Pennsylvania service area.
- e. DMI's knowledge of West Penn Cardiology Associates ("WPCA"), the termination of WPCA's service contract with DRMC, and/or the resignation of Reese and Ambrose from WPCA.

Please advise the undersigned counsel seven days prior to the date of the deposition of the person(s) designated by you to testify and as to what matters each person will testify.

2. Your designated person(s) is/are ordered by the Court to come to McDonald Hopkins Co., LPA at 2100 Bank One Center, 600 Superior Avenue, E., Cleveland, Ohio 44114 on Thursday, July 17, 2003 at eleven thirty o'clock, A.M., to testify on behalf of Plaintiff in the above case, and to remain until excused.

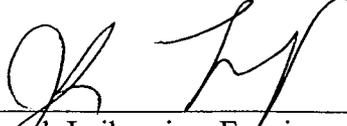
3. And bring with him/her/them the following: any document requested in Attachment "A" to this Subpoena to Attend and Testify.

4. Please read the provisions set forth in Attachment "B" to this Subpoena to Attend and Testify.

If your designated person(s) fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 45(E) of the Ohio Rules of Civil Procedure, including but not limited to costs and attorney fees.

Requested by:

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
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Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805
John Ryan, Esquire
Pa. I.D. No. 38739

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff West Penn Cardiology Associates,
P.C.

Attachment A

In this Exhibit A:

1. "WPCA" means plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of WPCA.
2. "DuBois Regional Medical Center" or "DRMC" means defendant DuBois Regional Medical Center, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of DuBois Regional Medical Center.
3. "Graeca" means defendant Raymond Graeca and all representatives, attorneys, and other parties acting on behalf of Raymond Graeca.
4. "Reese" means defendant S. Scott Reese, M.D., and all representatives, attorneys, and other parties acting on behalf of S. Scott Reese, M.D.
5. "Ambrose" means defendant Jayaseelan Ambrose, M.D., and all representatives, attorneys, and other parties acting on behalf of Jayaseelan Ambrose, M.D.
6. "Brookville" means Brookville Hospital, its directors, officers, subsidiaries and affiliates, and all representatives, attorneys, and other parties acting on behalf of Brookville Hospital, including William J. Polito.
7. "DuBois Cardiology Service Area" means the following Pennsylvania Counties: Clearfield, Jefferson, Elk, Cameron, Centre, Indiana, McKean, Clarion, and Armstrong.
8. "Ahn" means John Joon Ahn, M.D., currently located in Maryland, and all representatives, attorneys, and other parties acting on behalf of John Joon Ahn, M.D.

9. "Collins" means Karen Collins, former Office Manager for WPCA's office at DRMC, and all representatives, attorneys, and other parties acting on behalf of Karen Collins.

10. "DMI" or "you" means DMI Transitions, its directors, officers, subsidiaries, affiliates, and employees, and all representatives, attorneys, and other parties working on behalf of DMI Transitions, including, without limitation, Ron Schmidt and Mary Reed.

11. "Services Contract" means the three (3) year agreement, effective July 1, 2000, for WPCA to be the exclusive provider of Professional Cardiac Catheterization Services at DRMC.

12. "Document" means any written, recorded, or graphic matter however produced or reproduced, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including, but not limited to, correspondence, email, memoranda, notes, desk calendars, diaries, journals, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guarantees, summaries, pamphlets, books, prospectus, interoffice and intra office communications, offers, notations of any sort of conversation, telephone calls, meetings or other communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, telefax, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or oral records or representations of any kind, of which you have knowledge of which are now or were formerly in your actual or constructive possession, custody or control.

13. "Identify" or "identity", when used with respect to an individual, means to state his/her full name, his/her status or capacity at the time mentioned, his/her present or last known employer, his/her present and/or last known address, and his/her present and/or last known

telephone number. When used to reference an entity other than a natural person, the same term can mean to state its full name, the present and last known address of its principal office and place of business and the type of entity (e.g. corporation, partnership, unincorporated association, etc.) When used with reference to a document, the same terms can mean to state the type of document, other means of identifying it, its location and custodian, the dates thereon, if any, and the identity or party or parties whose name or names appear thereon, or in lieu thereof, you may attach to your answers a copy of such document.

14. "Statement" refers to any document containing assertions whether or not made under oath.

15. "Date" means the exact day, month, and year, if ascertainable, or if not, the best approximation (including relationship to other events, with the indication that it is an approximation).

16. "Description" or "to describe" or "describe" means to provide a narrative, detailed chronological history of the incident(s) or event(s) inquired about, including pertinent dates, identifying documents utilized or generated.

17. "Person" means any natural person, firm, corporation, partnership, proprietorship, joint venture, organization, group of natural persons, or other associations separately identifiable, whether or not such association has a separate juristic existence in its own right.

18. "Possession", "custody", or "control" includes the joint or several possession, custody and control not only by the person to whom these interrogatories and requests are addressed, but also the joint and several possession, custody or control by each of any other

person acting or purporting to act on behalf of the person, whether as employee, attorney, accountant, agent, sponsor, spokesman, otherwise.

19. "Relates to" means supports, evidences, describes, mentions, refers to, contradicts or compromises.

DOCUMENTS

DOCUMENT REQUEST NO. 1: DMI's involvement or participation in strategic, business, operational, and practice planning or development with respect to inpatient, outpatient, and/or laboratory cardiology services at DuBois Regional Medical Center ("DRMC") or in the Dubois/Clearfield/Brookville Pennsylvania service area from January 2000 until the present

DOCUMENT REQUEST NO. 2 Please bring with you all documents referring or relating to all negotiations, discussions, contacts, or communications with DRMC, Graeca, Brookville, Reese, Ambrose, and/or Collins since January 2000 referring or relating to efforts to recruit cardiology physicians to the DuBois Cardiology Service Area.

DOCUMENT REQUEST NO. 3: Please bring with you all documents referring or relating to meetings, conferences, or discussions between and/or amongst you and Brookville, DRMC, Graeca, Ambrose, Reese, and/or Collins from January 1, 2002 to the present referring or relating

to Reese and/or Ambrose providing cardiac services in the DuBois Cardiology Service Area other than as employees of WPCA.

DOCUMENT REQUEST NO. 4: Please bring with you all documents referring or relating to meetings, conferences, or discussions between and/or amongst you and Brookville, DRMC, Graeca, Ambrose, Reese, and/or Collins from January 1, 2002 to the present referring or relating to Collins working in the DuBois Cardiology Service Area other than as an employee of WPCA.

DOCUMENT REQUEST NO. 5: Please bring with you all documents referring or relating to all negotiations, discussions, contacts, or communications with WPCA since January 2000 referring or relating to efforts to recruit cardiology physicians to the DuBois Cardiology Service Area.

DOCUMENT REQUEST NO. 6: Please bring with you all documents referring or relating to attempts by Reese and/or Ambrose to locate or formulate an employment or other relationship with DRMC or Brookville or any other cardiology service provider in the DuBois Cardiology Service Area since January 1, 2002.

DOCUMENT REQUEST NO. 7: Please bring with you all documents referring or relating to attempts by DRMC, Brookville, and/or Graeca to locate or formulate an employment or other relationship with Reese and/or Ambrose in the DuBois Cardiology Service Area since January 1, 2002.

DOCUMENT REQUEST NO. 8: Please bring with you all documents referring or relating to attempts by Ahn to locate or formulate an employment or other relationship with DRMC, Brookville, Reese, Ambrose, or any other cardiology service provider in the DuBois Cardiology Service Area since January 1, 2002.

DOCUMENT REQUEST NO. 9: Please bring with you all documents referring or relating to Ambrose and Reese's purported termination of any employment agreement with WPCA.

DOCUMENT REQUEST NO. 10: Please bring with you all documents referring or relating to Collin's purported termination of any employment relationship with WPCA.

DOCUMENT REQUEST NO. 11: Please bring with you all documents referring or relating to DRMC's purported termination of its Services Contract with WPCA, including, without limitation, any documents referring or relating to the involvement of Graeca, Reese, Ambrose, and/or Collins in the decision to terminate the Services Contract.

DOCUMENT REQUEST NO. 12: Please bring with you all documents referring or relating to the exclusive contract between Brookville and WPCA for WPCA to provide staffing for Brookville's cardiac catheterization laboratory.

DOCUMENT REQUEST NO. 13: Please bring with you all documents referring or relating to any coverage, referral, or other arrangement between and/or amongst DRMC, Brookville, Reese, Ambrose, and/or Ahn.

DOCUMENT REQUEST NO. 14: Please bring with you all documents referring or relating to attempts by DRMC, Brookville, Graeca, Reese, Ambrose, Ahn, and/or Collins, to form an employment or other relationship with any of WPCA's officer manager(s), nurse(s), or other office staff since January 1, 2002.

DOCUMENT REQUEST NO. 15: Please bring with you all documents referring or relating to attempts by DRMC, Brookville, Graeca, Reese, Ambrose, Ahn, and/or Collins, to locate office and/or treatment space within the DuBois Cardiology Services Area since January 1, 2002.

DOCUMENT REQUEST NO. 16: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Ahn, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 17: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about DRMC, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 18: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Brookville, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 19: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Graeca, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 20: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Reese, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 21: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Ambrose, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 22: Please bring with you all documents referring or relating to negotiations, discussions, contacts, and/or communication with or about Collins, since January 1, 2002, that have not already been produced in response to an earlier request.

DOCUMENT REQUEST NO. 23: Please bring with you all documents in DMI's possession regarding, referring, or relating to WPCA, DRMC, Brookville, Graeca, Reese, Ambrose, Ahn, and/or Collins created, obtained, received, or reviewed by DMI since January 1, 2002 that have not been produced in response to another document request.

Attachment B

Pursuant to Rule 45(A)(1)(c) of the Ohio Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C. hereby states as follows:

(C) Protection of persons subject to subpoenas

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena.

(2)(a) A person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule need not appear in person at the place of production or inspection unless commanded to attend and give testimony at a deposition, hearing, or trial.

(b) Subject to division (D)(2) of this rule, a person commanded to produce under divisions (A)(1)(b)(ii), (iii), (iv), or (v) of this rule may, within fourteen days after service of the subpoena or before the time specified for compliance if such time is less than fourteen days after service, serve upon the party or attorney designated in the subpoena written objections to production. If objection is made, the party serving the subpoena shall not be entitled to production except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena, upon notice to the person commanded to produce, may move at any time for an order to compel the production. An order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the production commanded.

(3) On timely motion, the court from which the subpoena was issued shall quash or modify the subpoena, or order appearance or production only under specified conditions, if the subpoena does any of the following:

- (a) Fails to allow reasonable time to comply;
- (b) Requires disclosure of privileged or otherwise protected matter and no exception or waiver applies;
- (c) Requires disclosure of a fact known or opinion held by an expert not retained or specially employed by any party in anticipation of litigation or preparation for trial as described

by Civ.R. 26(B)(4), if the fact or opinion does not describe specific events or occurrences in dispute and results from study by that expert that was not made at the request of any party;

(d) Subjects a person to undue burden.

(4) Before filing a motion pursuant to division (C)(3)(d) of this rule, a person resisting discovery under this rule shall attempt to resolve any claim of undue burden through discussions with the issuing attorney. A motion filed pursuant to division (C)(3)(d) of this rule shall be supported by an affidavit of the subpoenaed person or a certificate of that person's attorney of the efforts made to resolve any claim of undue burden.

(5) If a motion is made under division (C)(3)(c) or (C)(3)(d) of this rule, the court shall quash or modify the subpoena unless the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated.

(D) Duties in responding to subpoena

(1) A person responding to a subpoena to produce documents shall, at the person's option, produce them as they are kept in the usual course of business or organized and labeled to correspond with the categories in the subpoena. A person producing documents pursuant to a subpoena for them shall permit their inspection and copying by all parties present at the time and place set in the subpoena for inspection and copying.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials under Civ.R. 26(B)(3) or (4), the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.



c

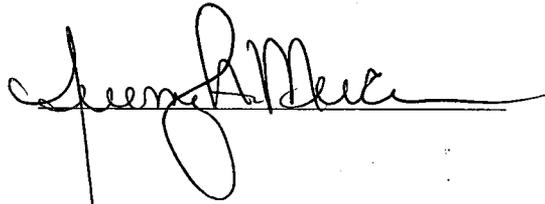
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
**PETITION FOR ISSUANCE OF A COMMISSION TO TAKE OUT OF STATE
DEPOSITION** is being served, by U.S. mail, first class postage prepaid, this 18th day of June,
2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



JUN 18 2003

COOS O.S. 1800

WITNESSED BY
JUN 18 2003

FILED

JUN 20 2003

0/9:59 a.m.
William A. Shaw
Prothonotary

1 cc to ~~WAS~~ *WAS*

Prothonotary
William A. Shaw
JUN 20 2003

FILED

JUN 20 2003

William A. Shaw
Prothonotary

2/1/03
100 E. 20th

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

**PRELIMINARY OBJECTIONS
TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of Defendants:

DuBois Regional Medical Center and
Raymond Graeca

Counsel of Record for this Party:

Henry M. Casale
Pa. Atty. License No. 42066
Daniel M. Mulholland III
Pa. Atty. License No. 28806

Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740

FILED

JUN 23 2003

m/1:35/wj

William A. Shaw
Prothonotary

No. CENT COPIES

128705.1

**IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA**

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D., and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	
)	

**PRELIMINARY OBJECTIONS
OF DUBOIS REGIONAL MEDICAL CENTER AND RAYMOND GRAECA**

Defendants Dubois Regional Medical Center ("DRMC") and Raymond Graeca ("Mr. Graeca"), by their undersigned attorneys, preliminary object to Plaintiff's Complaint pursuant to Pa. R.C.P. 1028 as follows:

A. FAILURE TO STATE A CLAIM

1. Plaintiff initiated this action by filing a Complaint on June 2, 2003.

2. The Complaint alleges in Count II that DRMC and Mr. Graeca tortiously interfered with employment contracts between Plaintiff and Defendants Reese and Ambrose ("the Employment Contracts").

3. The Employment Contracts, which are attached as exhibits to the Complaint, are terminable at will by either party upon written notice to the other.
4. In addition, Drs. Reese and Ambrose may be released from non-competition covenants contained in the Employment Contracts upon payment of liquidated damages specified in the Employment Contracts.
5. Pennsylvania law is clear that a cause of action for tortious interference with a present contract will not be actionable if the contract in question is terminable at will by either party. Albee Homes, Inc. v. Caddie Homes, Inc., 207 A.2d 768 (Pa. 1965).

WHEREFORE, DRMC and Mr. Graeca respectfully request this Court to dismiss Count II of the Complaint.

B. LACK OF SUBJECT MATTER JURISDICTION

6. DRMC and Mr. Graeca incorporate paragraphs 1 through 5 above as if fully stated herein.
7. Plaintiff is seeking injunctive relief in Counts I through IV of the Complaint that would prohibit Drs. Reese and Ambrose from continuing to provide cardiology services to or at DRMC other than as employees of Plaintiff.
8. As stated above, the Employment Contracts of Drs. Reese and Ambrose with the Plaintiff are terminable at will, and Drs. Reese and Ambrose may be released from their non-competition covenants upon payment of liquidated damages to Plaintiff as specified in the Employment Contracts.

9. Where parties expressly agree on a measure of damages injunctive relief is inappropriate. Worldwide Auditing Services, Inc. v. Richter, 587 A.2d 772 (Pa. Super. 1991).
10. This Court lacks subject matter jurisdiction in equity to grant the injunctive relief requested by Plaintiff. Standard Pa. Practice, § 83:369.

WHEREFORE, DRMC and Mr. Graeca respectfully request this Court to dismiss Counts I through IV of the Complaint.

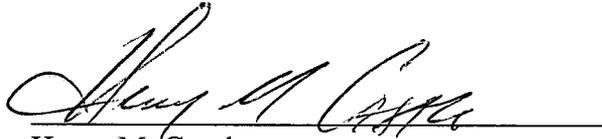
C. FAILURE TO STATE A CLAIM

11. DRMC and Mr. Graeca incorporate paragraphs 1 through 10 above as if fully stated herein.
12. For the reasons stated in paragraphs 7 through 10, Counts I through IV fail to state a claim for which relief can be granted.

WHEREFORE, DRMC and Mr. Graeca respectfully request this Court to dismiss Counts I through IV of the Complaint.

Dated: June 20, 2003

Respectfully submitted,



Henry M. Casale
Pa. Atty. License No. 42066
Horty, Springer & Mattern, P.C.
4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740

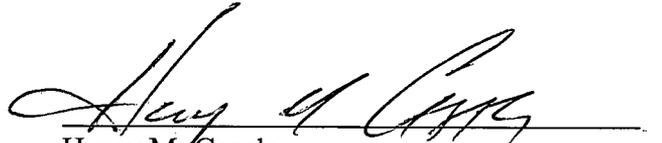
Attorneys for Defendants
DuBois Regional Medical Center and
Raymond Graeca

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing document has been served on the following attorneys by First Class United States Mail, postage pre-paid, and via e-mail or facsimile this 20th day of June 2003:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esquire
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462


Henry M. Casale

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DUBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No. 2003-00805-CD
)
)
) **STIPULATION**
)
) Filed on Behalf of All Parties:
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FILED

JUN 23 2003

William A. Shaw
Prothonotary

118

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

)))
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)))
)

No. 2003-00805-CD

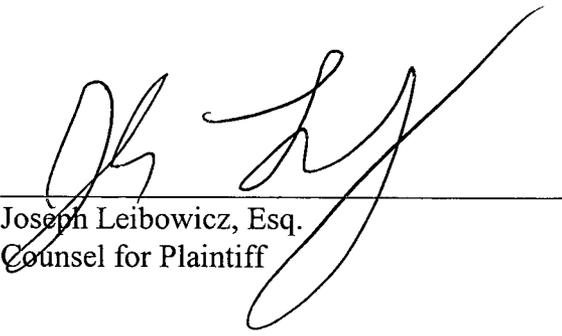
vs.

DUBOIS REGIONAL MEDICAL CENTER
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

STIPULATION

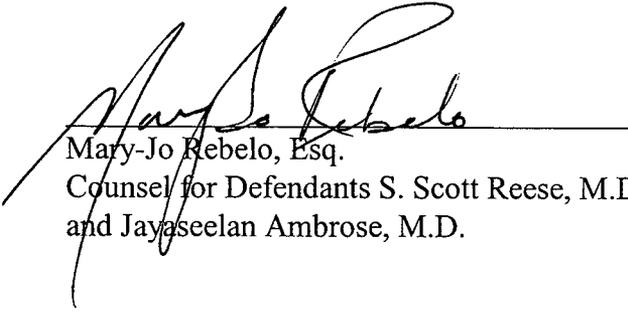
The parties, by and through undersigned counsel, stipulate the entry of the attached Order.



Joseph Leibowicz, Esq.
Counsel for Plaintiff



Daniel M. Mulholland III, Esq.
Counsel for Defendants DuBois Regional
Medical Center and Raymond Graeca



Mary-Jo Rebelo, Esq.
Counsel for Defendants S. Scott Reese, M.D.
and Jayaseelan Ambrose, M.D.

Date: June _____, 2003

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

)))
)))
)))
)

No. 2003-00805-CD

vs.

DUBOIS REGIONAL MEDICAL CENTER
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

**QUALIFIED PROTECTIVE ORDER GOVERNING
CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

Pursuant to stipulation of the parties and good cause appearing therefor,

IT IS HEREBY ORDERED:

1. This Order shall govern all documents and other materials used or disclosed by parties or non-parties in connection with this action which constitute Protected Health Information, as that term is defined in the Privacy Regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, 45 C.F.R. Parts 160 and 164 ("the Privacy Regulations"), and any copies,

summaries, pleadings, testimony or transcripts containing quotations therefrom or references thereto (hereinafter referred to as "Protected Health Information"). This Order is intended to constitute a "qualified protective order" as described in 45 C.F.R. ' 164.512(e).

2. Any party preparing, serving or filing any document containing or referring to Protected Health Information shall mark such documents "Protected Health Information." With respect to any deposition at which Protected Health Information is the subject of examination, any party or third party may invoke this Order by stating on the record during the taking of the deposition that some or all of the examination is Protected Health Information. All copies of any transcript of a deposition, the exhibits to any deposition, or any portion thereof, which a party or third party has designated Protected Health Information, in whole or in part, shall be marked by the court reporter "Protected Health Information."
3. Protected Health Information used or disclosed in this action shall not be used or disclosed for any purpose other than this action, except as otherwise permitted by the Privacy Regulations.
4. Upon final termination of this action, each party and person shall return all Protected Health Information, including all copies thereof, to the party who originally disclosed the Protected Health Information. Upon termination of this action and all appeals therefrom, all Protected Health Information filed with the Court pursuant to Paragraph 3 of this Order shall be returned directly to the party who originally disclosed the Protected Health Information by the Court.
5. No part of the restrictions imposed by this Order may be terminated, except by stipulation executed by counsel of record for the party who originally made the disclosure of Protected Health Information or in accordance with Paragraph 6. The provisions of this Order, insofar as they restrict the use or disclosure of

Protected Health Information, shall continue to be binding after the termination of this action, unless the Court orders otherwise.

6. Any party may object to the Protected Health Information designation of any material by serving written notice of objection on all parties, specifying with reasonable particularity the materials to which objection is made. The party maintaining the Protected Health Information shall file a motion for determination by the Court within 10 days. The issue of whether the material is Protected Health Information shall be preserved pending resolution of the issue by the Court.
7. The fact that any information is disclosed or produced in discovery or offered or admitted into evidence at any hearing or trial shall not be construed as a waiver in any other context or proceeding before any court, agency or tribunal as evidence of whether such information is or is not confidential or proprietary.

DATE:

June 23, 2003

[Signature], J.

FILED

lecc

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JUN 23 2003 ~~AM~~

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,

RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No 2003-00805-CD
)
)
)

) **NOTICE OF DEPOSITION**
) **DIRECTED TO KAREN COLLINS**
)
)

) Filed on Behalf of Plaintiff:
)
)

) West Penn Cardiology Associates, P.C.
)
)

) Counsel of Record for this Party:
)
)

) Joseph Leibowicz, Esquire
) Pa. I.D. No. 64365
)

) Edward V. Weisgerber, Esquire
) Pa. I.D. No. 28060
)

) Jeremy A. Mercer, Esquire
) Pa. I.D. No. 86480
)
)

) Kirkpatrick & Lockhart LLP
) Henry W. Oliver Building
) 535 Smithfield Street
) Pittsburgh, PA 15222
) Tel: 412-355-6500
) Fax: 412-355-6501
)
)

) Carl A. Belin, Jr., Esquire
) Pa. I.D. No. 06805
)
)

) Belin & Kubista
) 15 North Front Street
) P.O. Box 1
) Clearfield, PA 16830
) Tel: 814-765-8972
) Fax: 814-765-9893
)
)

FILED

JUN 24 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

NOTICE OF DEPOSITION DIRECTED TO KAREN COLLINS

TO:	Henry M. Casale, Esq. Horty Springer & Mattern, P.C. 4614 5 th Avenue Pittsburgh, PA 15213-3663	Mary-Jo Rebelo, Esq. Houston & Harbaugh Two Chatham Center, 12 th Floor Pittsburgh, PA 15219-3462
	R. Edward Ferraro, Esq. Ross F. Ferraro, Esq. 690 Main Street Brockway, PA 15824	

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Plaintiff West Penn Cardiology Associates, P.C., a Pennsylvania professional corporation (“WPCA”), will take the deposition of Karen Collins, upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Belin & Kubista, 15 North Front Street, Clearfield, Pennsylvania, 16830 at 12:00 p.m.

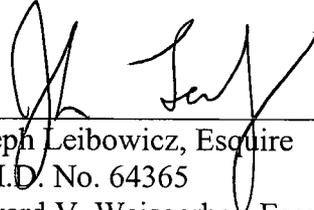
(noon) on Friday, July 18, 2003, and will continue from day to day until complete, on all matters not privileged which are related to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear, produce documents, and submit to examination as set forth in the attached Subpoena To Attend And Testify Directed to Karen Collins.

All counsel are invited to attend and participate as is appropriate.

Dated: June 23, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
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Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

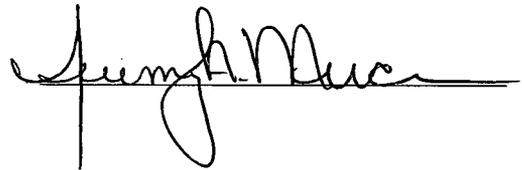
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO KAREN COLLINS** is being served, U.S. Mail, first class, postage prepaid, this 23 day of June, 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



FILED No. cc

P/3:21 2003
JUN 24 2003

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

FILED

JUN 24 2003

William A. Shaw
Prothonotary

NOTICE

To William J. Polito:

The enclosed subpoena is served pursuant to Pennsylvania Rule of Civil Procedure 234.2(b)(3). Complete the acknowledgment part of this form and return the copy of the completed form to the sender in the enclosed self-addressed stamped envelope.

Sign and date the acknowledgment. If you are served on behalf of a partnership, unincorporated association, corporation or similar entity, indicate under your signature your relationship to that entity. If you are served on behalf of another person and you are authorized to receive the subpoena, indicate under your signature your authority.

Date Notice Mailed: June 13, 2003

Party serving subpoena or Attorney for Party

ACKNOWLEDGMENT OF RECEIPT OF SUBPOENA

I acknowledge receipt of a copy of the subpoena in the above captioned matter.

Date:

6/20/03

Signature

President/CEO

Relationship to entity or authority to receive the subpoena

FILED

JUN 24 2003

013:23840

~~87~~

NO
CC

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY ASSOCIATES,
P.C.,

No. 2003-00805-CD

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA, S. SCOTT REESE,
M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

**DEFENDANTS REESE'S AND
AMBROSE'S PRELIMINARY
OBJECTIONS TO PLAINTIFF'S
COMPLAINT**

Filed on Behalf of Defendants:

S. Scott Reese, M.D. and Jayaseelan
Ambrose, M.D.

Counsel of Record for this Party:

Mary-Jo Rebelo, Esquire
P.A. I.D. # 53539

HOUSTON HARBAUGH
Two Chatham Center
Twelfth Floor
Pittsburgh, PA 15219-3463

(412) 281-5060

FILED

JUN 24 2003

William A. Shaw
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY ASSOCIATES, No. 2003-00805-CD
P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA, S. SCOTT REESE,
M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

**DEFENDANTS REESE’S AND AMBROSE’S PRELIMINARY OBJECTIONS
TO PLAINTIFF’S COMPLAINT**

AND NOW come Defendants, S. Scott Reese, M.D. (“Reese”) and Jayaseelan Ambrose, M.D. (“Ambrose”), by and through their counsel, Houston Harbaugh, P.C., and file the within Preliminary Objections to the Complaint in Equity filed by Plaintiff, and in support thereof state the following:

I. INTRODUCTION

1. This action arises out of Reese’s and Ambrose’s relationships as employees, shareholders, and directors of Plaintiff West Penn Cardiology Associates, P.C. (“WPCA”), which is a cardiology group operating in Clearfield County.

2. In its Complaint, WPCA alleges that this case arises from a scheme in which Reese and Ambrose have conspired with DuBois Medical Center (“DRMC”) and its Chief Executive, Raymond Graeca (“Graeca”), to “steal” the cardiology practice from WPCA “in breach of their respective contractual and common law obligations” to WPCA. (Complaint, ¶ 1).

3. Both Reese and Ambrose have been employed by WPCA for the past few years pursuant to written employment contracts. (Complaint, ¶¶ 10, 15). A copy of Reese’s

Employment Contract (the "Reese Contract") is attached to the Complaint as Exhibit A. A copy of Ambrose's Employment Contract (the "Ambrose Contract") is attached to the Complaint as Exhibit B.

4. The Reese Contract and Ambrose Contract contain non-compete clauses, providing that while employed by WPCA and for a period of 24 months thereafter, Reese and Ambrose will not compete with WPCA within a defined area. (Complaint, ¶¶ 13, 18; Reese Contract, § 5(A)(i); Ambrose Contract, § 5(A)).

5. Importantly, however, the employment contracts contain liquidated damages provisions and provide that Reese and Ambrose would be allowed to compete with WPCA after leaving WPCA's employ upon paying certain sums of money to WPCA. (Complaint, ¶¶ 13, 18). Specifically, the Reese Contract and the Ambrose Contract, respectfully, provide as follows:

Notwithstanding the foregoing provisions of this Section 5A hereof, Reese may be excused from the restrictions in 5A(i) and may compete with [WPCA] upon payment to [WPCA] of an amount equal to \$500,000, less any goodwill value of the Company calculated according to Paragraph 4B of the Amended Restated Stock Transfer Restriction Agreement of February 1998... Payment in immediately available funds must be made prior to the commencement of such competition. (Complaint, ¶ 13; Reese Contract, § 5(A)(ii)).

Notwithstanding the foregoing provisions of this Section 5A hereof, [Ambrose] may compete with [WPCA] upon payment to [WPCA] of an amount equal to \$250,000 in immediately available funds prior to the commencement of such competition. (Complaint ¶ 18; Ambrose Contract, § 5(A)).

6. WPCA alleges that on April 13, 2003, Reese and Ambrose gave separate written notices to WPCA, informing WPCA that they were leaving WPCA's employ in 90 days. (Complaint, ¶ 42).

7. WPCA further alleges that Reese and Ambrose also informed WPCA that they were going to "buy-out" the non-competition provisions of their respective employment

contracts. (Complaint, ¶ 43). Reese and Ambrose allegedly expressed an intention to continue practicing cardiology in the DuBois area. (Complaint, ¶ 43).

8. The Reese Contract and Ambrose Contract also contain identical arbitration provisions, which state the following:

Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be exclusively or conclusively settled by arbitration in the City of Pittsburgh, Pennsylvania, in accordance with the then prevailing rules of the American Arbitration Association, and a judgment upon the award may be entered in any court having jurisdiction thereof.

(Reese Contract, ¶ 14; Ambrose Contract, ¶ 14).

9. On or about May 30, 2003, WPCA filed a Complaint in Equity¹ against DRMC, Graeca, Reese, and Ambrose, asserting the following claims:

a. Count I (WPCA v. DRMC) asserts a breach of contract claim against DRMC based upon alleged breaches of various provisions of a Service Agreement between WPCA and DRMC;

b. Count II (WPCA v. DRMC and Graeca) asserts a tortious interference claim against DRMC and Graeca based upon DRMC's and Graeca's alleged interferences with DRMC's employment contracts with Reese and Ambrose;

c. Count III (WPCA v. Reese and Ambrose) asserts a breach of fiduciary duty claim against Reese and Ambrose, alleging that Ambrose and Reese breached fiduciary duties to WPCA by encouraging DRMC not to renew its Services Contract with WPCA;

d. Count IV (WPCA v. DRMC, Graeca, Reese, and Ambrose) asserts a civil conspiracy claim against all defendants based upon defendants' alleged "conspiracy" to provide cardiology services in Dubois in competition with WPCA, with the "goal of breaching the Services Contract and the employment contracts [i.e., the Reese Contract and the Ambrose Contract];" and

e. Count V (WPCA v. Reese) asserts a request for declaratory judgment and an injunction, requesting the Court to enjoin Reese's termination of his employment contract prior to December 31, 2003, or until the Court or the American Arbitration Association ("AAA") has the ability to resolve this issue,

¹ WPCA simultaneously filed a Motion for Preliminary Injunction and supporting Brief arising out of the matters set forth in the Complaint.

and to prohibit Reese from competing with WPCA until this Court or the AAA has resolved this issue.

9. WPCA requests this Court to issue a variety of injunctive relief, including that “Reese and Ambrose, except as employees of WPCA, be preliminarily and permanently enjoined from, directly or indirectly, performing Professional Cardiac Catheterization Services at DRMC or at any location that would be reasonably included in the scope of the non-competition provision of their respective employment contracts.” (Complaint, ¶¶ 95(g), 112(j)).

10. Reese and Ambrose now file these Preliminary Objections to WPCA’s Complaint, requesting this Court to dismiss WPCA’s claims against Reese and Ambrose pursuant to Pa.R.C.P. 1028(a)(1) so that the parties may arbitrate this matter before the AAA as agreed by WPCA, Reese, and Ambrose in the Reese Contract and the Ambrose Contract.

11. In the alternative, Reese and Ambrose request this Court to certify the claims against Reese and Ambrose to the law side of this Court pursuant to Pa.R.C.P. 1059(c), as WPCA has waived rights to equitable relief arising out of the non-compete clauses contained in Reese’s and Ambrose’s respective employment contracts upon payment of liquidated damages in the form of “buy-outs.”

II. PRELIMINARY OBJECTION PURSUANT TO Pa.R.C.P. 1028(a)(1)

12. Paragraphs 1 through 11 of these Preliminary Objections are incorporated by reference as though set forth fully herein.

13. Jurisdiction over WPCA’s claims against Reese and Ambrose lies with the AAA, rather than this Court.

14. Pa.R.C.P. 1028(a)(1) provides that preliminary objections may be based upon lack of jurisdiction of over the subject matter of the action or the person of the defendant, improper venue, or improper form or service of a writ of summons or a complaint.

15. As set forth above, both the Reese Contract and the Ambrose Contract contain arbitration provisions, stating that “[a]ny controversy or claim arising out of or relating to this Agreement or the breach thereof shall be exclusively or conclusively settled by arbitration in the City of Pittsburgh, Pennsylvania.” (Reese Contract, ¶ 14; Ambrose Contract, ¶ 14) (emphasis added). The arbitration shall be conducted by AAA rules. (*Id.*).

16. In Pennsylvania, “when the parties agree to arbitration in a clear and unmistakable manner, then every reasonable effort will be made to favor such agreements.” *Dickler v. Shearson Lehman Hutton, Inc.*, 596 A.2d 860, 863 (Pa. Super. 1991) (appeal denied at 616 A.2d 984), citing *Emmaus Mun. Auth. v. Eltz*, 204 A.2d 926, 927 (Pa. 1964) and *Hassler v. Columbia Gas Transmission Corp.*, 464 A.2d 1354, 1356 (Pa. Super. 1983). Indeed, as the Pennsylvania Supreme Court observed, agreements to settle disputes by arbitration are not only valid but favored by state statute. *Borough of Ambridge Water Authority v. Columbia*, 328 A.2d 498, 500 (Pa. 1974).

17. As to issues of arbitrability, the parties’ intentions must be generously construed. *Sigmond v. Phillips & Brooke, P.C.*, 2003 WL 1848573, *6 (Pa. Com. Pl. 2003), citing *Mitsubishi Motors v. Soler Chrysler-Plymouth*, 473 U.S. 614, 105 S.Ct. 3346, 3354 (1985).

18. Furthermore, interpretation of an arbitration provision is controlled by rules of contractual construction. Therefore, proper interpretation of a contract “is a question of law. [T]he ultimate goal is to ascertain and give effect to the intent of the parties as reasonably manifested by the language of their written agreement.” *Liddle v. Scholze*, 768 A.2d 1183, 1185 (Pa. Super. 2001)(citations omitted).

19. Pennsylvania courts have consistently observed that the “any controversy” language set forth in the employment contracts at issue is extremely broad in its scope, and that such language favors arbitration. *Dickler*, 596 A.2d at 863, citing *Flightways Corp. v. Keystone*

Helicopter Corp. 331 A.2d 184, 185 (Pa. 1975) (the Pennsylvania Supreme Court stated that “[b]roader language would be difficult to contrive”).

20. Applying these standards to the present case, clearly there are valid arbitration clauses and the disputes involved here are within the scope of these clauses. Additionally, arbitration clauses such as the clauses at issue encompass equitable relief. Dickler, at 864; Sigmond, *supra*, at *6.

21. All claims asserted against Reese and Ambrose by WPCA “arise out of or relate to” the Reese Contract and the Ambrose Contract and/or alleged breaches of such contracts. Accordingly, this Court should give effect to the clear and unambiguous language set forth in the parties’ agreements and dismiss the claims against Reese and Ambrose so that the parties may arbitrate their disputes before the AAA in accordance with their agreements to do so.

WHEREFORE, Defendants S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D. respectfully request this Honorable Court to dismiss Counts III, IV, and V of the Complaint so that the parties may arbitrate the claims set forth in such Counts before the AAA.

III. PRELIMINARY OBJECTIONS PURSUANT TO Pa.R.C.P. 1509(c)

22. Paragraphs 1 through 21 of these Preliminary Objections are incorporated by reference as though set forth fully herein.

23. In the event that this Court determines that WPCA’s claims against Reese and Ambrose should not be dismissed and determined by the AAA, then Reese and Ambrose assert, in the alternative, that this Court should certify the claims against Reese and Ambrose to the law side of this Court pursuant to Pa.R.Civ.P. 1509(c).

24. Pa.R.Civ.P. 1509(c) states the following:

The objection of the existence of a full, complete and adequate non-statutory remedy at law shall be raised by preliminary objection. If the objection is sustained, the court shall certify the action to the law side of the court. If not so pleaded, the objection is waived.

25. Equity will not attach where there is an adequate remedy at law. Denny v. Cavalieri, 443 A.2d 333, FN 1 (Pa. Super. 1982), citing Herr Abstract Company v. Vance, 425 A.2d 444 (Pa. Super. 1980).

26. If the objection of an adequate remedy at law is raised by the defendant and sustained as valid, the court is given no option. The certification to the law side of the court is mandatory. Id., citing Goodrich-Amram 2d, Vol. 5, p. 125; Klemow v. Time, Inc., 352 A.2d 12 (Pa. 1976).

27. With respect to its claim against Ambrose and Reese, a full, complete and adequate non-statutory remedy at law is available to WPCA.

28. The non-compete provisions in the Reese Contract and the Ambrose Contract contain “buy-out” clauses, which provide Ambrose and Reese with the ability to compete against WPCA upon payment of certain amounts to WPCA. (Complaint, ¶¶ 13, 18; Reese Contract, § 5(A)(ii); Ambrose Contract, § 5(A)).

29. The sums set forth in the “buy-out” clauses constitute liquidated damages payable to WPCA in exchange for its waiver of the non-compete provisions in the employment contracts. See Temple University of the Commonwealth System of Higher Education v. Johanson, 2001 WL 1807410 (Pa. Com. Pl. 2001).

30. As WPCA, Reese, and Ambrose specifically agreed to a measure of damages by setting forth specific sums in the “buy-out” clauses, they expressly provided an adequate remedy for any violations of the non-compete provisions in the Reese Contract and Ambrose Contract. As such, injunctive relief, as an equitable remedy, would be inappropriate. Worldwide Auditing Services, Inc. v. Richter, 587 A.2d 772, FN 1 (Pa. Super. 1991).

31. WPCA's claims against Reese and Ambrose clearly arise out of Reese's and Ambrose's alleged plans to compete with WPCA in Dubois in violation of the non-compete clauses set forth in the Reese Contract and Ambrose Contract.

32. Since the contracts in issue contain liquidated damages provisions which provide WPCA with a full, complete and adequate non-statutory remedy at law, this Court should certify WPCA's claims against Reese and Ambrose to the law side of this Court in accordance with Pa.R.C.P. 1509(c).

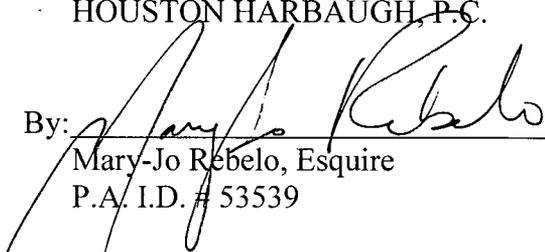
WHEREFORE, Defendants S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D. respectfully request this Honorable Court to dismiss Counts III, IV, and V of the Complaint so that the parties may arbitrate the claims set forth in such Counts before the AAA. In the alternative, Defendants S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D. respectfully request this Honorable Court to certify Counts III, IV, and V of the Complaint to the law side of this Court.

Respectfully submitted,

HOUSTON HARBAUGH, P.C.

Date: June 23, 2003

By:


Mary-Jo Rebelo, Esquire
P.A. I.D. # 53539

HOUSTON HARBAUGH
Two Chatham Center
Twelfth Floor
Pittsburgh, PA 15219-3463
(412) 281-5060

Attorneys for Defendants,
S. Scott Reese, M.D. and Jayaseelan Ambrose,
M.D.

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA**

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY ASSOCIATES, No. 2003-00805-CD
P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA, S. SCOTT REESE,
M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

ORDER

AND NOW, on this _____ day of _____, 2003, upon consideration of the Preliminary Objections to Plaintiff's Complaint filed by Defendants, S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D., is hereby ORDERED, ADJUDGED, and DECREED that the Preliminary Objections are SUSTAINED and that Counts III, IV, and V of the Complaint are dismissed, without prejudice. The parties shall submit their claims to arbitration in Pittsburgh, Pennsylvania, in accordance with the prevailing rules of the American Arbitration Association.

BY THE COURT:

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Defendants Reese's and Ambrose's Preliminary Objections to Plaintiff's Complaint was served June 23, 2003 on the following counsel of record:

Joseph Leibowicz, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
(via E-Mail & U.S. Mail)

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(via U.S. Mail)

Daniel M. Mulholland, Esquire
Horty Spinger & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
(via E-Mail and U.S. Mail)

R. Edward Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824
(via U.S. Mail)

Toni Cherry, Esquire
Gleason, Cherry & Cherry, LLP
P.O. Box 505
Dubois, PA 15801-0505
(via U.S. Mail)


Mary-Jo Rebelo

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JUN 24 2003

ice

Att'y Rebels

William A. Shaw
Prisonetary

[Handwritten signature]

Toni Cherry, Esquire
GLEASON CHERRY & CHERRY LLP
P.O. Box 505
DuBois, PA 15801-0505

Carl A. Belin, Jr., Esquire
BELIN & KUBISTA
15 North Front Street
P.O. Box 1
Clearfield, PA 16830



Gregory M. Kruk, Esquire

FILED

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2005

William A. Shaw
Prothonotary

FILED

JUN 26 2003

m/10:40/w
William A. Shaw
Prothonotary

1 cert to Att. ⁶⁰
[Signature]

HORTY, SPRINGER & MATTERN

ATTORNEYS AT LAW

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4614 FIFTH AVENUE, PITTSBURGH, PA 15213

TELEPHONE: (412) 687-7677

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JOHN HORTY
LINDA HADDAD
BARBARA A. BLACKMOND
DANIEL M. MULHOLLAND III
CHARLOTTE S. JEFFERIES
HENRY M. CASALE
PAUL A. VERARDI
ALAN J. STEINBERG
SUSAN M. LAPENTA
LAUREN M. MASSUCCI
NICHOLAS J. CALABRESE
LEEANNE MITCHELL O'BRIEN
MONICA J. HANSLOVAN
RACHEL E. REMALEY
PHILIP W. ZARONE

ERIC W. SPRINGER (OF COUNSEL)
CLARA L. MATTERN (1931-1981)

June 24, 2003

William Shaw
Prothonotary/Clerk of Courts
Clearfield County Court of Common Pleas
P.O. Box 549
Clearfield, PA 16830

Re: West Penn Cardiology v. DuBois Regional Medical Center,
No. 2003-00805-CD

Dear Mr. Shaw:

Enclosed please find a written praecipe containing my entry of appearance in the above-captioned matter. Please file this with your office, so that I will officially be entered as counsel for defendants DuBois Regional Medical Center and Raymond Graeca, along with Henry M. Casale and Daniel M. Mulholland III from my office.

I have also enclosed a self-addressed, stamped envelope. In order to confirm the file date of my entry of appearance, please send me a stamped copy of the document filed with your office, showing the effective date.

William Shaw
June 24, 2003
Page 2

Thank you. Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Monica J. Hanslovan", with a long horizontal flourish extending to the right.

Monica J. Hanslovan

MJH/dmc

Enclosures

128825.01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

FILED

JUN 30 2003

William A. Shaw
Prothonotary

NOTICE OF DEPOSITION DIRECTED TO LARRY HURWITZ, M.D.

TO: Joseph Leibowicz, Esq.
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esq.
Houston Harbaugh
Two Chatham Center, 12th Floor
Pittsburgh, PA 15219-3462

Carl A. Belin Jr., Esq.
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Defendants DuBois Regional Medical Center and Raymond Graeca will take the deposition of Larry Hurwitz, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick &

24

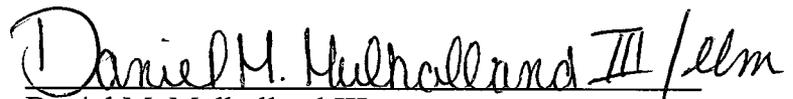
Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, on Tuesday, July 22, 2003, at 9:30 a.m., and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066
Monica J. Hanslovan
Pa. Atty. License No. 88297

4614 Fifth Avenue
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Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO LARRY HURWITZ, M.D.** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
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Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in cursive script, appearing to read "Henry W. Oliver", is written over a horizontal line.

FILED

M 11:30 AM
JUN 30 2003

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CS

William A. Shaw
Prothonotary

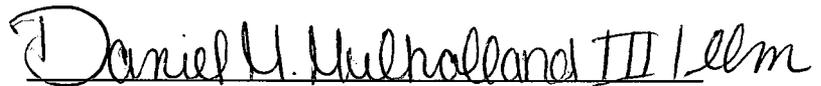
Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, on Wednesday, July 23, 2003, at 9:30 a.m., and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066
Monica J. Hanslovan
Pa. Atty. License No. 88297

4614 Fifth Avenue
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Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

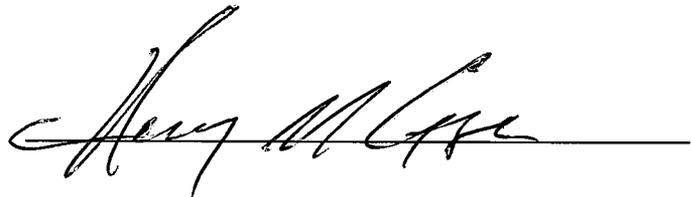
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO RALPH FITZ, M.D.** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in cursive script, appearing to read "Mary-Jo Rebelo", is written over a horizontal line.

FILED

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JUN 30 2003

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William A. Shaw
Prothonotary

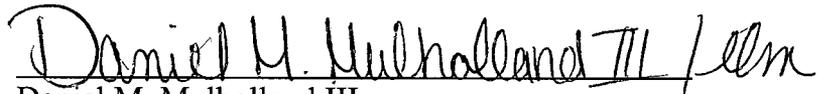
LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, on Wednesday, July 23, 2003, at 1:30 p.m., and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066
Monica J. Hanslovan
Pa. Atty. License No. 88297

4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO PAMELA MEYER** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in cursive script, appearing to read "Amy M. Coe", written over a horizontal line.

FILED

JUN 30 2003

William A. Shaw
Prothonotary

WAS
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

FILED

JUN 30 2003

William A. Shaw
Prothonotary

NOTICE OF DEPOSITION DIRECTED TO LeROY MOORE, M.D.

TO:

Joseph Leibowicz, Esq.
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esq.
Houston Harbaugh
Two Chatham Center, 12th Floor
Pittsburgh, PA 15219-3462

Carl A. Belin Jr., Esq.
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Defendants DuBois Regional Medical Center and Raymond Graeca will take the deposition of LeRoy Moore, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick &

427

9

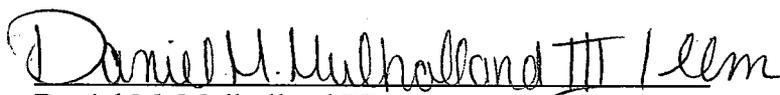
Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, on Friday, July 25, 2003, at 9:30 a.m., and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066
Monica J. Hanslovan
Pa. Atty. License No. 88297

4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO LeROY MOORE, M.D.** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in cursive script, appearing to read "Henry W. Oliver", is written over a horizontal line.

FILED

M 10:30 AM
JUN 30 2003

NO
cc
[Signature]

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D., and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

FILED

JUN 30 2003

William A. Shaw
Prothonotary

NOTICE OF DEPOSITION DIRECTED TO JEFFREY GARRETT, M.D.

TO:

Joseph Leibowicz, Esq.
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Mary-Jo Rebelo, Esq.
Houston Harbaugh
Two Chatham Center, 12th Floor
Pittsburgh, PA 15219-3462

Carl A. Belin Jr., Esq.
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830

PLEASE TAKE NOTICE that, pursuant to applicable Pennsylvania Rules of Civil Procedure, Defendants DuBois Regional Medical Center and Raymond Graeca will take the deposition of Jeffrey Garrett, M.D., upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick &

28

Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, on Friday, July 25, 2003, at 1:30 p.m., and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066
Monica J. Hanslovan
Pa. Atty. License No. 88297

4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

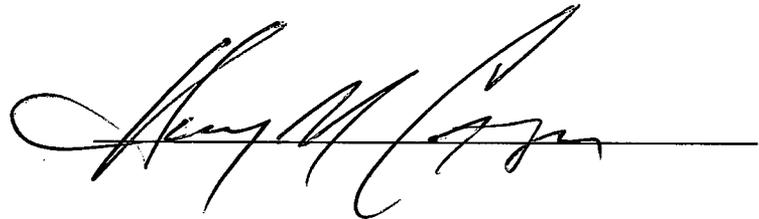
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO JEFFREY GARRETT, M.D.** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



FILED

M 10:30 AM
JUN 30 2003

NO cc
[Signature]

William A. Shaw
Prothonotary

PLEASE TAKE NOTICE that, pursuant to Rule 4007.1(e) of the Pennsylvania Rules of Civil Procedure, Defendants DuBois Regional Medical Center ("DRMC"), a Pennsylvania non-profit corporation, and Raymond Graeca, President and Chief Executive Officer at DRMC, will take the deposition of Plaintiff West Penn Cardiology Associates, P.C. ("WPCA"), upon oral examination for the purpose of discovery or for use at trial, or for both purposes, before a person so authorized at the offices of Kirkpatrick & Lockhart LLP, Henry W. Oliver Building, 535 Smithfield Street, Pittsburgh, PA 15222, at a time mutually agreeable to counsel for the parties, but in no event later than seven (7) days before the preliminary injunction hearing, and will continue from day to day until complete, on all matters not privileged which are relevant and material to the issues and subject matter involved in the above-captioned action, and that the named individual is requested to appear and submit to examination.

WPCA is hereby directed to designate one or more officers, directors, managing agents or other persons who consent to testify on its behalf. Said person or persons shall be qualified to testify as to matters known to or reasonably available to WPCA regarding the subject matters described in Counts I - IV of the Complaint.

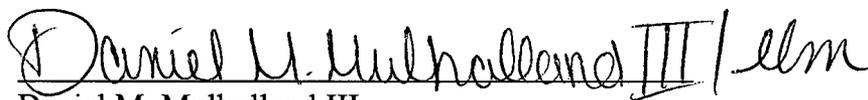
If more than one person is designated by WPCA to testify on its behalf, WPCA should notify counsel for DRMC at least seven (7) days in advance of the deposition of the matters regarding which each person designated shall testify.

All counsel are invited to attend and participate as is appropriate.

Dated: June 27, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.

 Daniel M. Mulholland III / elm

Daniel M. Mulholland III

Pa. Atty. License No. 28806

Henry M. Casale

Pa. Atty. License No. 42066

Monica J. Hanslovan

Pa. Atty. License No. 88297

4614 Fifth Avenue

Pittsburgh, PA 15213

Tel: 412-687-7677

Fax: 412-687-7692

R. Edward Ferraro

Pa. Atty. License No. 05880

Ross F. Ferraro

Pa. Atty. License No. 79218

Ferraro & Young

690 Main Street

Brockway, PA 15824

Tel: 814-268-2202

Fax: 814-265-8740

Attorneys for Defendants,

DuBOIS REGIONAL MEDICAL CENTER and

RAYMOND GRAECA

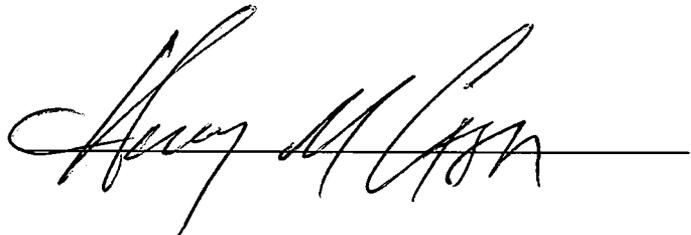
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing **NOTICE OF DEPOSITION DIRECTED TO WEST PENN CARDIOLOGY ASSOCIATES, P.C.** is being served, via hand delivery, this 27th day of June, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

A handwritten signature in cursive script, appearing to read "Henry W. Oliver", is written over a horizontal line.

FILED

MJD:SDP
JUN 30 2003

NO
CC
BY

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.

Defendants.

) No. 2003-00805-CD

)
) **WITHDRAWAL OF NOTICE OF**
) **DEPOSITION DIRECTED TO**
) **DuBOIS REGIONAL MEDICAL**
) **CENTER**

) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

FILED

JUL 16 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY	)	No. 2003-00805-CD
ASSOCIATES, P.C.,)	
)	
Plaintiff,)	
)	
vs.)	
)	
DuBOIS REGIONAL MEDICAL)	
CENTER,)	
RAYMOND GRAECA,)	
S. SCOTT REESE, M.D. and)	
JAYASEELAN AMBROSE, M.D.,)	
)	
Defendants.)	

**WITHDRAWAL OF NOTICE OF DEPOSITION
DIRECTED TO DuBOIS REGIONAL MEDICAL CENTER**

TO:	Henry M. Casale, Esq. Horty Springer & Mattern, P.C. 4614 5 th Avenue Pittsburgh, PA 15213-3663	Mary-Jo Rebelo, Esq. Houston & Harbaugh Two Chatham Center, 12 th Floor Pittsburgh, PA 15219-3462
	R. Edward Ferraro, Esq. Ross F. Ferraro, Esq. 690 Main Street Brockway, PA 15824	Toni Cherry, Esq. Gleason, Cherry & Cherry, LLP P.O. Box 505 DuBois, PA 15801-0505

PLEASE TAKE NOTICE that Plaintiff West Penn Cardiology Associates, P.C., by and through its counsel Kirkpatrick and Lockhart LLP, hereby serves notice of its Withdrawal of Notice of Deposition Directed to DuBois Regional Medical Center dated May 30, 2003. This

withdrawal notice is without prejudice to issuance of a new Notice of Deposition at a future date in this litigation.

Dated: July 14, 2003

Respectfully Submitted,

KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805

Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Attorneys for Plaintiff,
WEST PENN CARDIOLOGY ASSOCIATES, P.C.

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
**WITHDRAWAL OF NOTICE OF DEPOSITION DIRECTED TO DuBOIS REGIONAL
MEDICAL CENTER** is being served, via hand delivery, this 17th day of July, 2003 upon the
following:

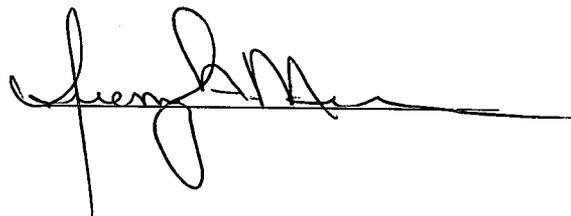
Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

and by U.S. Mail, first class, postage pre-paid, on the following:

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorney for DuBois Regional Medical Center and Raymond Graeca

Toni Cherry, Esq.
Gleason, Cherry & Cherry, LLP
P.O. Box 505
DuBois, PA 15801-0505
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



FILED

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JUL 16 2003

(SAND)

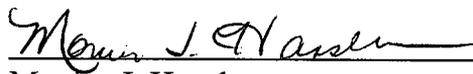
William A. Shaw
Prothonotary

PLEASE TAKE NOTICE that Defendants DuBois Regional Medical Center and Raymond Graeca, by and through their counsel Horty, Springer & Mattern, P.C. and Ferraro & Young, hereby serve notice of their Withdrawal of Notice of Deposition Directed to West Penn Cardiology Associates, P.C. dated June 27, 2003. This withdrawal notice is without prejudice to issuance of a new Notice of Deposition at a future date in this litigation.

Dated: July 15, 2003

Respectfully submitted,

HORTY, SPRINGER & MATTERN, P.C.



Monica J. Hanslovan
Pa. Atty. License No. 88297
Daniel M. Mulholland III
Pa. Atty. License No. 28806
Henry M. Casale
Pa. Atty. License No. 42066

4614 Fifth Avenue
Pittsburgh, PA 15213
Tel: 412-687-7677
Fax: 412-687-7692

R. Edward Ferraro
Pa. Atty. License No. 05880
Ross F. Ferraro
Pa. Atty. License No. 79218

Ferraro & Young
690 Main Street
Brockway, PA 15824
Tel: 814-268-2202
Fax: 814-265-8740
Attorneys for Defendants,
DuBOIS REGIONAL MEDICAL CENTER and
RAYMOND GRAECA

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
**WITHDRAWAL OF NOTICE OF DEPOSITION DIRECTED TO WEST PENN
CARDIOLOGY ASSOCIATES, P.C.** is being served, via First Class United States Mail,
postage pre-paid this 15th day of July, 2003 upon the following:

Joseph Leibowicz, Esquire
Edward V. Weisgerber, Esquire
Jeremy A. Mercer, Esquire
Kirkpatrick Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Attorneys for Plaintiff West Penn Cardiology Associates, P.C.

Mary-Jo Rebelo, Esquire
Houston Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462

Toni Cherry, Esquire
Gleason, Cherry & Cherry, LLP
P.O. Box 505
DuBois, PA 15801-0505
Attorneys for S. Scott Reese, M.D.
and Jayaseelan Ambrose, M.D.



Monica J. Hanslovan

not FILED *NO*
m/10:45 AM
JUL 17 2003 *cc*

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DUBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

) No. 2003-00805-CD

)
)
) **MOTION TO FILE**
) **SUPPLEMENTAL BRIEF IN**
) **OPPOSITION TO PRELIMINARY**
) **OBJECTIONS OF REESE AND**
) **AMBROSE**

) Filed on Behalf of Plaintiff:

) West Penn Cardiology Associates, P.C.

) Counsel of Record for this Party:

) Joseph Leibowicz, Esquire

) Pa. I.D. No. 64365

) Edward V. Weisgerber, Esquire

) Pa. I.D. No. 28060

) Jeremy A. Mercer, Esquire

) Pa. I.D. No. 86480

) Kirkpatrick & Lockhart LLP

) Henry W. Oliver Building

) 535 Smithfield Street

) Pittsburgh, PA 15222

) Tel: 412-355-6500

) Fax: 412-355-6501

) Carl A. Belin, Jr., Esquire

) Pa. I.D. No. 06805

) John Ryan, Esq.

) Pa. I.D. No. 38739

) Belin & Kubista

) 15 North Front Street

) P.O. Box 1

) Clearfield, PA 16830

) Tel: 814-765-8972

) Fax: 814-765-9893

FILED

JUL 30 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD
COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

Plaintiff,

vs.

DUBOIS REGIONAL MEDICAL
CENTER,
RAYMOND GRAECA,
S. SCOTT REESE, M.D. and
JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

**MOTION TO FILE SUPPLEMENTAL BRIEF IN OPPOSITION
TO PRELIMINARY OBJECTIONS OF REESE AND AMBROSE**

AND NOW comes Plaintiff West Penn Cardiology Associates, P.C. ("WPCA"), by and through its counsel, Kirkpatrick & Lockhart LLP and Belin & Kubista, and files this Motion to File Supplemental Brief in Opposition to Preliminary Objections of Reese and Ambrose. In support thereof, WPCA states as follows:

In their Preliminary Objections to WPCA's Complaint in this case, defendants S. Scott Reese, M.D. ("Reese") and Jayaseelan Ambrose, M.D. ("Ambrose") asserted that all of the claims raised by WPCA against them must be decided by arbitration. Specifically, Reese and Ambrose argued that their alleged breach of a statutorily imposed fiduciary duty (Count III), their alleged participation in a civil conspiracy (Count IV), and the declaratory judgment claim against Reese (Count V) all belong in arbitration.

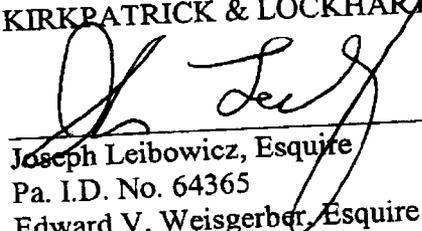
At the Hearing on defendants' Preliminary Objections, held July 18, 2003, counsel for Reese and Ambrose stood before this Court and reaffirmed Reese's and Ambrose's contention that all the claims raised by WPCA against Reese and Ambrose belong in arbitration. However, counsel for Reese and Ambrose also informed this Court that Reese and Ambrose had no obligation to demand arbitration of those claims, despite the fact that arbitration can be waived by failing to demand it.

On July 24, 2003, less than one week after the Hearing before this Court, counsel for Reese and Ambrose filed a demand for arbitration against WPCA and the individual members of WPCA's Board of Directors, raising two discrete issues. (Copies of the Demands for Arbitration are attached hereto as Exhibits A & B.) However, despite her repeated assertions to this Court, both in writing and at the hearing, that the claims raised by WPCA against Reese and Ambrose are subject to arbitration, counsel for Reese and Ambrose failed to include those claims in the Demands for Arbitration. Based on the circumstances of this case, the only reasonable interpretation of counsel's actions is that Reese and Ambrose have chosen to arbitrate only two selected claims, thereby waiving their Preliminary Objection and leaving the claims raised by WPCA in its Complaint to be litigated in this Court.

Wherefore, WPCA requests this Court grant it leave to file a Supplemental Brief in Opposition to Preliminary Objections of Reese and Ambrose so that this issue may be fully addressed in light of conduct by Reese and Ambrose, through their counsel, subsequent to the hearing that evidences an intent by Reese and Ambrose to waive their claim for arbitration. A proposed Order granting this relief is attached hereto as Exhibit C.

Respectfully submitted:

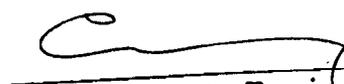
KIRKPATRICK & LOCKHART LLP



Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

BELIN & KUBISTA



Carl A. Belin, Jr., Esquire
Pa. I.D. No. 06805
John Ryan, Esq.
Pa. I.D. No. 38739

15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

Dated: July 29, 2003

American Arbitration Association

Commercial

ARBITRATION RULES*

(Enter the name of the applicable rules)

To institute proceedings, please send two copies of this demand and the arbitration agreement, with the filing fee as provided in the rules, to the AAA. Send the original demand to the respondent.

DEMAND FOR ARBITRATION

DATE: July 24, 2003

To: Name West Penn Cardiology Associates, P.C., Larry E. Hurwitz, M.D., Jeffrey S. Garrett, M.D., LeRoy C. Moore, M.D. and Ralph W. Fitz, M.D.

Address 5140 Liberty Avenue

(of the Party on Whom the Demand Is Made)

ZIP Code 15224

City, State Pittsburgh, PA

Telephone (412) 682-2100

Fax (412) 682-4303

Name of Representative Joseph Leibowicz, Esquire

(if Known)

Representative's Address 535 Smithfield Street

Name of Firm (if Applicable) Kirkpatrick & Lockhart, LLP

City and State Pittsburgh, PA

ZIP Code 15222

Telephone (412) 355-6500

Fax (412) 355-6501

The below named claimant, a party to an arbitration agreement contained in a written contract dated 02/01/98, amended 02/02 and providing for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration thereunder.

THE NATURE OF THE DISPUTE: Breach of contract; violation of Pennsylvania's Wage Payment and Collection Law

THE CLAIM OR RELIEF SOUGHT (the Amount, if Any): In excess of \$50,000, plus liquidated damages and attorneys' fees pursuant to 43 P.S. §260, et seq., and costs.

TYPES OF BUSINESS: Claimant Cardiologist Respondent Medical Practice/Cardiology

HEARING LOCALE REQUESTED: Pittsburgh, Pennsylvania
(City and State)

DOES THE DISPUTE ARISE OUT OF AN EMPLOYMENT RELATIONSHIP? YES NO

You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association at its Northeast case management center with a request that it commence administration of the arbitration. Under the rules, you may file an answering statement, within the time frame specified in the rules, after notice from the administrator.

Signed Mary Jo Rebelo Title Attorney for Claimant
(May Be Signed by a Representative)

Name of Claimant S. Scott Reese, M.D., FACC

Address (to Be Used in Connection with This Case) 949 Treasure Lake

Name of Firm (if Applicable) -----

ZIP Code 15801

City and State Dubois, Pennsylvania

Telephone (---) ----- Fax (---) -----

Name of Representative Mary-Jo Rebelo, Esquire, Houston Harbaugh, P.C.

Representative's Address Two Chatham Center, 12th Floor

City and State Pittsburgh, PA ZIP Code 15219

Telephone (412) 288-2261 Fax (412) 281-4499

MEDIATION is a nonbinding process. The mediator assists the parties in working out a solution that is acceptable to them. If you wish for the AAA to contact the other parties to ascertain whether they wish to mediate this matter, please check this box or list them on the back (there is no additional administrative fee for this service).

*If you have a question about which rules apply or the address of the nearest case management center, please contact the AAA (1-800-778-7879).

American Arbitration Association

Commercial

ARBITRATION RULES*

(Enter the name of the applicable rules)

To institute proceedings, please send two copies of this demand and the arbitration agreement, with the filing fee as provided in the rules, to the AAA. Send the original demand to the respondent.

DEMAND FOR ARBITRATION

DATE: July 24, 2003

To: Name West Penn Cardiology Associates, P.C., Larry E. Hurwitz, M.D., Jeffrey S. Garrett, M.D., LeRoy C. Moore, M.D. and Ralph W. Fitz, M.D.

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Telephone (412) 682-2100

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Name of Representative Joseph Leibowicz, Esquire

(if Known)

Representative's Address 535 Smithfield Street

Name of Firm (if Applicable) Kirkpatrick & Lockhart, LLP

City and State Pittsburgh, PA

ZIP Code 15222

Telephone (412) 355-6500

Fax (412) 355-6501

The below named claimant, a party to an arbitration agreement contained in a written contract dated 11/01/99, amended 02/02 and providing for arbitration under the Commercial Arbitration Rules of the American Arbitration Association, hereby demands arbitration thereunder.

THE NATURE OF THE DISPUTE: Breach of contract; violation of Pennsylvania's Wage Payment and Collection Law

THE CLAIM OR RELIEF SOUGHT (the Amount, if Any): In excess of \$50,000, plus liquidated damages and attorneys' fees pursuant to 43 P.S. §260, et seq., and costs.

TYPES OF BUSINESS: Claimant Cardiologist Respondent Medical Practice/Cardiology

HEARING LOCALE REQUESTED: Pittsburgh, Pennsylvania

(City and State)

DOES THE DISPUTE ARISE OUT OF AN EMPLOYMENT RELATIONSHIP?

YES

NO

You are hereby notified that copies of our arbitration agreement and this demand are being filed with the American Arbitration Association at its Northeast case management center with a request that it commence administration of the arbitration. Under the rules, you may file an answering statement, within the time frame specified in the rules, after notice from the administrator.

Signed Mary Jo Rebelo Title Attorney for Claimant

(May be Signed by a Representative)

Name of Claimant Jayaseelan Ambrose, M.D., FACC

Address (to Be Used in Connection with This Case) 1567 Treasure Lane

Name of Firm (if Applicable) -----

City and State Dubois, Pennsylvania

ZIP Code 15801

Telephone (---) -----

Fax (---) -----

Name of Representative Mary-Jo Rebelo, Esquire, Houston Harbaugh, P.C.

Representative's Address Two Chatham Center, 12th Floor

City and State Pittsburgh, PA

ZIP Code 15219

Telephone (412) 288-2261

Fax (412) 281-4499

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*If you have a question about which rules apply or the address of the nearest case management center, please contact the AAA (1-800-778-7879).

CERTIFICATE OF SERVICE

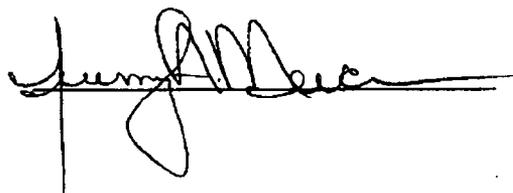
The undersigned certifies that a true and correct copy of the foregoing **MOTION TO FILED SUPPLEMENTAL BRIEF IN OPPOSITION TO PRELIMINARY OBJECTIONS OF REESE AND AMBROSE** is being served, by electronic mail and U.S. mail, first class postage prepaid, this 29th day of July 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

and by U.S. mail, first class postage prepaid, this 29th day of July 2003, upon the following:

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorneys for DuBois Regional Medical Center and Raymond Graeca



FILED 100
AT 9:55 AM
JUL 30 2003
Atty Belin

William A. Shaw
Prothonotary/Clerk of Courts

BELIN & KUBISTA
ATTORNEYS AT LAW
15 NORTH FRONT STREET
P. O. BOX 1
CLEARFIELD, PENNSYLVANIA 16830

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.,

No. 2003-00805-CD

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA, S. SCOTT REESE, M.D.
and JAYASEELAN AMBROSE, M.D.,

Defendants.

**OPPOSITION TO PLAINTIFF'S
MOTION TO FILE SUPPLEMENTAL
BRIEF IN OPPOSITION TO
PRELIMINARY OBJECTIONS OF
REESE AND AMBROSE**

Filed on Behalf of Defendants:

S. Scott Reese, M.D. and Jayaseelan
Ambrose, M.D.

Counsel of Record for this Party:

Mary-Jo Rebelo, Esquire
PA I.D. # 53539
Janette D. Simmons, Esquire
PA I.D. #83446

Houston Harbaugh, P.C.
Two Chatham Center, 12th Floor
Pittsburgh, PA 15219-3463
(412) 281-5060

FILED

JUL 31 2003
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William A. Shaw
Prothonotary/Clerk of Courts
1 cent to Atty

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION – EQUITY

WEST PENN CARDIOLOGY ASSOCIATES, No. 2003-00805-CD
P.C.,

Plaintiff,

vs.

DuBOIS REGIONAL MEDICAL CENTER,
RAYMOND GRAECA, S. SCOTT REESE,
M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

**OPPOSITION TO PLAINTIFF'S MOTION TO FILE SUPPLEMENTAL BRIEF
IN OPPOSITION TO PRELIMINARY OBJECTIONS OF REESE AND AMBROSE**

AND NOW come Defendants, S. Scott Reese, M.D. ("Reese") and Jayaseelan Ambrose, M.D. ("Ambrose"), by and through their counsel, Houston Harbaugh, P.C., and file the within Opposition to Plaintiff's Motion to File Supplemental Brief in Opposition to Preliminary Objections of Reese and Ambrose, stating in support thereof as follows:

The Motion to File Supplemental Brief submitted by Plaintiff, West Penn Cardiology Associates, P.C. ("WPCA"), must be denied. WPCA has offered absolutely no valid basis for its Motion. Rather, WPCA's contention that it should be permitted to file a supplemental brief is based upon the absurd premise that Reese and Ambrose should have filed a demand for arbitration with the AAA, which included the claims which WPCA asserted against Reese and Ambrose in this case. In essence, WPCA contends that Reese and Ambrose should have submitted claims *against themselves* to arbitration. Because Reese and Ambrose did not, in essence, sue themselves in arbitration, WPCA claims that they have now waived the right to file

Preliminary Objections on the basis that WPCA's claims against Reese and Ambrose should be submitted to arbitration. WPCA's logic is skewed.

Reese and Ambrose did not waive the right to file Preliminary Objections on the grounds that WPCA's claims should be submitted to arbitration before the AAA. In their Preliminary Objections, Reese and Ambrose properly argue that the claims asserted by WPCA against Reese and Ambrose should be dismissed pursuant to Pa.R.Civ.P. 1028(a)(1) so that the parties may arbitrate this matter before the AAA as agreed by WPCA, Reese, and Ambrose in the Reese Contract and Ambrose Contract. Certainly, a party has no obligation to demand arbitration of someone else's claims against that party. A party must only file a "Demand for Arbitration" with the AAA when that party wishes to assert affirmative claims against someone else. (*See* AAA Commercial Arbitration Rules, Rule 4). Accordingly, Reese and Ambrose never had any obligation to file a Demand for Arbitration citing the claims of WPCA. Rather, WPCA should have filed its claims against Reese and Ambrose with the AAA by filing a Demand for Arbitration. WPCA failed to file its claims with the AAA in accordance with the parties' agreements to do so and, therefore, Reese and Ambrose were forced to file Preliminary Objections in order to address and rectify WPCA's error. The procedure employed by Reese and Ambrose is proper. The procedure suggested by WPCA, however, defies logic.

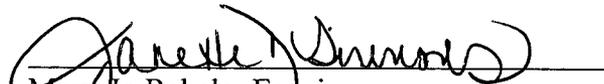
Furthermore, contrary to WPCA's erroneous assertions, Reese and Ambrose have not chosen to arbitrate only the two claims set forth in the Demand for Arbitration filed with the AAA on July 24, 2003. Rather, Reese and Ambrose filed the Demand for Arbitration asserting claims for breach of contract and violation of Pennsylvania's Wage Payment and Collection Law, because WPCA and its Board members failed to pay Reese and Ambrose compensation which they are owed pursuant to their contracts with WPCA. These are the only affirmative

claims asserted thus far by Reese and Ambrose, and Reese and Ambrose properly followed the clear and unambiguous language of their contracts with WPCA by filing a Demand for Arbitration with the AAA. When filing its claims against Reese and Ambrose, however, WPCA failed to file such a Demand for Arbitration with the AAA. Therefore, Reese and Ambrose have appropriately filed Preliminary Objections in order to ensure that WPCA's claims are submitted to arbitration in accordance with the Reese Contract and Ambrose Contract. By doing so, Reese and Ambrose have not waived any rights and have not "limited" the claims which should be submitted to arbitration. As such, WPCA should not be permitted to file a supplemental brief in opposition to the Preliminary Objections of Reese and Ambrose.

WHEREFORE, Reese and Ambrose respectfully request this Honorable Court to deny Plaintiff's Motion to File Supplemental Brief in Opposition to Preliminary Objections of Reese and Ambrose.

Respectfully submitted,

Date: July 30, 2003



Mary-Jo Rebelo, Esquire
PA I.D. # 53539
Janette D. Simmons, Esquire
PA I.D. #83446
Houston Harbaugh, P.C.
Two Chatham Center, 12th Floor
Pittsburgh, PA 15219-3463
(412) 281-5060

Attorneys for Defendants,
S. Scott Reese, M.D. and
Jayaseelan Ambrose, M.D.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Opposition to Plaintiff's Motion to File Supplemental Brief in Opposition to Preliminary Objections of Reese and Ambrose was served July 30, 2003 on the following counsel of record:

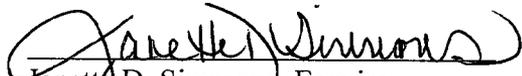
Joseph Leibowicz, Esquire
Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
(via U.S. Mail)

Carl A. Belin, Jr., Esquire
Belin & Kubista
15 North Front Street
P.O. Box 1
Clearfield, PA 16830
(via Airborne Express)

Daniel M. Mulholland, Esquire
Horty Spinger & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
(via U.S. Mail)

R. Edward Ferraro, Esquire
Ferraro & Young
690 Main Street
Brockway, PA 15824
(via Airborne Express)

Toni Cherry, Esquire
Gleason, Cherry & Cherry, LLP
P.O. Box 505
Dubois, PA 15801-0505
(via Airborne Express)


Janette D. Simmons, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY ASSOCIATES, P.C.,

Plaintiff,

vs.

DUBOIS REGIONAL MEDICAL CENTER, RAYMOND GRAECA, S. SCOTT REESE, M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

SUBPOENA TO ATTEND AND TESTIFY

Filed on Behalf of Plaintiff:

West Penn Cardiology Associates, P.C.

Counsel of Record for this Party:

Joseph Leibowicz, Esquire

Pa. I.D. No. 64365

Edward V. Weisgerber, Esquire

Pa. I.D. No. 28060

Jeremy A. Mercer, Esquire

Pa. I.D. No. 86480

Kirkpatrick & Lockhart LLP

Henry W. Oliver Building

535 Smithfield Street

Pittsburgh, PA 15222

Tel: 412-355-6500

Fax: 412-355-6501

Carl A. Belin, Jr., Esquire

Pa. I.D. No. 06805

John Ryan, Esq.

Pa. I.D. No. 38739

Belin & Kubista

15 North Front Street

P.O. Box 1

Clearfield, PA 16830

Tel: 814-765-8972

Fax: 814-765-9893

FILED

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William A. Shaw Prothonotary/Clerk of Courts

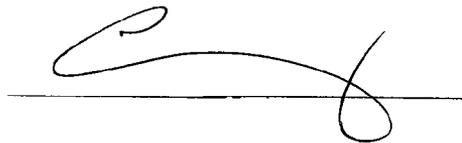
CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
SUBPOENA TO ATTEND AND TESTIFY is being served, by U.S. mail, first class postage
prepaid, this 6th day of August 2003 upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.

R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
690 Main Street
Brockway, PA 15824
Attorneys for DuBois Regional Medical Center and Raymond Graeca

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line and a loop at the end.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION—EQUITY

WEST PENN CARDIOLOGY ASSOCIATES, P.C.,

Plaintiff,

vs.

DUBOIS REGIONAL MEDICAL CENTER,

RAYMOND GRAECA, S. SCOTT REESE, M.D. and JAYASEELAN AMBROSE, M.D.,

Defendants.

No. 2003-00805-CD

SUBPOENA TO ATTEND AND TESTIFY

To: John Joon Ahn, M.D.

You are ordered by the Court to come to Courtroom No. 1, Clearfield County Courthouse, Clearfield, Pennsylvania, on August 12, 2003 at 9:00 o'clock, A.M., to testify on behalf of Plaintiff West Penn Cardiology Associates, P.C. in the above case, and to remain until excused.

If you fail to attend, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

Date: August 5, 2003

BELIN & KUBISTA

Signature of Carl A. Belin, Jr., Esquire Pa. I.D. No. 06805

John Ryan, Esquire
Pa. I.D. No. 38739

15 North Front Street
P.O. Box 1
Clearfield, PA 16830
Tel: 814-765-8972
Fax: 814-765-9893

KIRKPATRICK & LOCKHART LLP

Joseph Leibowicz, Esquire
Pa. I.D. No. 64365
Edward V. Weisgerber, Esquire
Pa. I.D. No. 28060
Jeremy A. Mercer, Esquire
Pa. I.D. No. 86480

Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
Tel: 412-355-6500
Fax: 412-355-6501

BY THE COURT,

Date: 8/6/03

By 
(Name of Prothonotary)

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION

WEST PENN CARDIOLOGY
ASSOCIATES, P.C.

-vs-

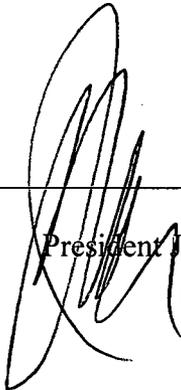
DUBOIS REGIONAL MEDICAL
CENTER, RAYMOND GRAECA, S.
SCOTT REESE, M.D. and JAY ASEELAN
AMBROSE, M.D.

No. 03 - 80~~7~~⁵ - CD

ORDER

NOW, this 26th day of September, 2003, upon application of Carl A. Belin, Jr., Esquire, hearing in the above-captioned matter scheduled for September 30, and October 1, 2003, shall be and is scheduled for November 12 and 13, 2003.

By the Court,



President Judge

FILED

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William A. Shaw
Prothonotary

FILED

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William A. Shaw
Prothonotary



SEP 26 2003

SEP 26 2003

WILLIAM A. SHAW
Prothonotary

SENT TO ATTY'S LEIBOWICZ, J.
BELIN
2 CASALE, H.
2 REBELLO, M.
FERRARO

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing
STIPULATION is being served, via U.S. Mail, postage prepaid, this 8th day of January 2004
upon the following:

Henry M. Casale, Esq.
Horty Springer & Mattern, P.C.
4614 5th Avenue
Pittsburgh, PA 15213-3663
Attorney for DuBois Regional Medical Center and Raymond Graeca

Mary-Jo Rebelo, Esq.
Houston & Harbaugh
Two Chatham Center
12th Floor
Pittsburgh, PA 15219-3462
Attorney for S. Scott Reese, M.D. and Jayaseelan Ambrose, M.D.



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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

West Penn Cardiology Associates, P.C.

Vs.

No. 2003-00805-CD

DuBois Regional Medical Center
Raymond Graeca
S. Scott Reese MD
Jayaseelan Ambrose MD

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 9, 2004, marked:

Discontinued with Prejudice and without costs to any party

Record costs in the sum of \$85.00 have been paid in full by Carl A. Belin, Jr., Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of January A.D. 2004.

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 03-805-CD

West Penn Cardiology Associates, P.C.

VS.

DuBois Regional Medical Center, Raymond Graeca, S. Scott Reese, M.D., and Jayaseelan Ambrose, M.D.

ITEM NO.	DATE OF FILING	NAME OF DOCUMENT	NO. OF PAGES
01	06/02/03	Civil Complaint	101
02	06/02/03	Notice of Presentation	04
03	06/02/03	Affidavit of Joseph Leibowicz	04
04	06/02/03	Motion to Expedite Discovery	141
05	06/02/03	Motion for Prompt Hearing Date of Plaintiff's Motion for Preliminary Injunction	06
06	06/02/03	Motion for Order of Court Directing Preservation of Documents, Software, and Things	06
07	06/02/03	Motion for Preliminary Injunction	16
08	06/03/03	Defendants S. Scott Reese, M.D. and Jayaseelan Ambrose's Acceptance of Service	02
09	06/06/03	Stipulation and Stipulated Order	10
10	06/09/03	Entry of Appearance, R. Edward Ferraro on behalf of DuBois Regional Medical Center	01
11	06/12/03	Notice of Deposition of William J. Polito	03
12	06/13/03	First Request for Production of Documents directed to West Penn Cardiology Associates, P.C.	14
13	06/13/03	First Set of Interrogatories directed to West Penn Cardiology Associates, P.C.	22
14	06/20/03	Notice of Deposition Directed to John Joon Ahn	04
15	06/20/03	Petition for Issuance of a Commission to Take Out of State Deposition	26
16	06/20/03	Order Directing Issuance of Commission to Take Out of State Deposition	01
17	06/23/03	Preliminary Objections of DuBois Regional Medical Center and Raymond Graeca	
18	06/23/03	Qualified Protective Order Governing Confidentiality of Protected Health Information; Stipulated Order	05
19	06/24/03	Notice of Deposition, directed to Karen Collins	04
20	06/24/03	Notice of Service of Subpoena upon William J. Polito	01
21	06/24/03	Defendants Reese and Ambroses' Preliminary Objections to Plaintiff's Complaint	
22	06/25/03	Certificate of Service, Stipulation and Order	02
23	06/26/03	Entry of Appearance, filed by Monica Hanslovan on behalf of DuBois Regional Medical Center and Raymond Graeca	01
24	06/30/03	Notice of Deposition directed to Larry Hurwitz, M.D.	03
25	06/30/03	Notice of Deposition directed to Ralph Fitz, M.D.	03
26	06/30/03	Notice of Deposition directed to Pamela Meyer	03
27	06/30/03	Notice of Deposition directed to LeRoy Moore, M.D.	03
28	06/30/03	Notice of Deposition directed to Jeffrey Garrett, M.D.	03
29	06/30/03	Notice of Deposition directed to West Penn Cardiology Associates, P.C.	04
30	07/08/03	Affidavit of Service, Subpoena upon Karen Collins	01
31	07/16/03	Withdrawal of Notice of Deposition Directed to DuBois Regional Medical Center	04
32	07/17/03	Withdrawal of Notice of Deposition Directed to West Penn Cardiology Associates, P.C.	03

n Cardiology Associates, P.C. vs. DuBois Regional Medical Center, Raymond Graeca, S. Scott Reese MD, Jayaseelan Ambrose
Civil Other

Date	Judge
06/02/2003	No Judge
① Filing: Civil Complaint Paid by: Belin, Carl A. Jr. (attorney for West Penn Cardiology Associates, P.C.) Receipt number: 1860938 Dated: 06/02/2003 Amount: \$85.00 (Check) No CC 101	
② Notice of Presentation, filed by s/Joseph Leibowicz, Esq. No CC 4	No Judge
③ Affidavit of Joseph Leibowicz, filed by s/Joseph Leibowicz No CC 4	No Judge
④ Motion to Expedite Discovery, filed by s/Joseph Leibowicz, Esq. No CC 14/	No Judge
⑤ Motion for Prompt Hearing Date of Plaintiff's Motion for Preliminary Injunction, filed by s/Joseph Leibowicz, Esq. No CC	No Judge
⑥ Motion for Order of Court Directing Preservation of Documents, Software and Things, filed by s/Joseph Leibowicz, Esq. No CC	No Judge
⑦ Motion for Preliminary Injunction, filed by s/Joseph Leibowicz, Esq. No CC 10	No Judge
06/03/2003	John K. Reilly Jr.
⑧ Defendants S. Scott Reese, M.D.'S and Jayaseelan Ambrose's Acceptance Of Service, of Complaint. s/Mary-Jo Rebelo, Esq. no cc 2	
06/06/2003	John K. Reilly Jr.
⑨ Stipulation, s/Joseph Leibowicz, Esq., s/Mary-Jo Rebelo, Esq., s/Daniel Mulholland, Esq.-One CC Attorney Belin; Stipulated Order, BY THE COURT: /s/John K. Reilly, Jr., P.J., 6/6/03 One CC Attorney Belin 10	
06/09/2003	John K. Reilly Jr.
⑩ Entry of Appearance on Behalf of DU BOIS REGIONAL MEDICAL CENTER and RAYMOND GRAECA, Defendants. s/R. Edward Ferraro, Esq. s/Ross F. Ferraro, Esq. 3 cc to Atty 1	
06/12/2003	John K. Reilly Jr.
⑪ Notice of Deposition of William J. Polito, Directed to: Henry M. Casale, Esq., R. Edward Ferraro, Esq., and Mary-Jo Rebelo, Esq. filed by s/Joseph Leibowicz, Esquire 2 cc Atty Belin 3	
06/13/2003	John K. Reilly Jr.
⑫ First Request For Production Of Documents Directed To West Penn Cardiology Associates, P.C. filed by s/Henry 1 cc to Atty Ferraro 14	
⑬ First Set Of Interrogatories Directed To West Penn Cardiology Associates, P.C. filed by s/Henry M. Casale, Esquire Certificate of Service Atty Ferraro 1 cc 22	John K. Reilly Jr.
06/20/2003	John K. Reilly Jr.
⑭ Notice of Deposition Directed To John Joon Ahn, M.D. filed by s/Joseph Leibowicz, Esquire Certificate of Service 1 cc to Atty 4	
⑮ Petition For Issuance Of A Commission to Take Out Of State Deposition, filed by s/Joseph Leibowicz, Esquire 1 cc to Atty 26	John K. Reilly Jr.
⑯ ORDER DIRECTING ISSUANCE OF COMMISSION TO TAKE OUT OF STATE DEPOSITION. by the Court, s/JKR,JR.,P.J. 1 cc to Atty 1	John K. Reilly Jr.
06/23/2003	John K. Reilly Jr.
⑰ Preliminary Objections of DuBois Regional Medical Center and Raymond Graeca. filed by s/Henry M. Casale, Esquire Certificate of Service no cc	out as of 6/27/03
⑱ QUALIFIED PROTECTIVE ORDER GOVERNING CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION. by the Court, s/JKR,JR.,P.J. 5	John K. Reilly Jr.
⑲ Stipulation to Order. s/Joseph Liebowicz, Esq. s/Mary-Jo Rebelo, Esq. and s/Daniel M. Mulholland, III, Esq. 6 cc Atty Kruk	
06/24/2003	John K. Reilly Jr.
⑳ Notice Of Deposition Directed To KAREN COLLINS, served upon: Henry M. Casale, Esq., R. Edward Ferraro, Esq., and Mary-Jo Rebelo, Esq. filed by s/Joseph Leibowicz, Esquire Certificate of Service no cc 4	
㉑ Notice of Service of Subpoena upon: WILLIAM J. POLITO. filed. Acknowledgment Of Receipt Of Subpoena. filed. no cc 1	John K. Reilly Jr.
㉒ Defendants Reese's and Ambrose's Preliminary Objections To Plaintiff's Complaint. filed by s/Mary-Jo Rebelo, Esquire Certificate of Service cc Atty Rebelo 1	John K. Reilly Jr.
06/25/2003	John K. Reilly Jr.
㉓ Certificate of Service, Stipulation and Order upon: Atty Rebelo, Atty Leibowicz, Atty Mulholland, Atty T. Cherry and Atty Belin, Jr. filed by s/Gregory M. Kruk, Esquire no cc 2	
06/26/2003	John K. Reilly Jr.
㉔ Entry of Appearance, filed by Atty. Hanslovan 1 Cert. to Atty. 1 Enter my appearance as counsel on behalf of DuBois Regional Medical Center and Raymond Graeca, Defendants.	

n Cardiology Associates, P.C. vs. DuBois Regional Medical Center, Raymond Graeca, S. Scott Reese MD, Jayaseelan Ambrose
Civil Other

Date	Judge
06/30/2003	John K. Reilly Jr.
<p>24 Notice Of Deposition Directed to Larry Hurwitz, M.D. upon: Atty Leibowicz, Atty Belin, Jr. and Atty Rebelo. filed by s/Daniel M. Mulholland, III, Esq. 3 Certificate of Service no cc</p>	
<p>25 Notice Of Deposition Directed to Ralph Fitz, M.D. upon: Atty Leibowicz, Atty Belin, Jr. and Atty Rebelo. filed by s/Daniel M. Mulholland, III, Esq. 3 Certificate of Service no cc</p>	
<p>26 Notice of Deposition Directed to Pamela Meyer upon: Atty Leibowicz, Atty Belin, Jr. and Atty Rebelo. filed by s/Daniel M. Mulholland, III, Esq. 3 Certificate of Service no cc</p>	
<p>27 Notice of Deposition Directed to LeRoy Moore, M.D. upon: Atty Leibowicz, Atty Belin, Jr. and Atty Rebelo. filed by s/Daniel M. Mulholland, III, Esq. 3 Certificate of Service no cc</p>	
<p>28 Notice of Deposition Directed to Jeffrey Garrett, M.D. upon: Atty Leibowicz, Atty Belin, Jr., and Atty Rebelo. filed by s/Daniel M. Mulholland, III, Esq. 3 Certificate of Service no cc</p>	
<p>29 Notice of Deposition Directed to West Penn Cardiology Associates, P.C. upon: Atty Leibowicz, Atty Belin, Jr., and Atty Rebelo filed by s/Daniel M. Mulholland, III, Esquire 4 Certificate of Service no cc</p>	
07/08/2003	John K. Reilly Jr.
<p>30 Affidavit of Service, Subpoena upon: KAREN COLLINS. filed by s/R. Stuart Auber, Constable no cc</p>	
07/16/2003	John K. Reilly Jr.
<p>31 Withdrawal of Notice of Deposition Directed to DuBois Regional Medical Center, filed by Atty. Leibowicz 1 Cert. to Atty. 4</p>	
07/17/2003	John K. Reilly Jr.
<p>32 Withdrawal of Notice of Deposition Directed to West Penn Cardiology Associates, P. C. filed by Atty. Hanslovan. No CC. 3</p>	

03-805-CD

West Penn Cardiology Associates, P.C. vs. DuBois Regional Medical Center, Raymond Graeca, S. Scott Reese, M.D., and Jayaseelan Ambrose, M.D.

Plaintiffs:

West Penn Cardiology Associates, P.C.

Carl. A. Belin, Jr., Esq.
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Joseph Leibowicz, Esq.
Kirkpatrick & Lockhart, LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222

Defendants:

DuBois Regional Medical Center
and Raymond Graeca

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Daniel M. Mulholland, III, Esq.
Monica J. Hanslovan, Esq.
Horty, Springer & Mattern
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R. Edward Ferraro, Esq.
Ross F. Ferraro, Esq.
Gregory M. Kruk, Esq.
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Brockway, PA 15824

S. Scott Reese, M.D. and
Jayaseelan Ambrose, M.D.

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Two Chatham Center, 12th Floor
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