

05-1815-CD  
Clearfield Hosp. Vs Cftd

Cftd Hospital vs Cftd Pro Group al  
05-1815-CD

## Civil Other

Date		Judge
11/18/2005	New Case Filed.	No Judge
	X Filing: Civil Complaint Paid by: Yeager, Michael P. (attorney for Clearfield Hospital) Receipt number: 1911369 Dated: 11/18/2005 Amount: \$85.00 (Check) 1 Cert. to Atty.	No Judge
12/13/2005	X Answer, New Matter and Counterclaim, filed by s/ James A. Naddeo Esq. 1CC Atty. Naddeo.	No Judge
	X Affidavit of Service filed. I, James A. Naddeo, Esq., attorney for Defendant, Clearfield Professional Group, hereby accept service of the Complaint in the above-captioned matter on behalf of said Defendant as above-captioned, filed by s/ James A. Naddeo Esq. No CC.	No Judge
	X Complaint of Original Defendant Clearfield Professional Group, LTD against Additional Defendant Morohunfolu Emmanuel Akinnusi, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	No Judge
12/27/2005	X Reply to New Matter & Counterclaim, filed by s/ Michael P. Yeager Esq. 1CC Atty.	No Judge
01/25/2006	X Filing: Praecipe to Reinstate Complaint of Original Defendant Clearfield Professional Group, LTD. Against Additional Defendant Morohunfolu Emmanuel Akinnusi Paid by: James A. Naddeo Receipt number: 1912192 Dated: 01/25/2006 Amount: \$7.00 (Check) Filed by s/ James A. Naddeo, Esquire. 3 Compl. Reinstated to Atty	No Judge
02/08/2006	X Affidavit of Service filed. That on January 30, 2006 at 8:10 pm served the Complaint on morohunfolu Emmanuel Akinnusi, filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo	No Judge
03/02/2006	X Certificate of Service, filed. That a Certified copy of the Original Defendant's Notice of Intention to Enter Default Judgment was served on the 2nd day of March 2006 to Dr. Morohunfolu Emmanuel Akinnusi and Michael P. Yeager Esq., filed by s/ James A. Naddeo Esq. 2CC Atty Naddeo.	No Judge
03/10/2006	X Praecipe For Entry of Appearance, filed. Kindly enter my appearance on behalf of Additional Defendant, Morohunfolu Emmanuel Akinnusi, in the above captioned matter, filed by s/ Matthew B. Taladay Esq. No CC.	No Judge
03/17/2006	X Preliminary Objections, filed by s/ Matthew B. Taladay, Esquire. No CC	No Judge
03/21/2006	X Order, NOW, this 20th day of March, 2006, upon consideration of the foregoing Preliminary Objections, Ordered that Argument on said Preliminary Objections shall be held on April 18, 2006, at 2:30 p.m. in Courtroom No. 1 of the Clfd. Co. Courthouse. By The Court, /s/ Fredric J. Ammerman, Pres. Judge. 3CC Atty. Taladay	Fredric Joseph Ammerman
03/27/2006	X Certificate of Service, copy of Order of Court dated March 20, 2006, scheduling Argument on Additional Defendant's Preliminary Objections was sent via first class mail, to: Michael P. Yeager, Esquire, and James A. Naddeo, Esquire. Filed by s/ Matthew B. Taladay, Esquire. No CC	Fredric Joseph Ammerman

Date: 04/06/2006

Clearfield County Court of Common Pleas

User: LMILLER

Time: 09:51 AM

Hearings by Judge

Page 5 of 5

CT COMMON PLEAS,

All Case Types

From 04/10/2006 08:00 AM to 04/14/2006 05:00 PM

Paul E. Cherry

Begin Date and Time End Date and Time

04/13/2006 10:30 AM - 04/13/2006 11:00 AM **Barry A. Altemus Jr. vs. Tina Lee McCartney, etal.**

Case: 2006-00148-CD

Emergency Custody

Courtroom:

Ptf. cont. from 2/10/06

Plaintiff: Altemus, Barry A. Jr.

Attorney: Foor, Robin J.

Defendants: McCartney, Tina Lee

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Milgrub, Richard H.

McCartney, Donna

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Milgrub, Richard H.

McCartney, Thomas

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Milgrub, Richard H.

04/13/2006 11:00 AM - 04/13/2006 11:00 AM **Jennifer L. Beatty vs. Darryl V. Posey**

Case: 2006-00288-CD

Petition for Special Relief

Courtroom:

Pl's Petition

Plaintiff: Beatty, Jennifer L.

Attorney: Robbins, Laura Esq

Defendant: Posey, Darryl V.

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Milgrub, Richard H.

04/13/2006 01:30 PM - 04/13/2006 02:00 PM **Melissa Dombroski vs. Christopher Dombroski**

Case: 2003-01578-CD

Custody Modification Hearing

Courtroom:

Defendant's

Plaintiff: Dombroski, Melissa

Defendant: Dombroski, Christopher

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Kubista, Kimberly M.

04/13/2006 01:30 PM - 04/13/2006 02:00 PM **Melissa Dombroski vs. Christopher Dombroski**

Case: 2003-01510-CD

Custody Modification Hearing

Courtroom:

Defendant's

Plaintiff: Dombroski, Melissa

Attorney: Colavecchi, Paul

Defendant: Dombroski, Christopher

**Days to Speedy Trial:**

**Speedy Trial Date:**

Attorney: Kubista, Kimberly M.

## Civil Other

Date	Selected Items	Judge
11/18/2005	New Case Filed.	No Judge
4/19/2006	✓ Order, NOW, this 18th day of April, 2006, Preliminary Objections filed on behalf of the additional defendant Dr. Morohunfolu Akinnusi are granted. Dr. Akinnusi is removed as a defendant in the case. Any contractual dispute between Clfd. Professional Group, Limited and Dr. Akinnusi should be resolved using the compulsory arbitration provisions of the contractual agreement. By The Court, /s/ Fredric J. Ammerman, pres. Judge. 2CC Attys: Yeager, Naddeo, Taladay	Fredric Joseph Ammerman
11/27/2006	✓ Motion For Judgment on the Pleadings, filed by Atty. Yeager 1 Cert. to Atty.	Fredric Joseph Ammerman
12/4/2006	✓ Scheduling Order, NOW, this 4th day of Dec., 2006, Ordered that an Argument on the Motion for Judgment on the Pleadings filed by the Plaintiff is scheduled for the 3rd day of Jan. 2007, at 11:00 a.m. in Courtroom No. 1. by The Court, /s/ Fredric J. Ammerman, pres. Judge. 1CC Atty. Yeager	Fredric Joseph Ammerman
12/6/2006	✓ Affidavit of Service filed. Served a true and correct copy of the foregoing Motion for Judgment on the Pleadings with attached Scheduling Order this 6th day of December 2006 upon James A. Naddeo Esq., filed by s/ Michael P. Yeager Esq. NO CC.	Fredric Joseph Ammerman
12/8/2006	✓ Affidavit of Service filed. Served a true and correct copy of the Motion for Judgment on the Pleadings with attached Scheduling Order this 8th day of December 2006 upon Matthew B. Taladay Esq., filed by s/ Michael P. Yeager Esq. No CC.	Fredric Joseph Ammerman

1-5-07 Order, dated 1-3-2007

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

IN RE: PETITION FOR RULE TO  
DISTRIBUTE MONIES

06-1566 CD

ORDER OF COURT

AND NOW, this day of \_\_\_\_\_, 2006, upon consideration of the within Petition and its attached Exhibit "A", Rule is granted upon all parties in interest as set forth in said Petition and its attached exhibit, to show cause why a Decree should not be made that monies received from the within mentioned sale be distributed as proposed in said Petition.

It is the FURTHER ORDER of the court that notice shall be given by the Clearfield County Tax Claim Bureau to each recipient of said monies in accordance with the Real Estate Tax Sale Law, 72 P.S. 5860.205 (d).

In the event no objection or exceptions are filed to the distribution within thirty (30) days after the date of this Petition, an Order for Distribution will be signed by this Court.

BY THE COURT:

\_\_\_\_\_  
President Judge

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 -181<sup>5</sup>-CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Complaint  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: 15587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

**FILED**

NOV 18 2005

0/3:05/w

William A. Shaw  
Prothonotary

1 cent to ATT

Jan 25, 2006 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw GK  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,	:	
Plaintiff	:	
	:	
vs	:	No. 05 - - CD
	:	
CLEARFIELD PROFESSIONAL GROUP,	:	
LTD.,	:	
Defendant	:	

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, PA 16830  
Telephone: 814-765-2641 Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

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:  
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No. 05 - - CD

**COMPLAINT**

COMES NOW, the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint based upon a cause of action whereof the following is a statement:

1. The Plaintiff, Clearfield Hospital ("Hospital"), is a Pennsylvania nonprofit hospital healthcare provider located in Clearfield County, Pennsylvania, at 809 Turnpike Avenue, P.O. Box 992, Clearfield, PA 16830.

2. The Defendant, Clearfield Professional Group, Ltd. ("Pro Group") is a professional corporation of physicians providing physician healthcare services within the Clearfield County area and principally at the Hospital with a principal address located at 820 Turnpike Avenue, Clearfield, PA 16830.

3. On or about May 5, 2004, Defendant Pro Group entered into an Employment Contract to employ Morohunfolu Emmanuel Akinnusi ("Akinnusi") a licensed physician ("Akinnusi Contract"). A copy of that Contract is attached hereto, made part hereof and incorporated herein as "Exhibit A".

4. The Akinnusi Agreement provides that Akinnusi's employment was to commence on the effective date of July 6, 2004 and to continue until July 6, 2005.



5. In order to encourage Defendant Pro Group to recruit, employ and ultimately enter into the Akinnusi Agreement, Plaintiff Hospital entered into a Group Recruitment Agreement dated June 23, 2004 ("Recruitment Agreement") with Defendant Pro Group relative to the hiring of Akinnusi. A copy of the Recruitment Agreement is attached hereto, made part hereof and incorporation herein as "Exhibit B".

6. The Recruitment Agreement (Section 2) provided that the Plaintiff Hospital would guarantee that Pro Group would receive each month during the one-year Guarantee Period, Net Practice Income for Akinnusi (as those terms are defined within the Recruitment Agreement) equal to \$12,500 to an annualized total of \$150,000 (the "Guarantee").

7. Both the Akinnusi Agreement and the Recruitment Agreement provide that the Agreements were to be effective as of June 6, 2004 so that Akinnusi's employment and the one year time frame for the Guarantee began simultaneously.

8. Pursuant to both the Akinnusi Agreement and the Recruitment Agreement, Akinnusi generated receipts for medical services provided for the months of July, 2004 through March of 2005 in the amounts set forth on a schedule of the M. E. Akinnusi M.D. Income Guarantee ("Schedule") attached hereto, made part hereof and incorporated herein as "Exhibit C".

9. Pursuant to the Recruitment Agreement, Plaintiff Hospital provided to Pro Group Guarantee amounts to supplement Akinnusi's income receipts in the amounts also set forth on Exhibit C.

10. On or about April 10, 2005, Akinnusi ceased providing physician healthcare services pursuant to the Akinnusi Agreement and generally within the Clearfield area.

**COUNT I**  
**BREACH OF CONTRACT**

11. Plaintiff incorporates previous Paragraphs 1 through 10 as though the same were more fully set forth at length herein.

12. Pursuant to the Recruitment Agreement and the Schedule, Plaintiff Hospital provided to Defendant Pro Group an adjusted total of \$28,486.75.

13. The Recruitment Agreement provides for the repayment by the Defendant Pro Group to the Plaintiff Hospital any amounts advanced under the Guarantee that have not otherwise been repaid or credited, all also as provided in the Recruitment Agreement.

14. Despite reasonable requests, Defendant Pro Group has refused and continues to refuse to comply with the Recruitment Agreement relative to repayment of unreimbursed or non-credited portions of the Guarantee.

15. The amount now due and owing from the Guarantee is the fair, reasonable and actual amount that the Defendant Pro Group is obligated to pay.

WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

**COUNT II**  
**QUASI-CONTRACT**

16. Plaintiff Hospital incorporates previous Paragraphs 1 through 15 as though the same were more fully set forth at length herein.

17. Plaintiff Hospital paid the amount set forth in Paragraph 13 hereof to Defendant as is indicated on Exhibit C.

18. Defendant Pro Group has otherwise received and accepted the benefit of the advanced payment Guarantee described herein.

19. Defendant Pro Group has accordingly been unjustly enriched in the amount of the advanced payments described in Paragraph 13 hereof and Exhibit C.

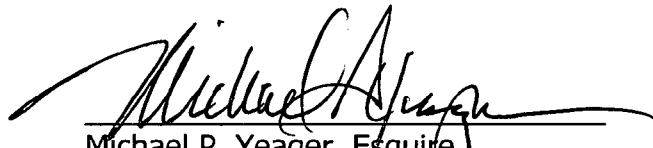
WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Defendant Pro Group the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

**COUNT III**  
**CONTRACT IMPLIED IN FACT**

20. Plaintiff Hospital incorporates previous Paragraphs 1 through 19 as though the same were more fully set forth at length herein.

21. Plaintiff Hospital believes and therefore avers that a contract to return the advanced funds may be implied from the documents described previously herein as well as from the circumstances implied from the events described herein, and the benefits conferred and received by the Defendant Pro Group as aforesaid.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff Hospital

## EMPLOYMENT CONTRACT

THIS CONTRACT, dated the 5th day of May, 2004, to be effective as of July 6, 2004 by and between **CLEARFIELD PROFESSIONAL GROUP, LTD.**, A Pennsylvania professional corporation, having its principal office at 820 Turnpike Avenue, Clearfield, Pennsylvania 16830 (hereinafter referred to as "Employer"), and **MOROHUNFOLU EMMANUEL AKINNUSI, M.D.** (hereinafter referred to as "Employee").

### WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as a physician on the terms and conditions set forth herein; and

WHEREAS, Employee is a licensed physician in the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby agrees to said employment in accordance with the terms and conditions hereinafter set forth.
2. Term. Employment shall commence on the effective date hereof and continue until July 6, 2005, and thereafter from year to year unless terminated pursuant to the terms thereof.
3. Compensation. Employee's compensation shall be determined as follows:
  - (a) During the first year of employment the physicians compensation will be \$150,000.00 or 60% of his gross receipts, whichever is greater.
  - (b) In subsequent years the compensation shall be determined by calculating the gross receipts generated by the physician and expenditures incurred by the physician, including an equal share of office overhead expenses. The physician will be compensated the difference between these two calculations.

This compensation shall be payable pursuant to Employer's customary payroll practices, unless otherwise agreed. All compensation paid to Employee as the result of employment shall



be subject to the customary withholding and other employment taxes as required by federal, state and local laws with respect to compensation paid by an employer to an employee.

4. Signing Bonus. Employer will provide a signing bonus in the amount of \$10,000.00 upon execution of this employment contract.
5. Moving Expense. It is anticipated that Clearfield Hospital will provide reasonable payment for moving expenses through a separate agreement between Clearfield Hospital and Employer.
6. Legal Fees. Clearfield Hospital guarantees it will provide payment for legal fees associated with maintaining Employee's visa.
7. Fringe Benefit Plans. Employee shall be entitled to participate in Employer's fringe benefit plans and programs according to the terms and conditions of the various plans and programs as currently maintained or subsequently amended or terminated. Such plans and programs may be amended or terminated at Employer's sole discretion subject only to any laws governing the amendment or termination of such plans and programs, and Employee agrees that such amendments or terminations shall not violate the terms of this Contract. Employer shall not be required to compensate Employee for any loss caused by any curtailment of fringe benefits hereunder. Employer will provide Employee with family health insurance according to the group health insurance policy in effect at the time of employment.
8. Business Expenses. Employer shall, as a general policy, reimburse Employee for all reasonable business and professional expenses incurred by Employee in connection with Employee's employment hereunder. Employee must submit an itemized accounting of expenses incurred in order to qualify for reimbursement. Employee shall, at such times as Employer shall specify, repay to Employer all amounts paid to or on behalf of Employee for which Employee does not fully and adequately account, or Employer, as its sole option, may waive reimbursement and issue necessary governmental forms which show such amounts as additional income to Employee.
9. Disallowed Expenses and Compensation. If tax deductions claimed by Employer for business expenses directly paid on Employee's behalf or reimbursed to Employee shall be disallowed, the amount disallowed shall be deemed to be additional compensation to Employee. If any

portion of Employee's compensation or any reclassified disallowed business expenses shall be disallowed as a tax deduction to Employer, Employee shall repay the disallowed amount to Employer within ninety (90) days after such disallowance. A deduction shall be deemed to be disallowed for purposes of this Section when:

- (a) the taxing authority disallows the deduction and Employer agrees to the disallowance, or
- (b) a court of competent jurisdiction disallows the deduction and Employer does not validly appeal from the judgment.

It shall be Employee's responsibility to pay any additional taxes imposed on either Employer or Employee due to such disallowance. Employee may contest such disallowance at Employee's expense, but Employer shall not be required to assist or participate in such action except for providing data which is in Employer's possession.

10. Facilities. Employer shall provide Employee with such facilities, equipment, services and supplies as Employer deems necessary in order for Employee to fulfill the duties undertaken pursuant to this Contract.

11. Duties. Employee agrees to:

- (a) devote Employee's full working time and best efforts to rendering services on behalf of Employer and to render such services with competence, efficiency and fidelity;
- (b) comply with Employer's policies, standards and regulations and with the ethical precepts of Employee's profession;
- (c) perform such reasonable management or administrative duties as are necessitated by the nature of the practice or required by Employer;
- (d) promote Employer's interest by entertainment or otherwise, to the extent permitted by law and professional ethics;
- (e) maintain and improve Employee's professional skills and reputation by continuing education and by Employee's involvement in professional associations.

12. Fees Earned. All fees, accounts receivable or other remuneration received by Employee or Employer as a result of the rendition of services as well as compensation for lectures, professional papers, royalties and the like shall be the property of Employer and are hereby

assigned and shall be paid to Employer. Such remunerations will be added to Employee's monthly salary. Employee agrees to participate in any assignment account or third party payor program established by Employer for this purpose.

13. Authority. Employee shall have no authority to contract for or to obligate Employer in any way unless Employer's board or executive officers shall specifically confer such authority. It is understood and agreed that Employer shall have complete and sole control and authority with respect to:

- (a) the amount of fees charged for professional services;
- (b) whether Employer and/or Employee shall be participating physicians in any third party payor program relating to services performed by or on behalf of Employer or Employee;
- (c) the scheduling and assignment of professional and administrative duties; and
- (d) the right to change employment practices not expressly governed by this Contract.

14. Patient and Business Records. All patients seen by Employee while employed hereunder shall be patients of Employer. All files, records and documents pertaining to client or patients of Employer, to professional services rendered by Employee to and for Employer and all business records pertaining to such treatment shall belong to and remain the property of Employer; provided, however, that upon termination or employment hereunder, Employee shall have the privilege of reproducing, at Employee's expense, such portions of said files, records and documents as Employer may permit and designate; and provided, further, that the provisions of this Section shall be subject to all applicable laws and standards of professional ethics.

15. Professional Liability Insurance.

- (a) As a condition to continued employment under Contract, Employee must apply for and obtain professional liability insurance providing at least the coverage mandated by the applicable state law, if any, from a carrier licensed to do business in the State of Pennsylvania. Employer may require that Employee obtain such coverage from the same insurance carrier which insures other physicians employed by or providing professional services for Employer. Furthermore, Employer may require Employee to obtain insurance coverage with higher

policy limits if such coverage is reasonably available and Employer acts justifiably and in good faith.

(b) Professional liability insurance during the first year of employment will be provided by the Clearfield Hospital. In subsequent years professional liability insurance will be provided by Employer as an overhead expense

(c) Employee is responsible to pay the annual insurance premiums for the professional liability insurance required hereby; however, Employee shall be reimbursed by Employer except as otherwise provided herein.

(d) In the event that Employer has agreed and Employee has obtained claims-made professional liability insurance, the Employee shall purchase the tail insurance policy. Employer shall reimburse Employee for the tail premium in all circumstances.

(e) Employer's responsibility to reimburse Employee for the insurance premiums as provided herein shall be limited to the basic insurance premium for a standard non-rated policy.

(f) Any professional liability insurance policy obtained in accordance with this provision shall, if required by Employer, name Employer as an additional insured. Employer shall bear any additional premium cost arising out of this additional coverage.

(g) If Employee fails to obtain and pay for any insurance, the Employer is authorized but is not required to obtain such coverage. Employee shall be liable for the cost of such coverage and hereby authorizes Employer to withhold the cost of the insurance from any funds due Employee from Employer, without limiting any other legal remedies of Employer.

16. Indemnity and Insurance. Employee shall indemnify Employer from and against any liabilities, costs, damages or other losses caused by Employee's performing or failing to perform any duties, including but not being limited to third party payor refund claims for fraudulent, negligent or otherwise illegal or improper billing and including claims involving professional services. Notwithstanding the above, Employee shall not be required to indemnify Employer if such indemnification is precluded by an affected malpractice insurance carrier to increase the malpractice liability exposure of any insurer providing coverage to Employer or Employee. To the extent that such liabilities, costs, damages or other losses are covered or compensated for



by insurance purchased by Employer, Employee shall not be obligated to Employer hereunder; but shall be subject to such subrogation rights as provided in those insurance policies.

17. Loyalty. During the term of this Contract, Employee shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express prior written consent of Employer, engage in any professional practice or in any activity competitive with or adverse to the business, practice or affairs of Employer unless such activity is disclosed to permitted in writing by Employer. Activities adverse to the business, practice or affairs of Employer shall include but not be limited to, the copying of patient files or address lists, the establishment of a separate office or arrangements to do this in the future, and the solicitation of any patient or entity doing business with Employer. This restriction shall not apply to activities of an emergency or good samaritan nature or to services donated for charitable or educational events or purposes.
18. Vacations and Meetings. Employee shall be entitled to two (2) weeks vacation per year plus an additional one (1) week time off for attendance at professional meetings and seminars during the first year of employment. In subsequent years Employee shall be expected to work a schedule similar to other physicians of Employer.
19. Disability. If employee shall be come physically or mentally disabled, Employee shall be entitled to continue to receive the compensation and fringe benefits, which are described in this Contract, for an additional sixty (60) days. If Employee has not returned to work or made mutually satisfactory arrangements with Employer for return on or before the last day of the disability payment period provided herein, the employment hereunder shall be terminable by Employer upon fourteen (14) days' notice.
20. Definition of Disability. Disability shall mean Employee's inability to perform Employee's normal duties defined herein.
21. Consecutive Disabilities. If Employee, having once been disabled, shall again be disabled for a succeeding period or periods, the succeeding period or periods of disability shall be considered as continuations of the first for purposes of computing the above compensation adjustments. This rule shall not apply however, if:

- (a) Employee returns to full-time duty for three (3) consecutive months between two (2) consecutive periods of disability, or
- (b) an independent physician certifies in writing that the causes of the two (2) consecutive disabilities are unrelated.

If either of the conditions is satisfied, a new period of disability shall be commenced.

22. Disability Insurance. Any Employer-financed disability insurance payments which the disabled Employee receives shall reduce Employer's continuing obligations to pay compensation and fringe benefits hereunder by the amount of the insurance payments received. Employer agrees, however, that any such insurance payments shall be Employee's property, even after Employee's right to compensation and/or fringe benefits under this Contract or the employment hereunder shall have terminated.
23. Salary Continuation. Upon Employee's separation from service of the Employer after thirty-six (36) months of employment due to Employee's death, disability, retirement or a voluntary termination by Employee, the Employer shall pay Employee the receivables generated by Employee's activities minus a five (5) percent billing charge.
- Any amount received pursuant to this provision shall not constitute compensation for purposes of Employer's qualified retirement plans.
24. Termination. Employee's employment hereunder shall be terminated under the following conditions:
- (a) Mutual Consent. Employee's employment hereunder may be terminated at any time by the mutual consent of the Employer and Employee or, if Employee shall be incompetent, Employee's legal representative.
  - (b) Written Notice. Either party may unilaterally terminate Employee's employment hereunder at any time by delivering a signed and dated written notice of the intention to terminate to the other at least sixty (60) days prior to the intended date of termination.
  - (c) Loss or Suspension of Professional License. Employee's employment hereunder may be terminated by Employer immediately and without written notice upon loss or suspension of Employee's license or authority to practice Employee's profession in any jurisdiction in which

Employer is doing business or Employee's violation of any professional oath or professional licensing statute.

(d) Competition. Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, if Employee directly or indirectly competes with Employer during the term of this Contract, in violation of the prohibitions herein.

(e) Loss of Staff Privileges. Employee's employment hereunder may be unilaterally suspended by Employer during any period that Employee's staff privileges at any of the following medical facilities are suspended, revoked or otherwise curtailed: Clearfield Hospital. If said curtailment cannot be cured, this Contract may be unilaterally terminated with thirty (30) days' advance written notice.

(f) Death or Dissolution: Employee's employment hereunder shall be automatically terminated by the dissolution of Employer or the death of Employee, with the termination for death being subject to any death benefit provisions herein.

(g) Material Breach. Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, in the event of any material breach hereof by Employee.

(h) This Contract shall terminate whenever both parties have performed all actions required hereunder.

25. Forfeitures. Employee shall forfeit all rights under this Contract if Employee's employment hereunder is terminated due to Employee's acts of disloyalty, dishonesty or competition against Employer. If Employee participates in immoral conduct which injures the reputation of Employer or commits any material breach hereof (other than those described above), Employee shall forfeit rights under this Contract to the extent of damages to the Employer so caused by Employee.

26. Responsibility for Prepaid Expenses. Upon termination of Employee's employment hereunder for any reason, Employee shall reimburse Employer for any unearned prepaid expenses within fifteen (15) days following the termination of Employee's employment hereunder. Prepaid

expenses shall include all times paid in advance by Employer on behalf of Employee including, but not being limited to, fringe benefit premiums (e.g., health, life and disability insurance), hospital staff and professional society dues, professional publications, state license fees, etc. Malpractice insurance premiums shall be allocated as provided by the Section herein entitled "Professional Liability Insurance."

The unearned portion of the expenses shall be determined in reference to the time period covered by the payment in relation to the number of days in that period prior to the termination of Employee's employment hereunder.

27. Restrictive Covenants.

(a) In the event of the termination of Employee's employment for any reason or no reason whatsoever, Employee shall not, for a period of twenty-four (24) months, practice medicine within the service area of Clearfield Hospital as such service area is defined from time to time by Clearfield Hospital; nor will Employee maintain staff privileges at Clearfield Hospital during the aforesaid twenty-four (24) month period.

(b) Employer and Employee hereby specifically acknowledge that the covenants set forth in Subsection (a) above have been agreed to by them after numerous meetings, negotiations and various proposals regarding the terms of the covenants, and have had the opportunity for consultation with and review of the covenants by their respective legal counsel, and that, but for the agreement of Employee to comply with such covenants, Employer would not have agreed to enter into this Contract.

(c) It is hereby acknowledged and agreed by the parties that Employee's violation of this covenant shall severely damage Employer's practice and the parties recognize that in the event Employer elects to pursue the enforcement of this covenant in law, the parties acknowledge and agree that the liquidated damages for Employee's violation of this covenant shall be an amount equal to One Thousand Dollars (\$1,000.00) per month during which Employee is in violation of this covenant.

(d) In the event that the employment relationship between Employee and Employer continues

after the term of this Contract, whether via oral or written extension, the parties agree that the covenant not to compete which exists in this Section 24 will continue.

28. Interpretation. This Contract shall be interpreted under Pennsylvania law. All masculine terms shall include the feminine counterpart and all singular terms shall include plural and vice versa, as necessary to interpret and enforce the intent of this Contract. All captions are included only for reference and shall not constitute substantive provisions hereof.
29. Assignability. Employee may not assign any personal obligations or duties required under this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.
30. Offset of Liabilities. Upon termination of Employee's employment with Employer for any reason, Employer may deduct or offset any amounts owed to Employer by Employee against any amounts otherwise owed to Employee. This Section shall apply to all amounts owed by Employee to Employer regardless of the source or cause of the amounts owed and including by way of illustration and not limitation, all advances, prepayments and loans. In addition, Employee shall be deemed to owe to Employer any amounts which the accountants regularly servicing Employer find to be necessary to reflect Employee's share of any accruable or accrued liabilities, including but not limited to employee compensation and bonuses, which are not otherwise reflected in the calculations made hereunder or on the corporate financial statements. The rights established under this Section shall be in addition to and not in lieu of Employer's other available remedies.
31. Employee Warranties and Representations. Employee warrants and represents that Employee:
- (a) maintains a valid license to practice medicine in Pennsylvania;
  - (b) maintains all licenses required to prescribe narcotics and controlled substances in Pennsylvania.
  - (c) has never had any medical licenses suspended or revoked in any state in which Employee has practiced medicine;
  - (d) has never had any medical staff memberships and/or clinical privileges suspended or revoked by any hospital or medical facility at which Employee was practicing medicine.

32. Financial Calculations. Except as otherwise provided herein, all financial calculations required to be performed herein shall be performed by the accountants regularly servicing Employer's books and shall be consistent with the methods, formulas, and calculations normally used by Employer in making such calculations.


33. Arbitration. Any dispute arising between the parties regarding the enforcement of application of this Contract, except for any issue regarding specific enforcement of any restrictive covenant by injunction, which cannot be amicably resolved, must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association and may be initiated by either party. Employer may, in its sole discretion, suspend all payments to or on behalf of Employee pending a final determination by any arbitration procedure or court, regardless of which party initiated suit.

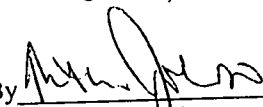
34. Entire Agreement. This Agreement is the entire agreement between Employer and Employee and shall supersede all other oral and/or written agreements and/or understandings between Employer and Employee with respect to the subject matter hereof.

INTENDING TO BE LEGALLY BOUND BY THIS CONTRACT, the parties sign below on the date hereinabove first written.

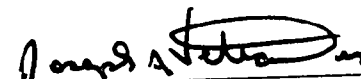
ATTEST:

CLEARFIELD PROFESSIONAL  
GROUP,


By   
Emmanuel F. Akinnusi, M.D.

By   
President

WITNESS:



WITNESS:



# **GROUP RECRUITMENT AGREEMENT**

## **BY AND BETWEEN**

**CLEARFIELD HOSPITAL**, a nonprofit corporation, organized under the laws of Pennsylvania (hereinafter called "the Hospital")

**A  
N  
D**

**CLEARFIELD PROFESSIONAL GROUP, LTD.**, a professional corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter called "the Group")

## **WITNESSETH:**

**WHEREAS**, the Hospital is organized for the charitable purpose of the promotion of health; and

**WHEREAS**, in furtherance of this purpose, the Hospital desires to encourage physicians in needed specialties to establish their practices in the community primarily served by it ("the Service Area"); and

**WHEREAS**, the Hospital has determined that there is a need for the services of certain medical specialties in the Service Area including Internal Medicine; and

**WHEREAS**, **EMMANUEL AKINNUSI, M.D.**, is licensed to practice medicine in the Commonwealth of Pennsylvania and has not previously practiced in the Service Area or been affiliated with another hospital in the Service Area; and

**WHEREAS**, Dr. Akinnusi desires to specialize in the practice of Internal Medicine in the Service Area; and



**WHEREAS**, the Hospital has determined that it is in the best interests of the people in said Service Area to provide an income guarantee and other financial incentives sufficient to induce Dr. Akinnusi to relocate to the Service Area and permit Dr. Akinnusi to establish a full-time practice of Internal Medicine in the Service Area; and

**WHEREAS**, Dr. Akinnusi intends to practice as an employee of the Group; and

**WHEREAS**, the Hospital has also determined that if Dr. Akinnusi chooses to practice with the Group, as opposed to practicing on a solo basis, the Hospital will be better able to achieve its goal of promoting the health of the people in the Service Area by virtue of the cross-coverage and internal peer review that are inherent in group practice.

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

**Section 1. Definitions**

For purposes of this Agreement:

- (a) "Net Practice Income" shall mean all fees collected by the Group on a cash basis for all medical services rendered by Dr. Akinnusi in the course of his practice during the Guarantee Period, whether billed under Dr. Akinnusi's name or not, less Office Expenses of forty percent (40%) of gross cash receipts.
- (b) "Starting Date" shall mean on or about July 6, 2004, provided that the following has occurred: (i) Dr. Akinnusi has been appointed to the Hospital's active medical staff; (ii) Dr. Akinnusi has submitted an application for provider numbers and the Group's office has been staffed, equipped and open to see patients; and (iii) at least one advertisement has been run in the local newspaper announcing that Dr. Akinnusi's office is open and he is accepting patients.
- (c) "Guarantee Period" shall mean the 12 month period commencing on the Starting Date and continuing for a period of 12 months until July 5, 2005.



- (d) "Repayment/Forgiveness Period" shall mean the period commencing on July 6, 2005 and continuing for a period of five years until July 6, 2010.
- (e) "Equipment" shall mean (i) standard equipment needed in the office such as files, typewriters, duplicating equipment, desks, chairs, etc., and (ii) medical equipment reasonably sufficient for the practice of Dr. Akinnusi's specialty.
- (f) The "Equipment", both medical and office, required for Dr. Akinnusi to practice medicine is already owned by the Group. It is anticipated that no new equipment will be needed.
- (g) "Office Expenses" shall be accepted as forty percent (40%) of gross cash receipts and shall cover all of the usual expenses of practicing medicine during the guarantee period except malpractice insurance and the cost of books, journals, and continuing medical education.
- (h) "Service Area" shall mean primary and secondary areas of patients serviced by the Hospital as determined in maps.

## **Section 2. Financial Guarantee**

The Hospital guarantees to the Group that the Group will, during each month of the one-year Guarantee Period, receive Net Practice Income for Dr. Akinnusi of Twelve Thousand Five Hundred Dollars (\$12,500.00) [\$150,000.00 annually] (the "Guarantee"). For each calendar month, beginning with the month in which the Starting Date occurs, that Net Practice Income for such month is less than the Guarantee, the Hospital shall advance to the Group the difference between the Guarantee and the amount of Net Practice Income received by the Group for Dr. Akinnusi during that month. The Group and Dr. Akinnusi shall make all the financial information deemed necessary by the Hospital to make such calculation available to the Hospital as soon as possible after the end of each month during the Guarantee Period. The Hospital agrees to make any required advance within 15 days of receipt of such information.

### **Section 3. Financial Obligation of the Physician**

- (a) If, in any month during the Guarantee Period, Net Practice Income exceeds the Guarantee, the Hospital will make no payment to the Group.
- (b) During the Guarantee Period, the Group and Dr. Akinnusi will make a good faith effort to collect all accounts receivable, and hereby grants to the Hospital a security interest in said accounts receivable in an amount equal to the unrepaid balance of the amounts advanced to the Group under the Guarantee. Dr. Akinnusi shall execute such documents as the Hospital determines may be necessary to perfect that security interest.
- (c) The Group shall execute a Promissory Note at the end of the Guarantee Period evidencing the obligation to repay any amounts advanced under the Guarantee that have not been repaid as of the expiration or termination of the Guarantee Period. Provided, however, that for each month during the Repayment/Forgiveness Period that Dr. Akinnusi maintains a full-time practice in the Service Area and continues to fulfill the Community Service Obligations set forth in the Agreement, the Hospital shall forgive the amount owed to it in the next monthly installment due under the Promissory Note and each month release Dr. Akinnusi and the Group from any repayment obligation for that installment. If Dr. Akinnusi ceases to comply with any provision of this Agreement prior to the end of the Repayment/Forgiveness Period, the remaining payments still due and owing to the Hospital shall not be forgiven and shall be repaid in accordance with Section 4(d).
- (d) The terms of the Promissory Note shall include language as follows:  
For value received, and intending to be legally bound, the Group promises to pay to the order of the Hospital the principal sum equal to the total amount advanced to the Group by the Hospital but not repaid to the Hospital pursuant to the Agreement between the Group and the Hospital, the Starting Day of which is **July 6, 2004**, plus all interest due thereon, as said amount is reflected on the books of the Hospital. The Hospital shall give written notice to the Group of the amount so owed as of the date of expiration or termination of the Guarantee Period. Terms used in the Note shall have the same

meanings as set forth in this Agreement. Principal and interest shall be paid in sixty (60) equal monthly installments beginning on the first day of the Repayment/Forgiveness Period and on the first day of each subsequent month thereafter, subject to forgiveness provisions contained in this Agreement. Interest shall begin to accrue on July 6, 2005. The rate of said interest shall be the prime interest rate plus one percentage point (1%) as reported in the last edition of the Wall Street Journal published and shall remain at said rate for the term of the Promissory Note. Said interest shall be due and payable along with the principal. A schedule of installment payments actually due shall be prepared by the Hospital and transmitted to the Group on or before the date that the first payment is due. After maturity, interest shall accrue at the interest rate specified above until all sums due hereunder are paid. So long as the Hospital is the holder hereof, the Hospital's book and records shall evidence at all times all amounts outstanding under the Note and the date and amount of each advance and payment made pursuant hereto. This prompt and faithful performance of all of the Group's obligations hereunder, including, without limitation, time of payment, shall be of the essence of the Promissory Note.

- (e) The Group hereby warrants that neither the Group nor Dr. Akinnusi has ever declared bankruptcy. Dr. Akinnusi and the Group shall not use this Agreement or the amounts due hereunder as collateral for any other debt, loan or obligation without the prior written consent of the Hospital. Creditors of Dr. Akinnusi and the Group shall not have recourse against the Hospital with respect to any debt, loan or obligation of Dr. Akinnusi or the Group.
- (f) The financial terms of this Agreement, including the amounts of any and all advances and reimbursements to the Group, shall be strictly confidential. The Group and Dr. Akinnusi shall not discuss the financial terms of this Agreement with or otherwise disclose or communicate its contents to any person or entity other than their attorneys, financial advisors or accountants without the express written consent of the Hospital, unless compelled by subpoena or other legal process.

#### **Section 4. Relocation Expenses**

The Hospital will reimburse Dr. Akinnusi for expenses approved by the Hospital (up to \$5,000.00) that are reasonably incurred in relocating Dr. Akinnusi and his immediate family upon furnishing the Hospital with a receipt for the same.

#### **Section 5. Signing Bonus**

The Hospital will provide Dr. Akinnusi a \$10,000.00 signing bonus which is due and payable at the time of contract execution.

#### **Section 6. Professional Liability Insurance**

During the guarantee period, the Hospital shall provide Dr. Akinnusi with professional liability insurance and tail coverage with basic limits as required in Pennsylvania and/or as required of all members of the Hospital's Medical Staff. The Group or Dr. Akinnusi shall be responsible for insurance after the guarantee period.

#### **Section 7. Reporting of Payments**

The Hospital shall report to the Internal Revenue Service and to such state and local taxing authorities as may be applicable, any income realized by the Physician pursuant to this Agreement as required by law, pursuant to IRS Form 1099 or similar forms used for such purposes.

#### **Section 8. No Requirement to Make Referrals**

- (a) There is no requirement that Dr. Akinnusi or the Group make referrals to, be in a position to make referrals to, or otherwise generate business for the Hospital as a condition of receiving the benefits hereunder.
- (b) The Group shall not restrict or prohibit from establishing staff privileges at, referring any service to, or otherwise generating any business for any entity besides the Hospital of Dr. Akinnusi's choosing.

- (c) The amount or value of the recruitment benefits provided by the Hospital hereunder shall not vary (or be adjusted or renegotiated) based on the volume or value of any expected referrals to, or business otherwise generated for, the Hospital or its affiliates.

#### **Section 9. Community Service Obligations of the Physician**

In order to carry out the purpose of this Agreement, which is to make needed medical services more readily available to the people within the Service Area, the Group shall require Dr. Akinnusi to comply with the following Community Service Obligations:

- (a) Dr. Akinnusi shall:
  - (i) Meet and continue to meet the criteria for active medical staff appointment as set forth in the Hospital's Medical Staff Bylaws;
  - (ii) Apply for and maintain clinical privileges to practice Internal Medicine commensurate with the procedures that he shall be performing at the Hospital
  - (iii) Comply with the Bylaws, Rules and Regulations, Policies and Procedures of the Hospital and its medical staff;
  - (iv) Exercise that standard of skill, diligence, and regularity as generally applicable to the practice of Internal Medicine in the Service Area;
  - (v) Obtain and/or maintain a license to practice medicine in Pennsylvania and current unrestricted narcotics registration from the DEA; and
  - (vi) Obtain and/or maintain board certification in Internal Medicine.

In the event that Dr. Akinnusi fails to meet any of the above requirements, this Agreement shall automatically terminate.

- (b) The Group is an independent contractor and shall conduct its independent practice of Internal Medicine in the Service Area. However, in order to fulfill the community need for which Dr. Akinnusi was recruited to the Service Area, during the Term of this Agreement the Group shall require Dr. Akinnusi to provide patient services within the Service Area of the Hospital on a full-time (40 hour-per-week) basis. The Group will also limit Dr. Akinnusi's vacation and educational leave time to two weeks of vacation time annually and one week of continuing medical education time.

- (c) In order to assure adequate access to care by patients in the Hospital's Service Area, Dr. Akinnusi shall execute such agreements as may be necessary to become, and shall remain, a participating provider in the federal Medicare program, the Pennsylvania Medicaid program. Dr. Akinnusi shall also participate in the Hospital's call roster and shall treat any patients referred or assigned pursuant to the Hospital's Emergency Department or service on-call rosters, regardless of the insurance status of such patients or their ability to pay. In the event that Dr. Akinnusi's participation in Medicare or Medicaid terminates for any reason or he is otherwise excluded or precluded from participation in either of those programs, this Agreement shall automatically terminate.

#### **Section 10. Independent Contractor**

In the performance of all obligations hereunder, the Group and Dr. Akinnusi shall be deemed to be independent contractors and not employees of the Hospital and the Hospital shall not withhold, or in any way be responsible for, the payment of any federal, state or any local income or wage taxes, F.I.C.A. taxes, unemployment compensation, or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on their behalf. The Group shall indemnify and hold the Hospital harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits.

#### **Section 11. Billing for Professional Services**

- (a) Billing for professional services rendered by Dr. Akinnusi shall be the responsibility of the Group.
- (b) During the Guarantee Period and period of forgiveness thereafter, the Hospital reserves the right to retain its own accountant to verify the billings, receipts, revenues and expenses attributable to Dr. Akinnusi's practice and such other information necessary to effectuate the terms of this Agreement, and Dr. Akinnusi and the Group shall permit the Hospital and its designated accountant to have access to this information.

## **Section 12. Termination**

- (a) This Agreement shall expire at the end of the Term of this Agreement, provided, however, Dr. Akinnusi's obligations described in Section 4 of this Agreement shall not be affected by the termination or expiration of this Agreement.
- (b) The Hospital and the Group shall each have the right to terminate this Agreement by giving written notice to the other party of material breach of any term(s) of this Agreement  
(effective on the date stated in the notice which must be at least 45 days after its receipt by the party in material breach) if the party in material breach fails to cure the material breach(es) prior to the termination date stated in said notice.
- (c) In the event that (I) the Hospital terminates this Agreement due to material breach by the Group or Dr. Akinnusi, (ii) the Group or Dr. Akinnusi terminates this Agreement for a reason other than those specified in Section 9(a), 9(b), or 9(c) the Agreement automatically terminates, then the entire amount advanced pursuant to Section 2 of this Agreement, plus all applicable interest, less any repayments made by the Group, less any forgiveness prior to the effective date of said termination, shall be repaid to the Hospital by the Group in accordance with Section 4(c) and 4(d).
- (d) In the event of Dr. Akinnusi's death, disability, or any other circumstance that prevents Dr. Akinnusi from practicing medicine full-time, the Agreement shall automatically terminate.
- (e) In the event:
  - (i) of the termination of this Agreement pursuant to this Section;
  - (ii) of the termination of this Agreement due to the Hospital's material breach of this Agreement; or
  - (iii) the Group or Dr. Akinnusi cannot perform the covenants of this Agreement due to unforeseen circumstances beyond the Group's or Dr. Akinnusi's control, as judged solely by the Hospital,

The Group shall repay the entire amount advanced pursuant to Section 2 of this Agreement, plus all applicable interest, less any repayments made by the Group, less any forgiveness prior to the effective date of said termination pursuant to Section 4(c).

- (f) This Agreement and all of its terms and conditions shall terminate automatically in the event the Group repays all of the advances made by the Hospital pursuant to Section 2 of this Agreement, plus any applicable interest.

### **Section 13. 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.
- (b) The forgiveness provisions and other benefits provided hereunder shall only be effective to the extent not prohibited by law and to the extent they do not adversely affect the Hospital's tax-exempt status
- (c) In the event the Hospital determines that this Agreement is illegal or inconsistent with the Hospital's tax-exempt status, the forgiveness provision shall have no force and effect and the full amount of the outstanding balance shall be repaid to the Hospital in accordance with Section 4(c).

### **Section 14. Jurisdiction**

This Agreement shall be construed and enforced under, and in accordance with, the laws of Pennsylvania.

### **Section 15. Assignment**

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



## **Section 16. 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.

## **Section 17. 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)(1)) is applicable to this Agreement, the Group agrees as follows:

- (a) Until the expiration of four years after the furnishing of such services pursuant to this Agreement, the Group shall make available, upon written request from the Secretary of the federal Department of Health and Human Services or upon request from the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, any of the Group's books, documents and records that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and
- (b) If the Group carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-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 of the Secretary of the federal Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, any books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

#### **Section 18. Medical Record Documentation**

Every practitioner on the Medical Staff of Clearfield Hospital is responsible for completion of all of his/her medical record documentation prior to leaving the Medical Staff with the exclusion of an emergency situation. Failure to do so is considered a direct violation of the Medical Staff Bylaws of Clearfield Hospital, which is reportable to the National Practitioners Data Bank.

#### **Section 19. 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 20. 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.

#### **Section 21. 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 22. Compliance Programs**

The Group and Dr. Akinnusi shall cooperate with any and all corporate compliance programs now or hereafter instituted by the Hospital.

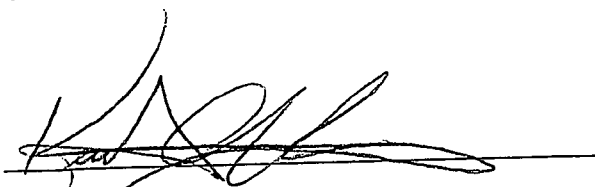
**Section 23. Relationship of Parties**

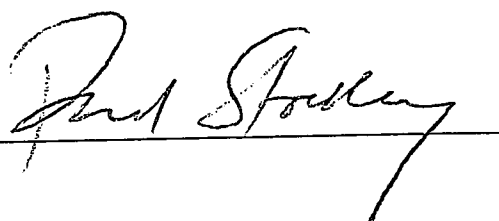
Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective the day and year first written above.

SIGNED

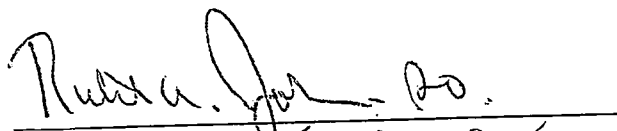
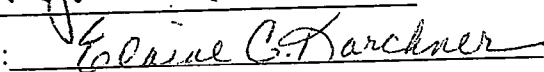
CLEARFIELD HOSPITAL

  
Kent C. Hess, President and CEO

Witness: 

Date: 6/25/04

CLEARFIELD PROFESSIONAL GROUP, LTD.

  
Witness: 

Date: 6/23/04

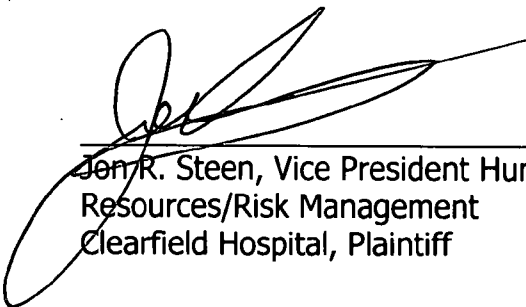
**M.E. Akinnusi, M.D. Income Guarantee**

	<b>Gross Receipts</b>	<b>CPG Cost (40%)</b>	<b>MEA Earnings</b>	<b>Guarantee</b>	<b>Received</b>
<b>July 2004</b>	\$ 1,229.00	\$ 491.60	\$ 737.40	\$ 11,762.60	8/17/2004
<b>August 2004</b>	\$ 1,405.36	\$ 562.14	\$ 843.22	\$ 11,656.78	9/22/2004
<b>September 2004</b>	\$ 34,390.68	\$ 13,756.27	\$ 20,634.41	\$ (8,134.41)	10/5/2004
<b>October 2004</b>	\$ 17,278.69	\$ 6,911.48	\$ 10,367.21	\$ 2,132.79	12/14/2004
<b>November 2004</b>	\$ 24,512.80	\$ 9,805.12	\$ 14,707.68	\$ (2,207.68)	12/14/2004
<b>December 2004</b>	\$ 15,942.36	\$ 6,376.94	\$ 9,565.42	\$ 2,934.58	1/11/2005
<b>January 2005</b>	\$ 15,832.02	\$ 6,332.81	\$ 9,499.21	\$ 3,000.79	
<b>February 2005</b>	\$ 13,984.79	\$ 5,593.92	\$ 8,390.87	\$ 4,109.13	
<b>March 2005</b>	\$ 11,111.63	\$ 4,444.65	\$ 6,666.98	\$ 5,833.02	
<b>April 2005</b>		\$ -	\$ -		
<b>May 2005</b>		\$ -	\$ -		
<b>June 2005</b>		\$ -	\$ -		



## VERIFICATION

**JON R. STEEN**, Vice President Human Resources/Risk Management of **CLEARFIELD HOSPITAL**, being duly sworn according to law, deposes and says that he, as such officer, being authorized to do so, has executed this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



---

Jon R. Steen, Vice President Human  
Resources/Risk Management  
Clearfield Hospital, Plaintiff

Date: October 24, 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

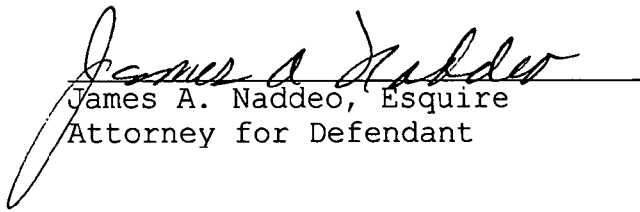
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No. 05-1815-CD

**NOTICE TO PLEAD**

TO THE PLAINTIFF:

You are hereby notified to file a written response to the enclosed New Matter and Counterclaim within twenty (20) days from service hereof or a judgment may be entered against you.

  
James A. Naddeo, Esquire  
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,	*	
Plaintiff,	*	
	*	
v.	*	No. 05-1815-CD
	*	
CLEARFIELD PROFESSIONAL	*	
GROUP, LTD.,	*	
Defendant.	*	
	*	
v.	*	
	*	
MOROHUNFOLU EMMANUEL	*	
AKINNUSI,	*	
Additional Defendant.	*	

ANSWER TO COMPLAINT, NEW MATTER AND COUNTERCLAIM

NOW COMES the Defendant, Clearfield Professional Group, LLP, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.

COUNT I  
BREACH OF CONTRACT

11. Defendant incorporates its answers to Paragraphs 1 through 10 of Plaintiff's Complaint by reference and makes them a part hereof.

12. Admitted.

13. Admitted.

14. Admitted but in further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

15. States a conclusion to law to which no answer is required. To the extent that an answer may be required said allegation is generally denied and in further answer thereto Defendant incorporates New Matter hereinafter set forth.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNT II  
QUASI-CONTRACT

16. Defendant incorporates its answers to Paragraphs 1 through 15 of Plaintiff's Complaint by reference and makes them a part hereof.

17. Admitted.

18. Admitted but in further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

19. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied. In further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNT III  
CONTRACT IMPLIED IN FACT

20. Defendant incorporates its answers to Paragraphs 1 through 19 of Plaintiff's Complaint by reference and makes them a part hereof.

21. States a conclusion of law to which no answer is required. To the extent that an answer may be required said allegation is denied. In further answer thereto Defendant sets forth New Matter hereinafter set forth by reference.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

NEW MATTER

22. That Defendant entered into a Group Recruitment Agreement with Plaintiff dated June 25, 2004, a copy of which is attached to Plaintiff's Complaint as Exhibit "B" and incorporated herein by reference.

23. That the terms and condition of the Agreement referred to in Paragraph 22 hereof required Plaintiff to guarantee the salary of Dr. Morohunfolu Emmanuel Akinnusi (hereinafter referred to as ("Akinnusi")) during the first year of his employment with Defendant which employment was to be for a term of one year commencing in June of 2004 and ending in May 2005.

24. That Akinnusi maintained employment with the Defendant from June 2004 until April 10, 2005.

25. That Plaintiff complied with the terms of its agreement with Defendant during the months of July through December 2004.

26. That commencing in January 2005 through March 2005 Plaintiff failed to reimburse Defendant for the short-fall between Dr. Akinnusi's income and his guaranteed salary of \$12,500 in the amounts set forth in Exhibit "C" of Plaintiff's Complaint which is incorporated herein by reference.

27. That Plaintiff breached its contract with Defendant by failing to tender the guaranteed amounts due to Defendant during the months of January through March 2005.

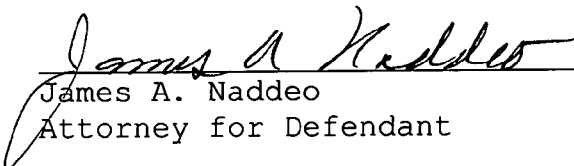
WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNTERCLAIM

28. That the Defendant incorporates Paragraphs 22 through 27 of its New Matter by reference and makes it a part hereof.

29. That as a result of Plaintiff's failure to reimburse Defendant for the guaranteed amounts due toward the salary of Akinnusi for the months of January through March 2005, Defendant Practice suffered serious economic harm in a liquidated amount in excess of Thirty Thousand (\$30,000.00) Dollars.

WHEREFORE, Defendant asserts a counterclaim against Plaintiff in an amount in excess of Thirty Thousand (\$30,000.00) Dollars with interest as allowable by law.

  
James A. Naddeo  
Attorney for Defendant

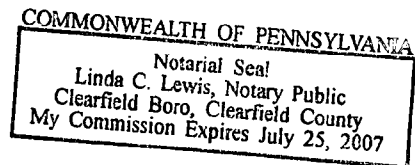
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared RICHARD A. JOHNSON, who being duly sworn according to law, deposes and states that he is the President of Clearfield Professional Group, LTD. and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Answer to Complaint and New Matter are true and correct to the best of his knowledge, information and belief.

Thelma W. Johnson

SWORN and SUBSCRIBED before me this 2nd day of December, 2005.

*Sandra C. Lewis*



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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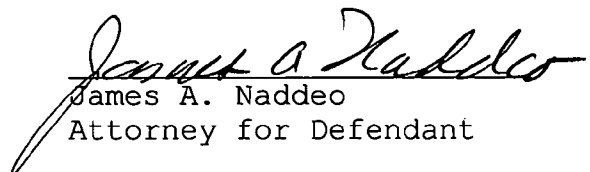
No. 05-1815-CD

CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of the Defendant's Answer, New Matter and  
Counterclaim was served on the following and in the following  
manner on the 13<sup>th</sup> day of December, 2005:

First-Class Mail, Postage Prepaid

Michael P. Yeager, Esquire  
110 North Second Street  
PO Box 752  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 – 1815 - CD

:

: Type of Case: Assumpsit

:

: Type of Pleading: Affidavit of Service

:

: Filed on Behalf of: Plaintiff

:

: Counsel of Record for this Party:

:

: Michael P. Yeager, Esq.

: Supreme Court No.: I5587

:

: P.O. Box 752

: 110 North Second Street

: Clearfield, PA 16830

:

: (814) 765-9611

Date: November 21, 2005

**FILED** No CC.  
0/31134m  
DEC 13 2005

William A. Shaw  
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

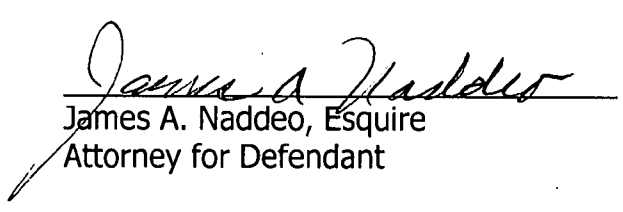
CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

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No. 05 -1815 CD

**AFFIDAVIT OF SERVICE**

I, JAMES A. NADDEO, ESQUIRE, attorney for the Defendant, Clearfield Professional Group, hereby accept service of the Complaint in the above-captioned matter on behalf of said Defendant as above-captioned.

  
James A. Naddeo, Esquire  
Attorney for Defendant

Dated: 11/21/05

County of Clearfield  
Clerk of Court  
James A. Naddeo  
Attorney for Defendant  
Clerk of Court

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

No. 05-1815-CD

Type of Pleading:

**COMPLAINT OF ORIGINAL  
DEFENDANT CLEARFIELD  
PROFESSIONAL GROUP, LTD.  
AGAINST ADDITIONAL  
DEFENDANT MOROHUNFOLU  
EMMANUEL AKINNUSI**

Filed on behalf of:  
Original Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esquire  
207 East Market Street  
PO Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** 2cc  
012:51/30/ Atty Naddeo  
DEC 13 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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No. 05-1815-CD

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Court Administrator  
Clearfield County Courthouse  
Market and Second Streets  
Clearfield, PA 16830

(814) 765-2641, ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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\* No. 05-1815-CD  
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COMPLAINT OF ORIGINAL DEFENDANT CLEARFIELD  
PROFESSIONAL GROUP, LTD AGAINST ADDITIONAL  
DEFENDANT MOROHUNFOLU EMMANUEL AKINNUSI

NOW COMES the Original Defendant, Clearfield Professional Group, LTD, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. That the Original Defendant is Clearfield Professional Group, LTD, a limited partnership, with its address at 809 Turnpike Avenue, Clearfield, Pennsylvania 16830.

2. That the Additional Defendant is Morohunfolu Emmanuel Akinnusi, an adult individual who resides at 41 Treebrooke Court, Williamsville, NY 14221.

3. That Plaintiff initiated this action against Original Defendant alleging a breach of contract arising out of a Group Recruiting Agreement dated June 25, 2004. A copy of Plaintiff's Complaint is attached hereto as Exhibit "A".

4. That according to Plaintiff's Complaint, Original Defendant has failed to reimburse Plaintiff for money advanced to Original Defendant to guarantee the salary of Additional Defendant during the time that he was employed by Original Defendant from July of 2004 through March, 2005.

5. That Original Defendant denies liability to the Plaintiff for the reasons set forth in Original Defendant's Answer, New Matter and Counterclaim, a copy of which is attached hereto as Exhibit "B".

6. That Additional Defendant was employed by Original Defendant from July 2004 through March 2005 in accordance with the terms and conditions of an Employment Agreement dated May 5, 2004, a copy of which is attached to Plaintiff's Complaint as Exhibit "A".

7. That the Employment Agreement between Original Defendant and Additional Defendant was to commence contemporaneously with the Group Recruiting Agreement signed by the Plaintiff and the Original Defendant on June 25, 2004, a copy of said Agreement is attached to Plaintiff's Complaint as Exhibit "B".

8. That Additional Defendant terminated his employment with Original Defendant in March 2005.

9. That Paragraph 16 of Original Defendant's Employment Agreement with Additional Defendant provides in part as follows:

"Employee shall indemnify Employer from and against any liabilities, costs, damages or other losses caused by Employee's performing or failing to perform any duties"

10. That Paragraph 26 of Original Defendant's Employment Agreement with Additional Defendant provides in part as follows:

"Upon termination of Employee's employment hereunder for any reason, Employee shall reimburse Employer for any unearned prepaid expenses within fifteen (15) days following the termination of Employee's employment hereunder. Prepaid expenses shall include all times (items) paid in advance by Employer on behalf of Employee including, but not being limited to, fringe benefit premiums (e.g., health, life and disability insurance), hospital staff and professional society dues, professional publications, state license fees, etc."

11. That during Additional Defendant's employment with Original Defendant, Original Defendant paid to Additional Defendant a monthly salary of Two Thousand Five Hundred (\$2,500.00) Dollars per month which salary resulted in a shortfall between income and salary from the commencement of Additional Defendant's employment to the date said employment was terminated.

COUNT I  
CONTRACT

12. That Original Defendant incorporates Paragraphs 1 through 11 hereof by reference and makes them a part hereof.

13. If it is judicially determined that Original Defendant is liable to the Plaintiff under the terms and conditions of the Group Recruiting Agreement dated June 25, 2004, Additional Defendant is liable over to the original Defendant for indemnification as required by the terms and conditions of the Employment Contract between Original Defendant and Additional Defendant.

COUNT II  
QUASI-CONTRACT

14. That Original Defendant incorporates Paragraphs 1 through 11 hereof by reference and makes them a part hereof.

15. That Additional Defendant has received and accepted the benefit of the advanced salary payment guarantee given by Plaintiff to Original Defendant.

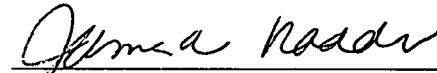
16. That Additional Defendant has accordingly been unjustly enriched in the amount of the advanced salary payments made by Plaintiff to Original Defendant.

17. If it is judicially determined that Original Defendant is liable to the Plaintiff under the terms and conditions of the Group Recruiting Agreement dated June 25,

2004, Additional Defendant is liable over to the Original Defendant for indemnification and/or contribution incident to Additional Defendant having been unjustly enriched by the payments made by Plaintiff to the Original Defendant.

WHEREFORE, Original Defendant demands:

- A. Judgment in its favor together with costs;
- B. Judgment that, if there is any liability to Plaintiff, Additional Defendant is solely liable to Plaintiff;
- C. In the event that a verdict is recovered by Plaintiff against Original Defendant that Original Defendant may have judgment over and against Additional Defendant by way of indemnification and/or contribution for the amount recovered by Plaintiff against Original Defendant together with costs.

  
\_\_\_\_\_  
James A. Naddeo  
Attorney for Original  
Defendant



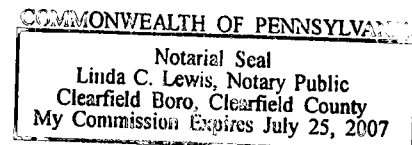
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF CLEARFIELD )

Before me, the undersigned officer, personally appeared JOSEPH A. VETRANO, who being duly sworn according to law, deposes and states that he is the Secretary of Clearfield Professional Group, LTD. and that as such officer he is authorized to execute this Affidavit and further that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.

Joseph & Etienne

SWORN and SUBSCRIBED before me this 12<sup>th</sup> day of December, 2005.

Linda Lewis



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

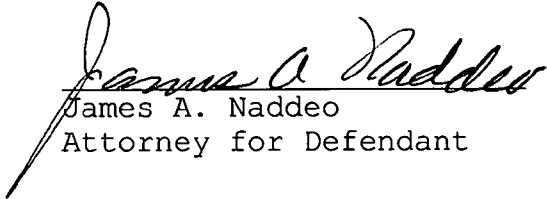
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of the Original Defendant's Complaint Against  
Additional Defendant was served on the following and in the  
following manner on the 12th day of December, 2005:

First-Class Mail, Postage Prepaid

Michael P. Yeager, Esquire  
110 North Second Street  
PO Box 752  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

NOV 21 2005

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 - <sup>1815</sup> - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Complaint  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: I5587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

I hereby certify this to be a true  
and attested copy of the original  
statement filed in this case.

NOV 18 2005

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

*Exhibit "A"*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

No. 05 - - CD

**NOTICE**

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so, the same may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
2nd & Market Streets  
Clearfield, PA 16830  
Telephone: 814-765-2641 Ex 5982**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

No. 05 - - CD

**COMPLAINT**

COMES NOW, the Plaintiff, by and through its attorney, Michael P. Yeager, Esquire, and files the within Complaint based upon a cause of action whereof the following is a statement:

1. The Plaintiff, Clearfield Hospital ("Hospital"), is a Pennsylvania nonprofit hospital healthcare provider located in Clearfield County, Pennsylvania, at 809 Turnpike Avenue, P.O. Box 992, Clearfield, PA 16830. A

2. The Defendant, Clearfield Professional Group, Ltd. ("Pro Group") is a professional corporation of physicians providing physician healthcare services within the Clearfield County area and principally at the Hospital with a principal address located at 820 Turnpike Avenue, Clearfield, PA 16830. A

3. On or about May 5, 2004, Defendant Pro Group entered into an Employment Contract to employ Morohunfolu Emmanuel Akinnusi ("Akinnusi") a licensed physician ("Akinnusi Contract"). A copy of that Contract is attached hereto, made part hereof and incorporated herein as "Exhibit A". A

4. <sup>A but</sup> The Akinnusi Agreement provides that Akinnusi's employment was to commence on the effective date of July 6, 2004 and to continue until July 6, 2005.

**COUNT I**  
**BREACH OF CONTRACT**

11. Plaintiff incorporates previous Paragraphs 1 through 10 as though the same were more fully set forth at length herein.

12. Pursuant to the Recruitment Agreement and the Schedule, Plaintiff Hospital provided to Defendant Pro Group an adjusted total of \$28,486.75.

13. The Recruitment Agreement provides for the repayment by the Defendant Pro Group to the Plaintiff Hospital any amounts advanced under the Guarantee that have not otherwise been repaid or credited, all also as provided in the Recruitment Agreement.

14. Despite reasonable requests, Defendant Pro Group has refused and continues to refuse to comply with the Recruitment Agreement relative to repayment of unreimbursed or non-credited portions of the Guarantee.

15. The amount now due and owing from the Guarantee is the fair, reasonable and actual amount that the Defendant Pro Group is obligated to pay.

WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

**COUNT II**  
**QUASI-CONTRACT**

16. Plaintiff Hospital incorporates previous Paragraphs 1 through 15 as though the same were more fully set forth at length herein.

17. Plaintiff Hospital paid the amount set forth in Paragraph 13 hereof to Defendant as is indicated on Exhibit C.

18. Defendant Pro Group has otherwise received and accepted the benefit of the advanced payment Guarantee described herein.

19. Defendant Pro Group has accordingly been unjustly enriched in the amount of the advanced payments described in Paragraph 13 hereof and Exhibit C.

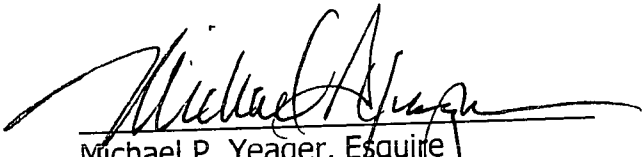
WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Defendant Pro Group the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

**COUNT III**  
**CONTRACT IMPLIED IN FACT**

20. Plaintiff Hospital incorporates previous Paragraphs 1 through 19 as though the same were more fully set forth at length herein.

21. Plaintiff Hospital believes and therefore avers that a contract to return the advanced funds may be implied from the documents described previously herein as well as from the circumstances implied from the events described herein, and the benefits conferred and received by the Defendant Pro Group as aforesaid.

WHEREFORE, Plaintiff claims there is justly due and owing to it from the Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff Hospital

## EMPLOYMENT CONTRACT

THIS CONTRACT, dated the 5th day of May, 2004, to be effective as of July 6, 2004 by and between **CLEARFIELD PROFESSIONAL GROUP, LTD.**, A Pennsylvania professional corporation, having its principal office at 820 Turnpike Avenue, Clearfield, Pennsylvania 16830 (hereinafter referred to as "Employer"), and **MOROHUNFOLU EMMANUEL AKINNUSI, M.D.** (hereinafter referred to as "Employee").

### WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as a physician on the terms and conditions set forth herein; and

WHEREAS, Employee is a licensed physician in the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby agrees to said employment in accordance with the terms and conditions hereinafter set forth.
2. Term. Employment shall commence on the effective date hereof and continue until July 6, 2005, and thereafter from year to year unless terminated pursuant to the terms thereof.
3. Compensation. Employee's compensation shall be determined as follows:
  - (a) During the first year of employment the physicians compensation will be \$150,000.00 or 60% of his gross receipts, whichever is greater.
  - (b) In subsequent years the compensation shall be determined by calculating the gross receipts generated by the physician and expenditures incurred by the physician, including an equal share of office overhead expenses. The physician will be compensated the difference between these two calculations.

This compensation shall be payable pursuant to Employer's customary payroll practices, unless otherwise agreed. All compensation paid to Employee as the result of employment shall





be subject to the customary withholding and other employment taxes as required by federal, state and local laws with respect to compensation paid by an employer to an employee.

4. Signing Bonus. Employer will provide a signing bonus in the amount of \$10,000.00 upon execution of this employment contract.
5. Moving Expense. It is anticipated that Clearfield Hospital will provide reasonable payment for moving expenses through a separate agreement between Clearfield Hospital and Employer.
6. Legal Fees. Clearfield Hospital guarantees it will provide payment for legal fees associated with maintaining Employee's visa.
7. Fringe Benefit Plans. Employee shall be entitled to participate in Employer's fringe benefit plans and programs according to the terms and conditions of the various plans and programs as currently maintained or subsequently amended or terminated. Such plans and programs may be amended or terminated at Employer's sole discretion subject only to any laws governing the amendment or termination of such plans and programs, and Employee agrees that such amendments or terminations shall not violate the terms of this Contract. Employer shall not be required to compensate Employee for any loss caused by any curtailment of fringe benefits hereunder. Employer will provide Employee with family health insurance according to the group health insurance policy in effect at the time of employment.
8. Business Expenses. Employer shall, as a general policy, reimburse Employee for all reasonable business and professional expenses incurred by Employee in connection with Employee's employment hereunder. Employee must submit an itemized accounting of expenses incurred in order to qualify for reimbursement. Employee shall, at such times as Employer shall specify, repay to Employer all amounts paid to or on behalf of Employee for which Employee does not fully and adequately account, or Employer, as its sole option, may waive reimbursement and issue necessary governmental forms which show such amounts as additional income to Employee.
9. Disallowed Expenses and Compensation. If tax deductions claimed by Employer for business expenses directly paid on Employee's behalf or reimbursed to Employee shall be disallowed, the amount disallowed shall be deemed to be additional compensation to Employee. If any

portion of Employee's compensation or any reclassified disallowed business expenses shall be disallowed as a tax deduction to Employer, Employee shall repay the disallowed amount to Employer within ninety (90) days after such disallowance. A deduction shall be deemed to be disallowed for purposes of this Section when:

- (a) the taxing authority disallows the deduction and Employer agrees to the disallowance, or
- (b) a court of competent jurisdiction disallows the deduction and Employer does not validly appeal from the judgment.

It shall be Employee's responsibility to pay any additional taxes imposed on either Employer or Employee due to such disallowance. Employee may contest such disallowance at Employee's expense, but Employer shall not be required to assist or participate in such action except for providing data which is in Employer's possession.

10. Facilities. Employer shall provide Employee with such facilities, equipment, services and supplies as Employer deems necessary in order for Employee to fulfill the duties undertaken pursuant to this Contract.

11. Duties. Employee agrees to:

- (a) devote Employee's full working time and best efforts to rendering services on behalf of Employer and to render such services with competence, efficiency and fidelity;
- (b) comply with Employer's policies, standards and regulations and with the ethical precepts of Employee's profession;
- (c) perform such reasonable management or administrative duties as are necessitated by the nature of the practice or required by Employer;
- (d) promote Employer's interest by entertainment or otherwise, to the extent permitted by law and professional ethics;
- (e) maintain and improve Employee's professional skills and reputation by continuing education and by Employee's involvement in professional associations.

12. Fees Earned. All fees, accounts receivable or other remuneration received by Employee or Employer as a result of the rendition of services as well as compensation for lectures, professional papers, royalties and the like shall be the property of Employer and are hereby

assigned and shall be paid to Employer. Such remunerations will be added to Employee's monthly salary. Employee agrees to participate in any assignment account or third party payor program established by Employer for this purpose.

13. Authority. Employee shall have no authority to contract for or to obligate Employer in any way unless Employer's board or executive officers shall specifically confer such authority. It is understood and agreed that Employer shall have complete and sole control and authority with respect to:
  - (a) the amount of fees charged for professional services;
  - (b) whether Employer and/or Employee shall be participating physicians in any third party payor program relating to services performed by or on behalf of Employer or Employee;
  - (c) the scheduling and assignment of professional and administrative duties; and
  - (d) the right to change employment practices not expressly governed by this Contract.
14. Patient and Business Records. All patients seen by Employee while employed hereunder shall be patients of Employer. All files, records and documents pertaining to client or patients of Employer, to professional services rendered by Employee to and for Employer and all business records pertaining to such treatment shall belong to and remain the property of Employer; provided, however, that upon termination or employment hereunder, Employee shall have the privilege of reproducing, at Employee's expense, such portions of said files, records and documents as Employer may permit and designate; and provided, further, that the provisions of this Section shall be subject to all applicable laws and standards of professional ethics.
15. Professional Liability Insurance.
  - (a) As a condition to continued employment under Contract, Employee must apply for and obtain professional liability insurance providing at least the coverage mandated by the applicable state law, if any, from a carrier licensed to do business in the State of Pennsylvania. Employer may require that Employee obtain such coverage from the same insurance carrier which insures other physicians employed by or providing professional services for Employer. Furthermore, Employer may require Employee to obtain insurance coverage with higher

policy limits if such coverage is reasonably available and Employer acts justifiably and in good faith.

(b) Professional liability insurance during the first year of employment will be provided by the Clearfield Hospital. In subsequent years professional liability insurance will be provided by Employer as an overhead expense

(c) Employee is responsible to pay the annual insurance premiums for the professional liability insurance required hereby; however, Employee shall be reimbursed by Employer except as otherwise provided herein.

(d) In the event that Employer has agreed and Employee has obtained claims-made professional liability insurance, the Employee shall purchase the tail insurance policy. Employer shall reimburse Employee for the tail premium in all circumstances.

(e) Employer's responsibility to reimburse Employee for the insurance premiums as provided herein shall be limited to the basic insurance premium for a standard non-rated policy.

(f) Any professional liability insurance policy obtained in accordance with this provision shall, if required by Employer, name Employer as an additional insured. Employer shall bear any additional premium cost arising out of this additional coverage.

(g) If Employee fails to obtain and pay for any insurance, the Employer is authorized but is not required to obtain such coverage. Employee shall be liable for the cost of such coverage and hereby authorizes Employer to withhold the cost of the insurance from any funds due Employee from Employer, without limiting any other legal remedies of Employer.

16. Indemnity and Insurance. Employee shall indemnify Employer from and against any liabilities, costs, damages or other losses caused by Employee's performing or failing to perform any duties, including but not being limited to third party payor refund claims for fraudulent, negligent or otherwise illegal or improper billing and including claims involving professional services. Notwithstanding the above, Employee shall not be required to indemnify Employer if such indemnification is precluded by an affected malpractice insurance carrier to increase the malpractice liability exposure of any insurer providing coverage to Employer or Employee. To the extent that such liabilities, costs, damages or other losses are covered or compensated for

by insurance purchased by Employer, Employee shall not be obligated to Employer hereunder; but shall be subject to such subrogation rights as provided in those insurance policies.

17. Loyalty. During the term of this Contract, Employee shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express prior written consent of Employer, engage in any professional practice or in any activity competitive with or adverse to the business, practice or affairs of Employer unless such activity is disclosed to permitted in writing by Employer. Activities adverse to the business, practice or affairs of Employer shall include but not be limited to, the copying of patient files or address lists, the establishment of a separate office or arrangements to do this in the future, and the solicitation of any patient or entity doing business with Employer. This restriction shall not apply to activities of an emergency or good samaritan nature or to services donated for charitable or educational events or purposes.
18. Vacations and Meetings. Employee shall be entitled to two (2) weeks vacation per year plus an additional one (1) week time off for attendance at professional meetings and seminars during the first year of employment. In subsequent years Employee shall be expected to work a schedule similar to other physicians of Employer.
19. Disability. If employee shall become physically or mentally disabled, Employee shall be entitled to continue to receive the compensation and fringe benefits, which are described in this Contract, for an additional sixty (60) days. If Employee has not returned to work or made mutually satisfactory arrangements with Employer for return on or before the last day of the disability payment period provided herein, the employment hereunder shall be terminable by Employer upon fourteen (14) days' notice.
20. Definition of Disability. Disability shall mean Employee's inability to perform Employee's normal duties defined herein.
21. Consecutive Disabilities. If Employee, having once been disabled, shall again be disabled for a succeeding period or periods, the succeeding period or periods of disability shall be considered as continuations of the first for purposes of computing the above compensation adjustments. This rule shall not apply however, if:

- (a) Employee returns to full-time duty for three (3) consecutive months between two (2) consecutive periods of disability, or
- (b) an independent physician certifies in writing that the causes of the two (2) consecutive disabilities are unrelated.

If either of the conditions is satisfied, a new period of disability shall be commenced.

- 22. Disability Insurance. Any Employer-financed disability insurance payments which the disabled Employee receives shall reduce Employer's continuing obligations to pay compensation and fringe benefits hereunder by the amount of the insurance payments received. Employer agrees, however, that any such insurance payments shall be Employee's property, even after Employee's right to compensation and/or fringe benefits under this Contract or the employment hereunder shall have terminated.
- 23. Salary Continuation. Upon Employee's separation from service of the Employer after thirty-six (36) months of employment due to Employee's death, disability, retirement or a voluntary termination by Employee, the Employer shall pay Employee the receivables generated by Employee's activities minus a five (5) percent billing charge.  
  
Any amount received pursuant to this provision shall not constitute compensation for purposes of Employer's qualified retirement plans.
- 24. Termination. Employee's employment hereunder shall be terminated under the following conditions:
  - (a) Mutual Consent. Employee's employment hereunder may be terminated at any time by the mutual consent of the Employer and Employee or, if Employee shall be incompetent, Employee's legal representative.
  - (b) Written Notice. Either party may unilaterally terminate Employee's employment hereunder at any time by delivering a signed and dated written notice of the intention to terminate to the other at least sixty (60) days prior to the intended date of termination.
  - (c) Loss or Suspension of Professional License. Employee's employment hereunder may be terminated by Employer immediately and without written notice upon loss or suspension of Employee's license or authority to practice Employee's profession in any jurisdiction in which

Employer is doing business or Employee's violation of any professional oath or professional licensing statute.

(d) **Competition.** Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, if Employee directly or indirectly competes with Employer during the term of this Contract, in violation of the prohibitions herein.

(e) **Loss of Staff Privileges.** Employee's employment hereunder may be unilaterally suspended by Employer during any period that Employee's staff privileges at any of the following medical facilities are suspended, revoked or otherwise curtailed: Clearfield Hospital. If said curtailment cannot be cured, this Contract may be unilaterally terminated with thirty (30) days' advance written notice.

(f) **Death or Dissolution:** Employee's employment hereunder shall be automatically terminated by the dissolution of Employer or the death of Employee, with the termination for death being subject to any death benefit provisions herein.

(g) **Material Breach.** Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, in the event of any material breach hereof by Employee.

(h) This Contract shall terminate whenever both parties have performed all actions required hereunder.

25. **Forfeitures.** Employee shall forfeit all rights under this Contract if Employee's employment hereunder is terminated due to Employee's acts of disloyalty, dishonesty or competition against Employer. If Employee participates in immoral conduct which injures the reputation of Employer or commits any material breach hereof (other than those described above), Employee shall forfeit rights under this Contract to the extent of damages to the Employer so caused by Employee.

26. **Responsibility for Prepaid Expenses.** Upon termination of Employee's employment hereunder for any reason, Employee shall reimburse Employer for any unearned prepaid expenses within fifteen (15) days following the termination of Employee's employment hereunder. Prepaid

expenses shall include all times paid in advance by Employer on behalf of Employee including, but not being limited to, fringe benefit premiums (e.g., health, life and disability insurance), hospital staff and professional society dues, professional publications, state license fees, etc. Malpractice insurance premiums shall be allocated as provided by the Section herein entitled "Professional Liability Insurance."

The unearned portion of the expenses shall be determined in reference to the time period covered by the payment in relation to the number of days in that period prior to the termination of Employee's employment hereunder.

27. Restrictive Covenants.

(a) In the event of the termination of Employee's employment for any reason or no reason whatsoever, Employee shall not, for a period of twenty-four (24) months, practice medicine within the service area of Clearfield Hospital as such service area is defined from time to time by Clearfield Hospital; nor will Employee maintain staff privileges at Clearfield Hospital during the aforesaid twenty-four (24) month period.

(b) Employer and Employee hereby specifically acknowledge that the covenants set forth in Subsection (a) above have been agreed to by them after numerous meetings, negotiations and various proposals regarding the terms of the covenants, and have had the opportunity for consultation with and review of the covenants by their respective legal counsel, and that, but for the agreement of Employee to comply with such covenants, Employer would not have agreed to enter into this Contract.

(c) It is hereby acknowledged and agreed by the parties that Employee's violation of this covenant shall severely damage Employer's practice and the parties recognize that in the event Employer elects to pursue the enforcement of this covenant in law, the parties acknowledge and agree that the liquidated damages for Employee's violation of this covenant shall be an amount equal to One Thousand Dollars (\$1,000.00) per month during which Employee is in violation of this covenant.

(d) In the event that the employment relationship between Employee and Employer continues



after the term of this Contract, whether via oral or written extension, the parties agree that the covenant not to compete which exists in this Section 24 will continue.

28. Interpretation. This Contract shall be interpreted under Pennsylvania law. All masculine terms shall include the feminine counterpart and all singular terms shall include plural and vice versa, as necessary to interpret and enforce the intent of this Contract. All captions are included only for reference and shall not constitute substantive provisions hereof.
29. Assignability. Employee may not assign any personal obligations or duties required under this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.
30. Offset of Liabilities. Upon termination of Employee's employment with Employer for any reason, Employer may deduct or offset any amounts owed to Employer by Employee against any amounts otherwise owed to Employee. This Section shall apply to all amounts owed by Employee to Employer regardless of the source or cause of the amounts owed and including by way of illustration and not limitation, all advances, prepayments and loans. In addition, Employee shall be deemed to owe to Employer any amounts which the accountants regularly servicing Employer find to be necessary to reflect Employee's share of any accruable or accrued liabilities, including but not limited to employee compensation and bonuses, which are not otherwise reflected in the calculations made hereunder or on the corporate financial statements. The rights established under this Section shall be in addition to and not in lieu of Employer's other available remedies.
31. Employee Warranties and Representations. Employee warrants and represents that Employee:
- (a) maintains a valid license to practice medicine in Pennsylvania;
  - (b) maintains all licenses required to prescribe narcotics and controlled substances in Pennsylvania.
  - (c) has never had any medical licenses suspended or revoked in any state in which Employee has practiced medicine;
  - (d) has never had any medical staff memberships and/or clinical privileges suspended or revoked by any hospital or medical facility at which Employee was practicing medicine.


32. Financial Calculations. Except as otherwise provided herein, all financial calculations required to be performed herein shall be performed by the accountants regularly servicing Employer's books and shall be consistent with the methods, formulas, and calculations normally used by Employer in making such calculations.

33. Arbitration. Any dispute arising between the parties regarding the enforcement of application of this Contract, except for any issue regarding specific enforcement of any restrictive covenant by injunction, which cannot be amicably resolved, must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association and may be initiated by either party. Employer may, in its sole discretion, suspend all payments to or on behalf of Employee pending a final determination by any arbitration procedure or court, regardless of which party initiated suit.

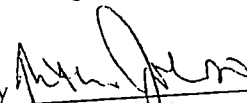
34. Entire Agreement. This Agreement is the entire agreement between Employer and Employee and shall supersede all other oral and/or written agreements and/or understandings between Employer and Employee with respect to the subject matter hereof.

INTENDING TO BE LEGALLY BOUND BY THIS CONTRACT, the parties sign below on the date hereinabove first written.

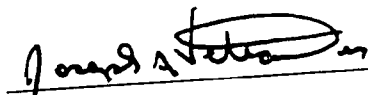
ATTEST:

By   
Emmanuel F. Akinnusi, M.D.

CLEARFIELD PROFESSIONAL  
GROUP,

By   
President

WITNESS:

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

# **GROUP RECRUITMENT AGREEMENT**

**BY AND BETWEEN**

**CLEARFIELD HOSPITAL**, a nonprofit corporation, organized under the laws of Pennsylvania (hereinafter called "the Hospital")

**A  
N  
D**

**CLEARFIELD PROFESSIONAL GROUP, LTD.**, a professional corporation organized under the laws of the Commonwealth of Pennsylvania (hereinafter called "the Group")

**WITNESSETH:**

**WHEREAS**, the Hospital is organized for the charitable purpose of the promotion of health; and

**WHEREAS**, in furtherance of this purpose, the Hospital desires to encourage physicians in needed specialties to establish their practices in the community primarily served by it ("the Service Area"); and

**WHEREAS**, the Hospital has determined that there is a need for the services of certain medical specialties in the Service Area including Internal Medicine; and

**WHEREAS**, **EMMANUEL AKINNUSI, M.D.**, is licensed to practice medicine in the Commonwealth of Pennsylvania and has not previously practiced in the Service Area or been affiliated with another hospital in the Service Area; and

**WHEREAS**, Dr. Akinnusi desires to specialize in the practice of Internal Medicine in the Service Area; and



**WHEREAS**, the Hospital has determined that it is in the best interests of the people in said Service Area to provide an income guarantee and other financial incentives sufficient to induce Dr. Akinnusi to relocate to the Service Area and permit Dr. Akinnusi to establish a full-time practice of Internal Medicine in the Service Area; and

**WHEREAS**, Dr. Akinnusi intends to practice as an employee of the Group; and

**WHEREAS**, the Hospital has also determined that if Dr. Akinnusi chooses to practice with the Group, as opposed to practicing on a solo basis, the Hospital will be better able to achieve its goal of promoting the health of the people in the Service Area by virtue of the cross-coverage and internal peer review that are inherent in group practice.

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

**Section 1. Definitions**

For purposes of this Agreement:

- (a) "Net Practice Income" shall mean all fees collected by the Group on a cash basis for all medical services rendered by Dr. Akinnusi in the course of his practice during the Guarantee Period, whether billed under Dr. Akinnusi's name or not, less Office Expenses of forty percent (40%) of gross cash receipts.
- (b) "Starting Date" shall mean on or about **July 6, 2004**, provided that the following has occurred: (i) Dr. Akinnusi has been appointed to the Hospital's active medical staff; (ii) Dr. Akinnusi has submitted an application for provider numbers and the Group's office has been staffed, equipped and open to see patients; and (iii) at least one advertisement has been run in the local newspaper announcing that Dr. Akinnusi's office is open and he is accepting patients.
- (c) "Guarantee Period" shall mean the 12 month period commencing on the Starting Date and continuing for a period of 12 months until **July 5, 2005**.

- (d) "Repayment/Forgiveness Period" shall mean the period commencing on July 6, 2005 and continuing for a period of five years until July 6, 2010.
- (e) "Equipment" shall mean (i) standard equipment needed in the office such as files, typewriters, duplicating equipment, desks, chairs, etc., and (ii) medical equipment reasonably sufficient for the practice of Dr. Akinnusi's specialty.
- (f) The "Equipment", both medical and office, required for Dr. Akinnusi to practice medicine is already owned by the Group. It is anticipated that no new equipment will be needed.
- (g) "Office Expenses" shall be accepted as forty percent (40%) of gross cash receipts and shall cover all of the usual expenses of practicing medicine during the guarantee period except malpractice insurance and the cost of books, journals, and continuing medical education.
- (h) "Service Area" shall mean primary and secondary areas of patients serviced by the Hospital as determined in maps.

## **Section 2. Financial Guarantee**

The Hospital guarantees to the Group that the Group will, during each month of the one-year Guarantee Period, receive Net Practice Income for Dr. Akinnusi of Twelve Thousand Five Hundred Dollars (\$12,500.00) [\$150,000.00 annually] (the "Guarantee"). For each calendar month, beginning with the month in which the Starting Date occurs, that Net Practice Income for such month is less than the Guarantee, the Hospital shall advance to the Group the difference between the Guarantee and the amount of Net Practice Income received by the Group for Dr. Akinnusi during that month. The Group and Dr. Akinnusi shall make all the financial information deemed necessary by the Hospital to make such calculation available to the Hospital as soon as possible after the end of each month during the Guarantee Period. The Hospital agrees to make any required advance within 15 days of receipt of such information.

### **Section 3. Financial Obligation of the Physician**

- (a) If, in any month during the Guarantee Period, Net Practice Income exceeds the Guarantee, the Hospital will make no payment to the Group.
- (b) During the Guarantee Period, the Group and Dr. Akinnusi will make a good faith effort to collect all accounts receivable, and hereby grants to the Hospital a security interest in said accounts receivable in an amount equal to the unrepaid balance of the amounts advanced to the Group under the Guarantee. Dr. Akinnusi shall execute such documents as the Hospital determines may be necessary to perfect that security interest.
- (c) The Group shall execute a Promissory Note at the end of the Guarantee Period evidencing the obligation to repay any amounts advanced under the Guarantee that have not been repaid as of the expiration or termination of the Guarantee Period. Provided, however, that for each month during the Repayment/Forgiveness Period that Dr. Akinnusi maintains a full-time practice in the Service Area and continues to fulfill the Community Service Obligations set forth in the Agreement, the Hospital shall forgive the amount owed to it in the next monthly installment due under the Promissory Note and each month release Dr. Akinnusi and the Group from any repayment obligation for that installment. If Dr. Akinnusi ceases to comply with any provision of this Agreement prior to the end of the Repayment/Forgiveness Period, the remaining payments still due and owing to the Hospital shall not be forgiven and shall be repaid in accordance with Section 4(d).
- (d) The terms of the Promissory Note shall include language as follows:

For value received, and intending to be legally bound, the Group promises to pay to the order of the Hospital the principal sum equal to the total amount advanced to the Group by the Hospital but not repaid to the Hospital pursuant to the Agreement between the Group and the Hospital, the Starting Day of which is July 6, 2004, plus all interest due thereon, as said amount is reflected on the books of the Hospital. The Hospital shall give written notice to the Group of the amount so owed as of the date of expiration or termination of the Guarantee Period. Terms used in the Note shall have the same

meanings as set forth in this Agreement. Principal and interest shall be paid in sixty (60) equal monthly installments beginning on the first day of the Repayment/Forgiveness Period and on the first day of each subsequent month thereafter, subject to forgiveness provisions contained in this Agreement. Interest shall begin to accrue on July 6, 2005. The rate of said interest shall be the prime interest rate plus one percentage point (1%) as reported in the last edition of the Wall Street Journal published and shall remain at said rate for the term of the Promissory Note. Said interest shall be due and payable along with the principal. A schedule of installment payments actually due shall be prepared by the Hospital and transmitted to the Group on or before the date that the first payment is due. After maturity, interest shall accrue at the interest rate specified above until all sums due hereunder are paid. So long as the Hospital is the holder hereof, the Hospital's book and records shall evidence at all times all amounts outstanding under the Note and the date and amount of each advance and payment made pursuant hereto. This prompt and faithful performance of all of the Group's obligations hereunder, including, without limitation, time of payment, shall be of the essence of the Promissory Note.

- (e) The Group hereby warrants that neither the Group nor Dr. Akinnusi has ever declared bankruptcy. Dr. Akinnusi and the Group shall not use this Agreement or the amounts due hereunder as collateral for any other debt, loan or obligation without the prior written consent of the Hospital. Creditors of Dr. Akinnusi and the Group shall not have recourse against the Hospital with respect to any debt, loan or obligation of Dr. Akinnusi or the Group.
- (f) The financial terms of this Agreement, including the amounts of any and all advances and reimbursements to the Group, shall be strictly confidential. The Group and Dr. Akinnusi shall not discuss the financial terms of this Agreement with or otherwise disclose or communicate its contents to any person or entity other than their attorneys, financial advisors or accountants without the express written consent of the Hospital, unless compelled by subpoena or other legal process.

#### **Section 4. Relocation Expenses**

The Hospital will reimburse Dr. Akinnusi for expenses approved by the Hospital (up to \$5,000.00) that are reasonably incurred in relocating Dr. Akinnusi and his immediate family upon furnishing the Hospital with a receipt for the same.

#### **Section 5. Signing Bonus**

The Hospital will provide Dr. Akinnusi a \$10,000.00 signing bonus which is due and payable at the time of contract execution.

#### **Section 6. Professional Liability Insurance**

During the guarantee period, the Hospital shall provide Dr. Akinnusi with professional liability insurance and tail coverage with basic limits as required in Pennsylvania and/or as required of all members of the Hospital's Medical Staff. The Group or Dr. Akinnusi shall be responsible for insurance after the guarantee period.

#### **Section 7. Reporting of Payments**

The Hospital shall report to the Internal Revenue Service and to such state and local taxing authorities as may be applicable, any income realized by the Physician pursuant to this Agreement as required by law, pursuant to IRS Form 1099 or similar forms used for such purposes.

#### **Section 8. No Requirement to Make Referrals**

- (a) There is no requirement that Dr. Akinnusi or the Group make referrals to, be in a position to make referrals to, or otherwise generate business for the Hospital as a condition of receiving the benefits hereunder.
- (b) The Group shall not restrict or prohibit from establishing staff privileges at, referring any service to, or otherwise generating any business for any entity besides the Hospital of Dr. Akinnusi's choosing.



- (c) The amount or value of the recruitment benefits provided by the Hospital hereunder shall not vary (or be adjusted or renegotiated) based on the volume or value of any expected referrals to, or business otherwise generated for, the Hospital or its affiliates.

#### **Section 9. Community Service Obligations of the Physician**

In order to carry out the purpose of this Agreement, which is to make needed medical services more readily available to the people within the Service Area, the Group shall require Dr. Akinnusi to comply with the following Community Service Obligations:

- (a) Dr. Akinnusi shall:
- (i) Meet and continue to meet the criteria for active medical staff appointment as set forth in the Hospital's Medical Staff Bylaws;
  - (ii) Apply for and maintain clinical privileges to practice Internal Medicine commensurate with the procedures that he shall be performing at the Hospital
  - (iii) Comply with the Bylaws, Rules and Regulations, Policies and Procedures of the Hospital and its medical staff;
  - (iv) Exercise that standard of skill, diligence, and regularity as generally applicable to the practice of Internal Medicine in the Service Area;
  - (v) Obtain and/or maintain a license to practice medicine in Pennsylvania and current unrestricted narcotics registration from the DEA; and
  - (vi) Obtain and/or maintain board certification in Internal Medicine.

In the event that Dr. Akinnusi fails to meet any of the above requirements, this Agreement shall automatically terminate.

- (b) The Group is an independent contractor and shall conduct its independent practice of Internal Medicine in the Service Area. However, in order to fulfill the community need for which Dr. Akinnusi was recruited to the Service Area, during the Term of this Agreement the Group shall require Dr. Akinnusi to provide patient services within the Service Area of the Hospital on a full-time (40 hour-per-week) basis. The Group will also limit Dr. Akinnusi's vacation and educational leave time to two weeks of vacation time annually and one week of continuing medical education time.

- (c) In order to assure adequate access to care by patients in the Hospital's Service Area, Dr. Akinnusi shall execute such agreements as may be necessary to become, and shall remain, a participating provider in the federal Medicare program, the Pennsylvania Medicaid program. Dr. Akinnusi shall also participate in the Hospital's call roster and shall treat any patients referred or assigned pursuant to the Hospital's Emergency Department or service on-call rosters, regardless of the insurance status of such patients or their ability to pay. In the event that Dr. Akinnusi's participation in Medicare or Medicaid terminates for any reason or he is otherwise excluded or precluded from participation in either of those programs, this Agreement shall automatically terminate.

#### **Section 10. Independent Contractor**

In the performance of all obligations hereunder, the Group and Dr. Akinnusi shall be deemed to be independent contractors and not employees of the Hospital and the Hospital shall not withhold, or in any way be responsible for, the payment of any federal, state or any local income or wage taxes, F.I.C.A. taxes, unemployment compensation, or workers' compensation contributions, vacation pay, sick leave, retirement benefits, or any other payments for or on their behalf. The Group shall indemnify and hold the Hospital harmless from any and all loss or liability arising with respect to such payments, withholdings, and benefits.

#### **Section 11. Billing for Professional Services**

- (a) Billing for professional services rendered by Dr. Akinnusi shall be the responsibility of the Group.
- (b) During the Guarantee Period and period of forgiveness thereafter, the Hospital reserves the right to retain its own accountant to verify the billings, receipts, revenues and expenses attributable to Dr. Akinnusi's practice and such other information necessary to effectuate the terms of this Agreement, and Dr. Akinnusi and the Group shall permit the Hospital and its designated accountant to have access to this information.

## **Section 12. Termination**

- (a) This Agreement shall expire at the end of the Term of this Agreement, provided, however, Dr. Akinnusi's obligations described in Section 4 of this Agreement shall not be affected by the termination or expiration of this Agreement.
- (b) The Hospital and the Group shall each have the right to terminate this Agreement by giving written notice to the other party of material breach of any term(s) of this Agreement  
(effective on the date stated in the notice which must be at least 45 days after its receipt by the party in material breach) if the party in material breach fails to cure the material breach(es) prior to the termination date stated in said notice.
- (c) In the event that (i) the Hospital terminates this Agreement due to material breach by the Group or Dr. Akinnusi, (ii) the Group or Dr. Akinnusi terminates this Agreement for a reason other than those specified in Section 9(a), 9(b), or 9(c) the Agreement automatically terminates, then the entire amount advanced pursuant to Section 2 of this Agreement, plus all applicable interest, less any repayments made by the Group, less any forgiveness prior to the effective date of said termination, shall be repaid to the Hospital by the Group in accordance with Section 4(c) and 4(d).
- (d) In the event of Dr. Akinnusi's death, disability, or any other circumstance that prevents Dr. Akinnusi from practicing medicine full-time, the Agreement shall automatically terminate.
- (e) In the event:
  - (i) of the termination of this Agreement pursuant to this Section;
  - (ii) of the termination of this Agreement due to the Hospital's material breach of this Agreement; or
  - (iii) the Group or Dr. Akinnusi cannot perform the covenants of this Agreement due to unforeseen circumstances beyond the Group's or Dr. Akinnusi's control, as judged solely by the Hospital,

The Group shall repay the entire amount advanced pursuant to Section 2 of this Agreement, plus all applicable interest, less any repayments made by the Group, less any forgiveness prior to the effective date of said termination pursuant to Section 4(c).

- (f) This Agreement and all of its terms and conditions shall terminate automatically in the event the Group repays all of the advances made by the Hospital pursuant to Section 2 of this Agreement, plus any applicable interest.

### **Section 13. 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.
- (b) The forgiveness provisions and other benefits provided hereunder shall only be effective to the extent not prohibited by law and to the extent they do not adversely affect the Hospital's tax-exempt status
- (c) In the event the Hospital determines that this Agreement is illegal or inconsistent with the Hospital's tax-exempt status, the forgiveness provision shall have no force and effect and the full amount of the outstanding balance shall be repaid to the Hospital in accordance with Section 4(c).

### **Section 14. Jurisdiction**

This Agreement shall be construed and enforced under, and in accordance with, the laws of Pennsylvania.

### **Section 15. Assignment**

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

## **Section 16. 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.

## **Section 17. 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)(1)) is applicable to this Agreement, the Group agrees as follows:

- (a) Until the expiration of four years after the furnishing of such services pursuant to this Agreement, the Group shall make available, upon written request from the Secretary of the federal Department of Health and Human Services or upon request from the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, any of the Group's books, documents and records that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement; and
- (b) If the Group carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-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 of the Secretary of the federal Department of Health and Human Services or upon request of the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, any books, documents and records of such organization that are necessary to verify the nature and extent of the cost of services provided pursuant to said subcontract.

#### **Section 18. Medical Record Documentation**

Every practitioner on the Medical Staff of Clearfield Hospital is responsible for completion of all of his/her medical record documentation prior to leaving the Medical Staff with the exclusion of an emergency situation. Failure to do so is considered a direct violation of the Medical Staff Bylaws of Clearfield Hospital, which is reportable to the National Practitioners Data Bank.

#### **Section 19. 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 20. 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.

#### **Section 21. 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 22. Compliance Programs**

The Group and Dr. Akinnusi shall cooperate with any and all corporate compliance programs now or hereafter instituted by the Hospital.

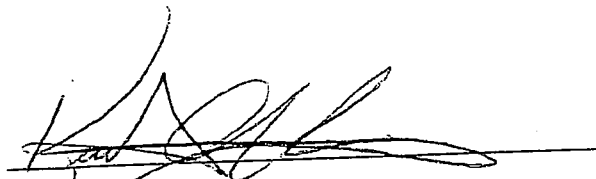
**Section 23. Relationship of Parties**

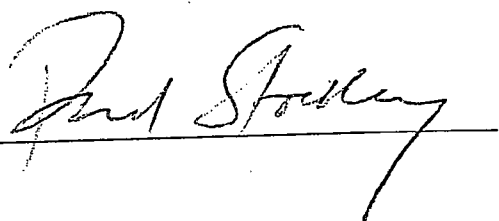
Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, partnership, joint venture, or any association between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to become effective the day and year first written above.

**SIGNED**


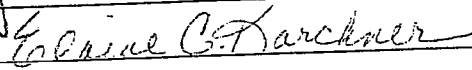
**CLEARFIELD HOSPITAL**

  
Kent C. Hess, President and CEO

Witness: 

Date: 6/25/04

**CLEARFIELD PROFESSIONAL GROUP, LTD.**

  
Witness: 

Date: 6/23/04



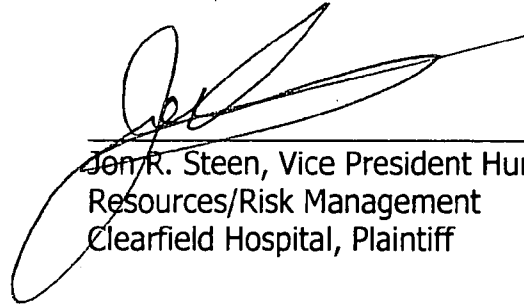
**M.E. Akinnusi, M.D. Income Guarantee**

	<b>Gross Receipts</b>	<b>CPG Cost (40%)</b>	<b>MEA Earnings</b>	<b>Guarantee</b>	<b>Received</b>
<b>July 2004</b>	\$ 1,229.00	\$ 491.60	\$ 737.40	\$ 11,762.60	8/17/2004
<b>August 2004</b>	\$ 1,405.36	\$ 562.14	\$ 843.22	\$ 11,656.78	9/22/2004
<b>September 2004</b>	\$ 34,390.68	\$ 13,756.27	\$ 20,634.41	\$ (8,134.41)	10/5/2004
<b>October 2004</b>	\$ 17,278.69	\$ 6,911.48	\$ 10,367.21	\$ 2,132.79	12/14/2004
<b>November 2004</b>	\$ 24,512.80	\$ 9,805.12	\$ 14,707.68	\$ (2,207.68)	12/14/2004
<b>December 2004</b>	\$ 15,942.36	\$ 6,376.94	\$ 9,565.42	\$ 2,934.58	1/11/2005
<b>January 2005</b>	\$ 15,832.02	\$ 6,332.81	\$ 9,499.21	\$ 3,000.79	
<b>February 2005</b>	\$ 13,984.79	\$ 5,593.92	\$ 8,390.87	\$ 4,109.13	
<b>March 2005</b>	\$ 11,111.63	\$ 4,444.65	\$ 6,666.98	\$ 5,833.02	
<b>April 2005</b>		\$ -	\$ -		
<b>May 2005</b>		\$ -	\$ -		
<b>June 2005</b>		\$ -	\$ -		



## VERIFICATION

**JON R. STEEN**, Vice President Human Resources/Risk Management of **CLEARFIELD HOSPITAL**, being duly sworn according to law, deposes and says that he, as such officer, being authorized to do so, has executed this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief.



---

Jon R. Steen, Vice President Human  
Resources/Risk Management  
Clearfield Hospital, Plaintiff

Date: October 24, 2005

*Filed 12/13/05*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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No. 05-1815-CD

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\*  
\* Type of Pleading:

\*  
\* **Answer, New Matter and**  
\* **Counterclaim**

\*  
\* Filed on behalf of:  
\* Defendant

\*  
\* Counsel of Record for  
\* this party:

\*  
\* James A. Naddeo, Esquire  
\* 207 East Market Street  
\* PO Box 552  
\* Clearfield, PA 16830  
\* (814) 765-1601  
\*

*Exhibit 'B'*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

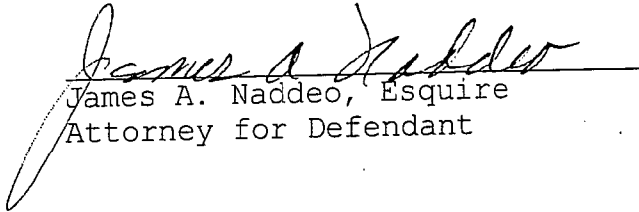
MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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\* No. 05-1815-CD  
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NOTICE TO PLEAD

TO THE PLAINTIFF:

You are hereby notified to file a written response to  
the enclosed New Matter and Counterclaim within twenty (20) days  
from service hereof or a judgment may be entered against you.

  
James A. Naddeo, Esquire  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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\* No. 05-1815-CD  
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ANSWER TO COMPLAINT, NEW MATTER AND COUNTERCLAIM

NOW COMES the Defendant, Clearfield Professional Group, LLP, and by its attorney, James A. Naddeo, Esquire, sets forth the following:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.

COUNT I  
BREACH OF CONTRACT

11. Defendant incorporates its answers to Paragraphs 1 through 10 of Plaintiff's Complaint by reference and makes them a part hereof.

12. Admitted.

13. Admitted.

14. Admitted but in further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

15. States a conclusion to law to which no answer is required. To the extent that an answer may be required said allegation is generally denied and in further answer thereto Defendant incorporates New Matter hereinafter set forth.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNT II  
QUASI-CONTRACT

16. Defendant incorporates its answers to Paragraphs 1 through 15 of Plaintiff's Complaint by reference and makes them a part hereof.

17. Admitted.

18. Admitted but in further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

19. States a conclusion of law to which no answer is required. To the extent that an answer may be required, said allegation is generally denied. In further answer thereto Defendant incorporates New Matter hereinafter set forth by reference.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

COUNT III  
CONTRACT IMPLIED IN FACT

20. Defendant incorporates its answers to Paragraphs 1 through 19 of Plaintiff's Complaint by reference and makes them a part hereof.

21. States a conclusion of law to which no answer is required. To the extent that an answer may be required said allegation is denied. In further answer thereto Defendant sets forth New Matter hereinafter set forth by reference.

WHEREFORE, Defendant respectfully requests that Plaintiff's Complaint be dismissed.

NEW MATTER

22. That Defendant entered into a Group Recruitment Agreement with Plaintiff dated June 25, 2004, a copy of which is attached to Plaintiff's Complaint as Exhibit "B" and incorporated herein by reference.

23. That the terms and condition of the Agreement referred to in Paragraph 22 hereof required Plaintiff to guarantee the salary of Dr. Morohunfolu Emmanuel Akinnusi (hereinafter referred to as ("Akinnusi")) during the first year of his employment with Defendant which employment was to be for a term of one year commencing in June of 2004 and ending in May 2005.

24. That Akinnusi maintained employment with the Defendant from June 2004 until April 10, 2005.

25. That Plaintiff complied with the terms of its agreement with Defendant during the months of July through December 2004.

26. That commencing in January 2005, through March 2005 Plaintiff failed to reimburse Defendant for the short-fall between Dr. Akinnusi's income and his guaranteed salary of \$12,500 in the amounts set forth in Exhibit "C" of Plaintiff's Complaint which is incorporated herein by reference.

27. That Plaintiff breached its contract with Defendant by failing to tender the guaranteed amounts due to Defendant during the months of January through March 2005.

WHEREFORE, Defendant requests that Plaintiff's Complaint be dismissed.

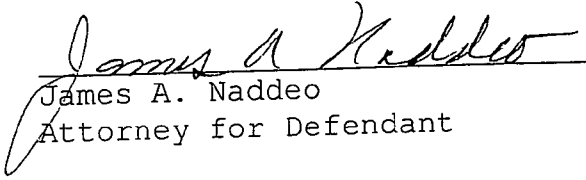


COUNTERCLAIM

28. That the Defendant incorporates Paragraphs 22 through 27 of its New Matter by reference and makes it a part hereof.

29. That as a result of Plaintiff's failure to reimburse Defendant for the guaranteed amounts due toward the salary of Akinnusi for the months of January through March 2005, Defendant Practice suffered serious economic harm in a liquidated amount in excess of Thirty Thousand (\$30,000.00) Dollars.

WHEREFORE, Defendant asserts a counterclaim against Plaintiff in an amount in excess of Thirty Thousand (\$30,000.00) Dollars with interest as allowable by law.

  
James A. Naddeo  
Attorney for Defendant



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

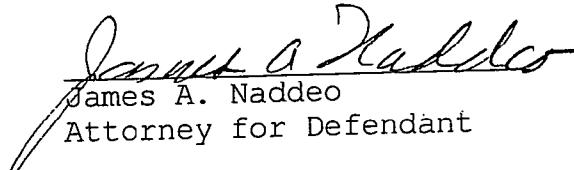
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CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of the Defendant's Answer, New Matter and  
Counterclaim was served on the following and in the following  
manner on the 12<sup>th</sup> day of December, 2005:

First-Class Mail, Postage Prepaid

Michael P. Yeager, Esquire  
110 North Second Street  
PO Box 752  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Defendant

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

VS

MOROHUNFOLO EMMANUEL  
AKINNUSI,  
Additional Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Reply to  
: New Matter & Counterclaim  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: I5587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED  
01/31/06  
DEC 27 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,	:	
Plaintiff	:	
	:	
vs	:	No. 05 - 1815 - CD
	:	
CLEARFIELD PROFESSIONAL GROUP,	:	
LTD.,	:	
Defendant	:	
	:	
vs	:	
	:	
MOROHUNFOLO EMMANUEL	:	
AKINNUSI,	:	
Additional Defendant	:	

**REPLY TO NEW MATTER & COUNTERCLAIM**

COMES NOW, the Plaintiff, Clearfield Hospital, by and through its attorney, Michael P. Yeager and files the within Reply to Defendant's New Matter and Counterclaim as follows:

22. Admitted.

23. The averments contained in Paragraph 23 of Original Defendant's New Matter plead a conclusion of law to which no response is required. Additionally, various terms and conditions of the Agreement referenced in those allegations can speak for themselves. Otherwise, to the extent that a response may be required, Plaintiff incorporates allegations contained in its Complaint.

24. After reasonable investigation, Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 24 of Original Defendant's New Matter with the same being specifically

denied and strict proof thereof is demanded at the trial of this case.

25. The averments contained in Paragraph 25 of Original Defendant's New Matter are admitted; although those averments plead a conclusion of law to which no response is required. Otherwise, to the extent any such response is required; Plaintiff incorporates allegations contained in its Complaint.

26. It is admitted that after it became entirely apparent that Dr. Akinnusi was refusing to honor the terms and conditions of his contract with Original Defendant (the Akinnusi Agreement), Plaintiff ceased making payments pursuant to the Recruitment Agreement. With regard to other allegations contained in Paragraph 26 of Original Defendant's New Matter, Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained therein with the same being specifically denied and strict proof thereof is demanded at the trial of this case. Finally, certain allegations contained in the said paragraph also plead a conclusion of law to which no response is required.

27. The averments contained in Paragraph 27 of Original Defendant's New Matter plead a conclusion of law to which no response is required. Otherwise, to the extent any such response is required; Plaintiff incorporates allegations contained in its Complaint.

WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Original Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Original Defendant Pro Group.

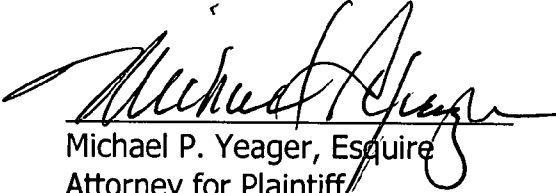
**COUNTERCLAIM  
COUNT I**

28. The averments of Paragraph 28 of Original Defendant's Counterclaim merely incorporate Paragraphs 22 through 27 of Original Defendant's Answer and New Matter and therefore do not require a response. To the extent a response is required, Plaintiff refers to and incorporates its responses to Paragraphs 22 through 27 of Original Defendant's Answer and New Matter.

29. After reasonable investigation, Plaintiff is without sufficient knowledge or information to form a belief as to the truth or falsity of the averments contained in Paragraph 29 of Original Defendant's Counterclaim with the same being specifically denied and strict proof thereof is demanded at the trial of this case. Otherwise, the averments contained in Paragraph 29 of Original Defendant's Counterclaim plead a conclusion of law to which no response is required.

WHEREFORE, Plaintiff Hospital claims there is justly due and owing to it from the Defendant the sum of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit for which judgment is accordingly demanded against the Defendant Pro Group.

Respectfully submitted:

  
Michael P. Yeager, Esquire  
Attorney for Plaintiff

CLEARFIELD HOSPITAL,  
Plaintiff

No. 05 - 1815 - CD

Defendant

MOROHUNFOLO EMMANUEL  
AKINNUSI,  
Additional Defendant

I, Michael P. Yeager, Esquire, hereby certify that I served a true and correct copy of the foregoing Reply to New Matter and Counterclaim by First Class U.S. Mail, this 27th day of December, 2005, upon the following: James A. Naddeo, Esquire, Attorney for the Defendant, 207 East Market Street, P.O. Box 552, Clearfield, PA 16830. Said forwarding was by First Class Mail, postage prepaid.

Michael P. Yeager  
Attorney for Plaintiff



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(GIC)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

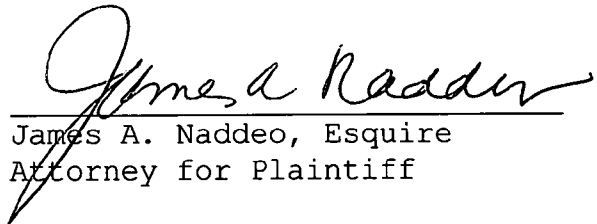
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No. 05-1815-CD

**PRAECIPE TO REINSTATE**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY:

Please reinstate the Complaint of Original Defendant  
Clearfield Professional Group, LTD. Against Additional Defendant  
Morohunfolu Emmanuel Akinnusi, filed in the above-captioned case.

  
James A. Naddeo, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

No. 05-1815-CD

Type of Pleading:  
AFFIDAVIT OF SERVICE

Filed on behalf of:  
Original Defendant

Counsel of Record for  
this party:

James A. Naddeo, Esquire  
207 East Market Street  
PO Box 552  
Clearfield, PA 16830  
(814) 765-1601

**FILED** 2cc  
013:34 57 Amy Naddeo  
FEB 08 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

# AFFIDAVIT OF SERVICE

FEB 03 2006

PA Common Pleas Court, County of Clearfield

Index # 05-1815-CD

**Clearfield Hospital**

Plaintiff(s),

— VS. —

**Clearfield Professional Group, Ltd. vs. Morohunfolu  
Emmanuel Akinnusi**

Defendant(s).

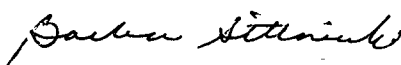
State of New York, County of Erie ss.:

**Brendon Dickman** being duly sworn, deposes and says that deponent is over 18 years of age and not a party to this action; that on, Mon, January 30, 2006 at approximately 8:10 PM at 41 Treebrooke Ct, Williamsville, N.Y. 14221 deponent served the annexed Complaint on Morohunfolu Emmanuel Akinnusi in the following manner:

- ☒ Individual By delivering a true copy thereof to said recipient personally; deponent knew the person so served to be the described therein.
- ☐ Corporation By delivering to and leaving with \_\_\_\_\_
- ☐ Responsible Person By delivering to and leaving with \_\_\_\_\_ a true copy thereof, a person of suitable age and discretion. Said premises being the recipient's ☐ dwelling place ☐ place of business within the State of New York.
- ☐ Affixing to Door By affixing a true copy thereof to the door of said premises, which is recipient's ☐ dwelling place ☐ place of business. Deponent was unable, with due diligence to find recipient or a person of suitable age and discretion, thereat, having called thereon:
- ☐ Mail A true copy thereof was also deposited on \_\_\_\_\_ in a postpaid, properly addressed envelope, to the above address, bearing the legend "Personal and Confidential", in an official depository under the exclusive care and custody of the United States Postal Service.
- ☒ Description
- |  |  |  |  |  |   |  |
|--|--|--|--|--|---|--|
| <input checked="" type="checkbox"/> Male | <input type="checkbox"/> White Skin            | <input checked="" type="checkbox"/> Black Hair | <input type="checkbox"/> White Hair          | <input type="checkbox"/> 14-20 Yrs.            | <input type="checkbox"/> Under 5'             | <input type="checkbox"/> Under 100 Lbs.          |
| <input type="checkbox"/> Female          | <input checked="" type="checkbox"/> Black Skin | <input type="checkbox"/> Brown Hair            | <input type="checkbox"/> Balding             | <input type="checkbox"/> 21-35 Yrs.            | <input type="checkbox"/> 5'0"-5'3"            | <input type="checkbox"/> 100-130 Lbs.            |
|  | <input type="checkbox"/> Yellow Skin           | <input type="checkbox"/> Blond Hair            | <input checked="" type="checkbox"/> Mustache | <input checked="" type="checkbox"/> 36-50 Yrs. | <input checked="" type="checkbox"/> 5'4"-5'8" | <input type="checkbox"/> 131-160 Lbs.            |
|  | <input type="checkbox"/> Brown Skin            | <input type="checkbox"/> Gray Hair             | <input type="checkbox"/> Beard               | <input type="checkbox"/> 51-65 Yrs.            | <input type="checkbox"/> 5'9"-6'0"            | <input checked="" type="checkbox"/> 161-200 Lbs. |
|  | <input type="checkbox"/> Red Skin              | <input type="checkbox"/> Red Hair              | <input type="checkbox"/> Glasses             | <input type="checkbox"/> Over 65 Yrs.          | <input type="checkbox"/> Over 6'              | <input type="checkbox"/> Over 200 Lbs.           |

To the best of my knowledge the defendant/witness was not engaged in active military service.

Sworn to before me on 1/31/06





Brendon Dickman

BARBARA SITTNIEWSKI  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires Nov 1, 2008

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff,

v.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant.

v.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant.

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No. 05-1815-CD

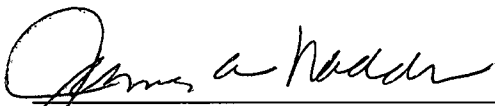
CERTIFICATE OF SERVICE

I, James A. Naddeo, Esquire, do hereby certify that a  
certified copy of the Original Defendant's Notice of Intention to  
Enter Default Judgment was served on the following persons and in  
the following manner on the 2nd day of March, 2006:

First-Class Mail, Postage Prepaid

Dr. Morohunfolu Emmanuel Akinnusi  
41 Treebrooke Court  
Williamsville, NY 14221

Michael P. Yeager, Esquire  
110 North Second Street  
PO Box 752  
Clearfield, PA 16830

  
James A. Naddeo  
Attorney for Original  
Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

CIVIL ACTION - AT LAW

No. 05-1815 - CD

Type of Pleading:

Praecipe for Entry  
of Appearance

Filed on behalf of:

Additional Defendant

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

Date: March 9, 2006

**FILED** NO  
MAR 10 2006  
William A. Shaw  
Prothonotary/Clerk of Courts

~~Matthew B. Taladay, Esq.  
Attorney for Additional Defendant  
Supreme Court No. 49663  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801  
(814) 371-7768~~



Matthew B. Taladay, Esq.  
Attorney for Additional Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

CIVIL ACTION - AT LAW

No. 05-1815 - CD

Type of Pleading:

Preliminary  
Objections

Filed on behalf of:

Additional Defendant

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

Date: March 16, 2006

FILED  
MAR 17 2006  
NO CC  
610

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLEARFIELD HOSPITAL,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
CLEARFIELD PROFESSIONAL	:	
GROUP, LTD.,	:	No. 05-1815 - CD
Defendant	:	
	:	
vs.	:	
	:	
MOROHUNFOLU EMMANUEL	:	
AKINNUSI,	:	
Additional Defendant	:	

**PRELIMINARY OBJECTIONS**

AND NOW, comes the Additional Defendant, Morohunfolu Emmanuel Akinnusi, and hereby files the within Preliminary Objections to Complaint to Join Additional Defendant:

1. Original Defendant has filed a Complaint against the Additional Defendant setting forth the causes of action arising out of an Employment Agreement between Original Defendant and Additional Defendant dated May 5, 2004 and attached as Exhibit "A".
2. Paragraph 33 of the attached Employment Agreement provides that any dispute between the parties regarding the application of the contract shall be submitted to arbitration pursuant to the Rules of the American Arbitration Association.

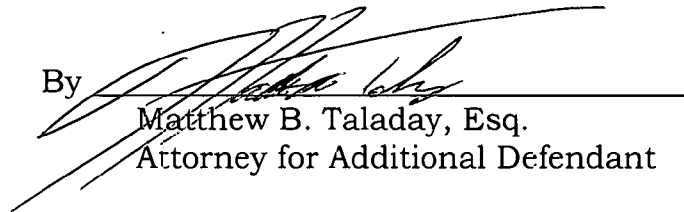
3. Additional Defendant hereby seeks an Order of Court granting the Preliminary Objections of Additional Defendant and determining that any matters relating to the Employment Agreement be resolved by binding arbitration.

WHEREFORE, it is respectfully requested that the within Preliminary Objections be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By

A handwritten signature in black ink, appearing to read "Matthew B. Taladay", is written over a horizontal line. The signature is stylized and cursive.

Matthew B. Taladay, Esq.  
Attorney for Additional Defendant

## EMPLOYMENT CONTRACT

THIS CONTRACT, dated the 5th day of May, 2004, to be effective as of July 6, 2004 by and between **CLEARFIELD PROFESSIONAL GROUP, LTD.**, A Pennsylvania professional corporation, having its principal office at 820 Turnpike Avenue, Clearfield, Pennsylvania 16830 (hereinafter referred to as "Employer"), and **MOROHUNFOLU EMMANUEL AKINNUSI, M.D.** (hereinafter referred to as "Employee").

### WITNESSETH:

WHEREAS, Employer desires to employ the services of Employee as a physician on the terms and conditions set forth herein; and

WHEREAS, Employee is a licensed physician in the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the mutual covenants undertaken herein, and with the intent to be legally bound hereby, the parties hereby agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby agrees to said employment in accordance with the terms and conditions hereinafter set forth.
2. Term. Employment shall commence on the effective date hereof and continue until July 6, 2005, and thereafter from year to year unless terminated pursuant to the terms thereof.
3. Compensation. Employee's compensation shall be determined as follows:
  - (a) During the first year of employment the physicians compensation will be \$150,000.00 or 60% of his gross receipts, whichever is greater.
  - (b) In subsequent years the compensation shall be determined by calculating the gross receipts generated by the physician and expenditures incurred by the physician, including an equal share of office overhead expenses. The physician will be compensated the difference between these two calculations.

This compensation shall be payable pursuant to Employer's customary payroll practices, unless otherwise agreed. All compensation paid to Employee as the result of employment shall



- be subject to the customary withholding and other employment taxes as required by federal, state and local laws with respect to compensation paid by an employer to an employee.
4. Signing Bonus. Employer will provide a signing bonus in the amount of \$10,000.00 upon execution of this employment contract.
  5. Moving Expense. It is anticipated that Clearfield Hospital will provide reasonable payment for moving expenses through a separate agreement between Clearfield Hospital and Employer.
  6. Legal Fees. Clearfield Hospital guarantees it will provide payment for legal fees associated with maintaining Employee's visa.
  7. Fringe Benefit Plans. Employee shall be entitled to participate in Employer's fringe benefit plans and programs according to the terms and conditions of the various plans and programs as currently maintained or subsequently amended or terminated. Such plans and programs may be amended or terminated at Employer's sole discretion subject only to any laws governing the amendment or termination of such plans and programs, and Employee agrees that such amendments or terminations shall not violate the terms of this Contract. Employer shall not be required to compensate Employee for any loss caused by any curtailment of fringe benefits hereunder. Employer will provide Employee with family health insurance according to the group health insurance policy in effect at the time of employment.
  8. Business Expenses. Employer shall, as a general policy, reimburse Employee for all reasonable business and professional expenses incurred by Employee in connection with Employee's employment hereunder. Employee must submit an itemized accounting of expenses incurred in order to qualify for reimbursement. Employee shall, at such times as Employer shall specify, repay to Employer all amounts paid to or on behalf of Employee for which Employee does not fully and adequately account, or Employer, as its sole option, may waive reimbursement and issue necessary governmental forms which show such amounts as additional income to Employee.
  9. Disallowed Expenses and Compensation. If tax deductions claimed by Employer for business expenses directly paid on Employee's behalf or reimbursed to Employee shall be disallowed, the amount disallowed shall be deemed to be additional compensation to Employee. If any

portion of Employee's compensation or any reclassified disallowed business expenses shall be disallowed as a tax deduction to Employer. Employee shall repay the disallowed amount to Employer within ninety (90) days after such disallowance. A deduction shall be deemed to be disallowed for purposes of this Section when:

- (a) the taxing authority disallows the deduction and Employer agrees to the disallowance, or
- (b) a court of competent jurisdiction disallows the deduction and Employer does not validly appeal from the judgment.

It shall be Employee's responsibility to pay any additional taxes imposed on either Employer or Employee due to such disallowance. Employee may contest such disallowance at Employee's expense, but Employer shall not be required to assist or participate in such action except for providing data which is in Employer's possession.

10. Facilities. Employer shall provide Employee with such facilities, equipment, services and supplies as Employer deems necessary in order for Employee to fulfill the duties undertaken pursuant to this Contract.

11. Duties. Employee agrees to:

- (a) devote Employee's full working time and best efforts to rendering services on behalf of Employer and to render such services with competence, efficiency and fidelity;
- (b) comply with Employer's policies, standards and regulations and with the ethical precepts of Employee's profession;
- (c) perform such reasonable management or administrative duties as are necessitated by the nature of the practice or required by Employer;
- (d) promote Employer's interest by entertainment or otherwise, to the extent permitted by law and professional ethics;
- (e) maintain and improve Employee's professional skills and reputation by continuing education and by Employee's involvement in professional associations.

12. Fees Earned. All fees, accounts receivable or other remuneration received by Employee or Employer as a result of the rendition of services as well as compensation for lectures, professional papers, royalties and the like shall be the property of Employer and are hereby

assigned and shall be paid to Employer. Such remunerations will be added to Employee's monthly salary. Employee agrees to participate in any assignment account or third party payor program established by Employer for this purpose.

13. Authority. Employee shall have no authority to contract for or to obligate Employer in any way unless Employer's board or executive officers shall specifically confer such authority. It is understood and agreed that Employer shall have complete and sole control and authority with respect to:
  - (a) the amount of fees charged for professional services;
  - (b) whether Employer and/or Employee shall be participating physicians in any third party payor program relating to services performed by or on behalf of Employer or Employee;
  - (c) the scheduling and assignment of professional and administrative duties; and
  - (d) the right to change employment practices not expressly governed by this Contract.
14. Patient and Business Records. All patients seen by Employee while employed hereunder shall be patients of Employer. All files, records and documents pertaining to client or patients of Employer, to professional services rendered by Employee to and for Employer and all business records pertaining to such treatment shall belong to and remain the property of Employer; provided, however, that upon termination or employment hereunder, Employee shall have the privilege of reproducing, at Employee's expense, such portions of said files, records and documents as Employer may permit and designate; and provided, further, that the provisions of this Section shall be subject to all applicable laws and standards of professional ethics.
15. Professional Liability Insurance.
  - (a) As a condition to continued employment under Contract, Employee must apply for and obtain professional liability insurance providing at least the coverage mandated by the applicable state law, if any, from a carrier licensed to do business in the State of Pennsylvania. Employer may require that Employee obtain such coverage from the same insurance carrier which insures other physicians employed by or providing professional services for Employer. Furthermore, Employer may require Employee to obtain insurance coverage with higher



policy limits if such coverage is reasonably available and Employer acts justifiably and in good faith.

(b) Professional liability insurance during the first year of employment will be provided by the Clearfield Hospital. In subsequent years professional liability insurance will be provided by Employer as an overhead expense

(c) Employee is responsible to pay the annual insurance premiums for the professional liability insurance required hereby; however, Employee shall be reimbursed by Employer except as otherwise provided herein.

(d) In the event that Employer has agreed and Employee has obtained claims-made professional liability insurance, the Employee shall purchase the tail insurance policy. Employer shall reimburse Employee for the tail premium in all circumstances.

(e) Employer's responsibility to reimburse Employee for the insurance premiums as provided herein shall be limited to the basic insurance premium for a standard non-rated policy.

(f) Any professional liability insurance policy obtained in accordance with this provision shall, if required by Employer, name Employer as an additional insured. Employer shall bear any additional premium cost arising out of this additional coverage.

(g) If Employee fails to obtain and pay for any insurance, the Employer is authorized but is not required to obtain such coverage. Employee shall be liable for the cost of such coverage and hereby authorizes Employer to withhold the cost of the insurance from any funds due Employee from Employer, without limiting any other legal remedies of Employer.

16. Indemnity and Insurance. Employee shall indemnify Employer from and against any liabilities, costs, damages or other losses caused by Employee's performing or failing to perform any duties, including but not being limited to third party payor refund claims for fraudulent, negligent or otherwise illegal or improper billing and including claims involving professional services. Notwithstanding the above, Employee shall not be required to indemnify Employer if such indemnification is precluded by an affected malpractice insurance carrier to increase the malpractice liability exposure of any insurer providing coverage to Employer or Employee. To the extent that such liabilities, costs, damages or other losses are covered or compensated for

by insurance purchased by Employer, Employee shall not be obligated to Employer hereunder; but shall be subject to such subrogation rights as provided in those insurance policies.

17. Loyalty. During the term of this Contract, Employee shall not at any time or place or to any extent whatsoever, either directly or indirectly, without the express prior written consent of Employer, engage in any professional practice or in any activity competitive with or adverse to the business, practice or affairs of Employer unless such activity is disclosed to permitted in writing by Employer. Activities adverse to the business, practice or affairs of Employer shall include but not be limited to, the copying of patient files or address lists, the establishment of a separate office or arrangements to do this in the future, and the solicitation of any patient or entity doing business with Employer. This restriction shall not apply to activities of an emergency or good samaritan nature or to services donated for charitable or educational events or purposes.
18. Vacations and Meetings. Employee shall be entitled to two (2) weeks vacation per year plus an additional one (1) week time off for attendance at professional meetings and seminars during the first year of employment. In subsequent years Employee shall be expected to work a schedule similar to other physicians of Employer.
19. Disability. If employee shall be come physically or mentally disabled, Employee shall be entitled to continue to receive the compensation and fringe benefits, which are described in this Contract, for an additional sixty (60) days. If Employee has not returned to work or made mutually satisfactory arrangements with Employer for return on or before the last day of the disability payment period provided herein, the employment hereunder shall be terminable by Employer upon fourteen (14) days' notice.
20. Definition of Disability. Disability shall mean Employee's inability to perform Employee's normal duties defined herein.
21. Consecutive Disabilities. If Employee, having once been disabled, shall again be disabled for a succeeding period or periods, the succeeding period or periods of disability shall be considered as continuations of the first for purposes of computing the above compensation adjustments. This rule shall not apply however, if:

- (a) Employee returns to full-time duty for three (3) consecutive months between two (2) consecutive periods of disability, or
- (b) an independent physician certifies in writing that the causes of the two (2) consecutive disabilities are unrelated.

If either of the conditions is satisfied, a new period of disability shall be commenced.

22. Disability Insurance. Any Employer-financed disability insurance payments which the disabled Employee receives shall reduce Employer's continuing obligations to pay compensation and fringe benefits hereunder by the amount of the insurance payments received. Employer agrees, however, that any such insurance payments shall be Employee's property, even after Employee's right to compensation and/or fringe benefits under this Contract or the employment hereunder shall have terminated.
23. Salary Continuation. Upon Employee's separation from service of the Employer after thirty-six (36) months of employment due to Employee's death, disability, retirement or a voluntary termination by Employee, the Employer shall pay Employee the receivables generated by Employee's activities minus a five (5) percent billing charge.
- Any amount received pursuant to this provision shall not constitute compensation for purposes of Employer's qualified retirement plans.
24. Termination. Employee's employment hereunder shall be terminated under the following conditions:
- (a) Mutual Consent. Employee's employment hereunder may be terminated at any time by the mutual consent of the Employer and Employee or, if Employee shall be incompetent, Employee's legal representative.
  - (b) Written Notice. Either party may unilaterally terminate Employee's employment hereunder at any time by delivering a signed and dated written notice of the intention to terminate to the other at least sixty (60) days prior to the intended date of termination.
  - (c) Loss or Suspension of Professional License. Employee's employment hereunder may be terminated by Employer immediately and without written notice upon loss or suspension of Employee's license or authority to practice Employee's profession in any jurisdiction in which

Employer is doing business or Employee's violation of any professional oath or professional licensing statute.

(d) Competition. Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, if Employee directly or indirectly competes with Employer during the term of this Contract, in violation of the prohibitions herein.

(e) Loss of Staff Privileges. Employee's employment hereunder may be unilaterally suspended by Employer during any period that Employee's staff privileges at any of the following medical facilities are suspended, revoked or otherwise curtailed: Clearfield Hospital. If said curtailment cannot be cured, this Contract may be unilaterally terminated with thirty (30) days' advance written notice.

(f) Death or Dissolution: Employee's employment hereunder shall be automatically terminated by the dissolution of Employer or the death of Employee, with the termination for death being subject to any death benefit provisions herein.

(g) Material Breach. Employee's employment hereunder may be unilaterally terminated by Employer, immediately and without written notice, in the event of any material breach hereof by Employee.

(h) This Contract shall terminate whenever both parties have performed all actions required hereunder.

25. Forfeitures. Employee shall forfeit all rights under this Contract if Employee's employment hereunder is terminated due to Employee's acts of disloyalty, dishonesty or competition against Employer. If Employee participates in immoral conduct which injures the reputation of Employer or commits any material breach hereof (other than those described above), Employee shall forfeit rights under this Contract to the extent of damages to the Employer so caused by Employee.

26. Responsibility for Prepaid Expenses. Upon termination of Employee's employment hereunder for any reason, Employee shall reimburse Employer for any unearned prepaid expenses within fifteen (15) days following the termination of Employee's employment hereunder. Prepaid

expenses shall include all times paid in advance by Employer on behalf of Employee including, but not being limited to, fringe benefit premiums (e.g., health, life and disability insurance), hospital staff and professional society dues, professional publications, state license fees, etc. Malpractice insurance premiums shall be allocated as provided by the Section herein entitled "Professional Liability Insurance."

The unearned portion of the expenses shall be determined in reference to the time period covered by the payment in relation to the number of days in that period prior to the termination of Employee's employment hereunder.

27. Restrictive Covenants.

(a) In the event of the termination of Employee's employment for any reason or no reason whatsoever, Employee shall not, for a period of twenty-four (24) months, practice medicine within the service area of Clearfield Hospital as such service area is defined from time to time by Clearfield Hospital; nor will Employee maintain staff privileges at Clearfield Hospital during the aforesaid twenty-four (24) month period.

(b) Employer and Employee hereby specifically acknowledge that the covenants set forth in Subsection (a) above have been agreed to by them after numerous meetings, negotiations and various proposals regarding the terms of the covenants, and have had the opportunity for consultation with and review of the covenants by their respective legal counsel, and that, but for the agreement of Employee to comply with such covenants, Employer would not have agreed to enter into this Contract.

(c) It is hereby acknowledged and agreed by the parties that Employee's violation of this covenant shall severely damage Employer's practice and the parties recognize that in the event Employer elects to pursue the enforcement of this covenant in law, the parties acknowledge and agree that the liquidated damages for Employee's violation of this covenant shall be an amount equal to One Thousand Dollars (\$1,000.00) per month during which Employee is in violation of this covenant.

(d) In the event that the employment relationship between Employee and Employer continues

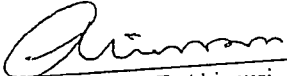
after the term of this Contract, whether via oral or written extension, the parties agree that the covenant not to compete which exists in this Section 24 will continue.

28. Interpretation. This Contract shall be interpreted under Pennsylvania law. All masculine terms shall include the feminine counterpart and all singular terms shall include plural and vice versa, as necessary to interpret and enforce the intent of this Contract. All captions are included only for reference and shall not constitute substantive provisions hereof.
29. Assignability. Employee may not assign any personal obligations or duties required under this Contract. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.
30. Offset of Liabilities. Upon termination of Employee's employment with Employer for any reason, Employer may deduct or offset any amounts owed to Employer by Employee against any amounts otherwise owed to Employee. This Section shall apply to all amounts owed by Employee to Employer regardless of the source or cause of the amounts owed and including by way of illustration and not limitation, all advances, prepayments and loans. In addition, Employee shall be deemed to owe to Employer any amounts which the accountants regularly servicing Employer find to be necessary to reflect Employee's share of any accruable or accrued liabilities, including but not limited to employee compensation and bonuses, which are not otherwise reflected in the calculations made hereunder or on the corporate financial statements. The rights established under this Section shall be in addition to and not in lieu of Employer's other available remedies.
31. Employee Warranties and Representations. Employee warrants and represents that Employee:
- (a) maintains a valid license to practice medicine in Pennsylvania;
  - (b) maintains all licenses required to prescribe narcotics and controlled substances in Pennsylvania.
  - (c) has never had any medical licenses suspended or revoked in any state in which Employee has practiced medicine;
  - (d) has never had any medical staff memberships and/or clinical privileges suspended or revoked by any hospital or medical facility at which Employee was practicing medicine.

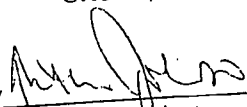
32. Financial Calculations. Except as otherwise provided herein, all financial calculations required to be performed herein shall be performed by the accountants regularly servicing Employer's books and shall be consistent with the methods, formulas, and calculations normally used by Employer in making such calculations.
33. Arbitration. Any dispute arising between the parties regarding the enforcement of application of this Contract, except for any issue regarding specific enforcement of any restrictive covenant by injunction, which cannot be amicably resolved, must be submitted to binding arbitration pursuant to the rules of the American Arbitration Association and may be initiated by either party. Employer may, in its sole discretion, suspend all payments to or on behalf of Employee pending a final determination by any arbitration procedure or court, regardless of which party initiated suit.
34. Entire Agreement. This Agreement is the entire agreement between Employer and Employee and shall supersede all other oral and/or written agreements and/or understandings between Employer and Employee with respect to the subject matter hereof.

INTENDING TO BE LEGALLY BOUND BY THIS CONTRACT, the parties sign below on the date hereinabove first written.

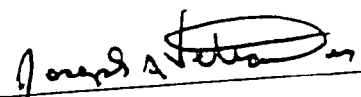
ATTEST:

By   
Emmanuel F. Akinnusi, M.D.

CLEARFIELD PROFESSIONAL  
GROUP,

By   
President

WITNESS:

  
\_\_\_\_\_

WITNESS:

  
\_\_\_\_\_

CLEARFIELD HOSPITAL,  
Plaintiff  
vs.  
CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant  
vs.  
MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

J.



J.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

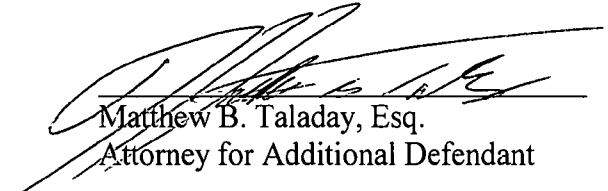
No. 05-1815 - CD

**CERTIFICATE OF SERVICE**

I certify that on the 16th day of March, 2006, a true and correct copy of  
Additional Defendant's Preliminary Objections was sent via first class mail, postage  
prepaid, to the following:

Michael P. Yeager, Esq.  
Attorney for Plaintiff  
P.O. Box 752  
Clearfield, PA 16830

James A. Naddeo, Esq.  
Attorney for Original Defendant  
P.O. Box 552  
Clearfield, PA 16830

  
Matthew B. Taladay, Esq.  
Attorney for Additional Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

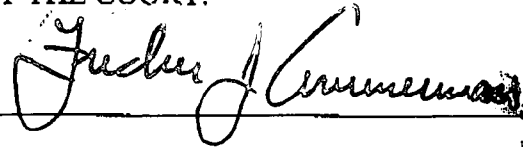
No. 05-1815 - CD

**ORDER**

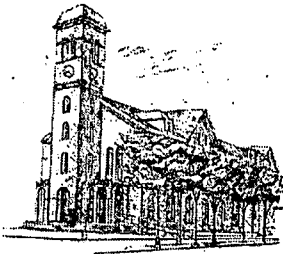
AND NOW, this 20<sup>th</sup> day of March, 2006, upon  
consideration of the foregoing Preliminary Objections,

IT IS HEREBY ORDERED that Argument on said Preliminary Objections  
shall be held on April 18, 2006, at 2:30 o'clock P m., in  
Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT:



FILED 300  
03/10/06 Amy  
MAR 21 2006 taladay  
William A. Shaw  
Prothonotary/Clerk of Courts



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 3/21/06

X You are responsible for serving all appropriate parties.

           The Prothonotary's office has provided service to the following parties:

           Plaintiff(s)/Attorney(s)

           Defendant(s)/Attorney(s)

           Other

           Special Instructions:

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,  
Defendant

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

CIVIL ACTION - AT LAW

No. 05-1815 - CD

Type of Pleading:

Certificate of  
Service

Filed on behalf of:

Additional Defendant

Counsel of Record for This  
Party:

Matthew B. Taladay, Esq.  
Supreme Court No. 49663  
Hanak, Guido and Taladay  
498 Jeffers Street  
P. O. Box 487  
DuBois, PA 15801

814-371-7768

Date: March 24, 2006

FILED

MAR 27 2006  
m/f.706  
William A. Shaw  
Prothonotary/Clerk of Courts  
No 616

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - AT LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs.

CLEARFIELD PROFESSIONAL  
GROUP, LTD.,

Defendant

No. 05-1815 - CD

vs.

MOROHUNFOLU EMMANUEL  
AKINNUSI,

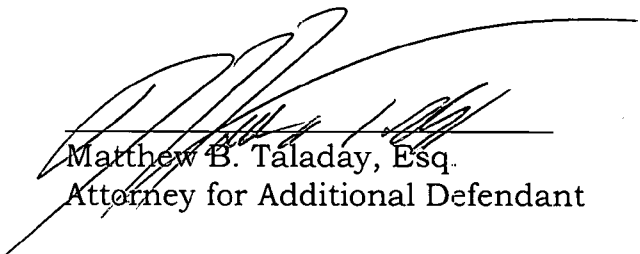
Additional Defendant

**CERTIFICATE OF SERVICE**

I certify that on the 24<sup>th</sup> day of March, 2006, a Court  
certified copy of Order of Court dated March 20, 2006 scheduling  
Argument on Additional Defendant's Preliminary Objections was sent via  
first class mail, postage prepaid, to the following:

Michael P. Yeager, Esq.  
Attorney for Plaintiff  
P.O. Box 752  
Clearfield, PA 16830

James A. Naddeo, Esq.  
Attorney for Original Defendant  
P.O. Box 552  
Clearfield, PA 16830

  
Matthew B. Taladay, Esq.  
Attorney for Additional Defendant

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

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William A. Shaw  
Prothonotary/Clerk of Courts

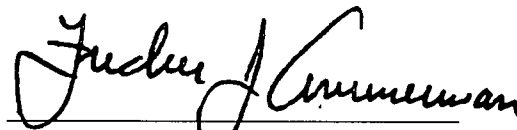
2cc Atty's  
Yeager  
Mack  
Toladay

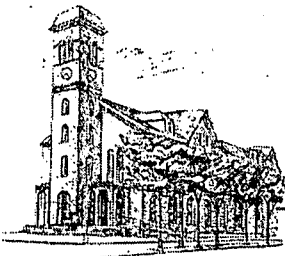
CLEARFIELD HOSPITAL :  
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vs. :   
:   
CLEARFIELD PROFESSIONAL : No. 05-1815-C.D.  
GROUP, LTD., :   
:   
vs. :   
:   
MOROHUNFOLU EMMANUEL :   
AKINNUSI :

O R D E R

NOW, this 18<sup>th</sup> day of April, 2006,  
following argument on the Preliminary Objections  
filed on behalf of the additional defendant Dr.  
Morohunfolu Akinnusi, it is the ORDER of this Court  
that the preliminary objections are hereby granted.  
Dr. Akinnusi is removed as a defendant in the case.  
Any contractual dispute between Clearfield  
Professional Group, Limited and Dr. Akinnusi should  
be resolved using the compulsory arbitration  
provisions of the contractual agreement.

BY THE COURT,

  
FREDERIC A. AMMERMAN,  
President Judge



## Clearfield County Office of the Prothonotary and Clerk of Courts

**William A. Shaw**  
Prothonotary/Clerk of Courts

**David S. Ammerman**  
Solicitor

**Jacki Kendrick**  
Deputy Prothonotary

**Bonnie Hudson**  
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw  
Prothonotary

DATE: 4/19/06

       You are responsible for serving all appropriate parties.

  X   The Prothonotary's office has provided service to the following parties:

  X   Plaintiff(s)/Attorney(s)

  X   Defendant(s)/Attorney(s)

       Other

       Special Instructions:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

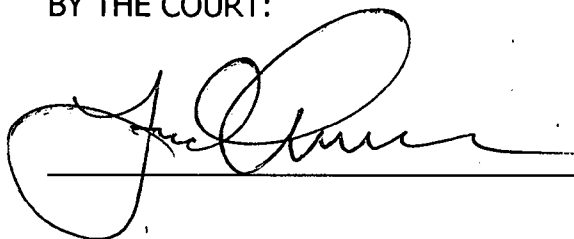
CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

No. 05 - 1815 - CD

**SCHEDULING ORDER**

AND NOW, this 4 day of <sup>December</sup> ~~November~~, 2006, it is the ORDER of this Court that  
an Argument on the Motion for Judgment on the Pleadings filed by the Plaintiff is  
scheduled for the 3rd day of January, 2007, at 11:00 A.m. in Courtroom No.  
1, Clearfield, PA 16830.

BY THE COURT:



**FILED**  
DEC 04 2006  
Atty Yeager

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

DEC 04 2006

Date 10/10/06

☒ You are responsible for serving all appropriate parties.

☐ The Probationary's office has provided service to the following parties: William A. Shaw  
Notary/Clerk of Courts

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Pleading:  
:  
: Motion for Judgment  
: on the Pleadings  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: I5587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED

NOV 27 2006

0/3:30/12

William A. Shaw  
Prothonotary/Clerk of Courts

1 cent to Att

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

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No. 05 - 1815 - CD

**MOTION FOR JUDGMENT ON THE PLEADINGS**

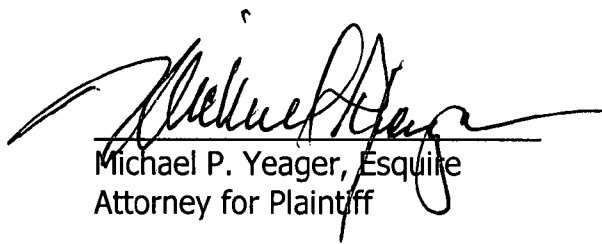
COMES NOW, the Plaintiff, Clearfield Hospital, by and through its attorney,  
Michael P. Yeager, Esquire and files the within Motion for Judgment on the Pleadings  
alleging as follows:

1. On or about November 18, 2005, Plaintiff filed a Complaint as against the Defendant alleging breach of contract, breach of quasi-contract and breach of contract implied in fact.
2. Defendant responded with an Answer, New Matter and Counterclaim on or about December 13, 2005.
3. Plaintiff made various allegations as contained in Paragraphs 5, 6, 7, 8, 9, 10, 12, 13 and 17 of its Complaint which detail the basis for its claims.
4. All of the aforesaid paragraphs contained in Plaintiff's Complaint were admitted by Defendant in its Answer, New Matter and Counterclaim.
5. This Motion is made to secure judgment in the amount claimed in Plaintiff's Complaint in the amount of \$28,486.75.

6. This Motion is based upon the pleadings described above, and is made solely with respect to Plaintiff's claims as to breach of contract, breach of quasi-contract and breach of contract implied in fact.

WHEREFORE, Plaintiff requests that the Court grant this Motion for Judgment on the Pleadings entering judgment in favor of the Plaintiff and as against Defendant in the amount of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars, together with interest and costs of suit as was demanded in Plaintiff's Complaint; and that the Court grant such other and further relief as the Court deems to be fair, reasonable and otherwise appropriate.

Respectfully submitted:



Michael P. Yeager, Esquire  
Attorney for Plaintiff

**FILED**

**NOV 27 2006**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Affidavit  
: of Service  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: I5587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED *NO CC*  
013:22/01  
DEC 06 2008 *(S)*

- William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

No. 05 - 1815 - CD

**AFFIDAVIT OF SERVICE**

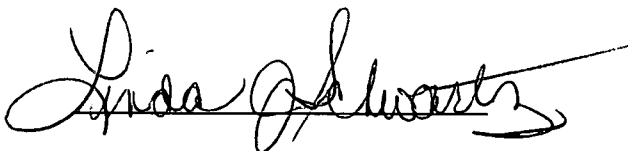
I, Michael P. Yeager, Esquire, hereby certify that I served a true and correct copy of the foregoing Motion for Judgment on the Pleadings with attached Scheduling Order this 6<sup>th</sup> day of December, 2006, upon the following:

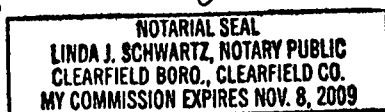
James A. Naddeo, Esquire  
Attorney for the Defendant  
207 East Market Street  
P.O. Box 552  
Clearfield, PA 16830.

Said forwarding was by hand delivery.

  
Michael P. Yeager  
Attorney for Plaintiff

sworn to and subscribed before me this 6<sup>th</sup> day of December, 2006.



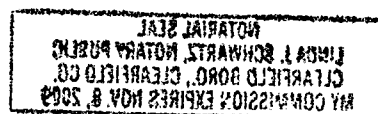




**FILED**

**DEC 06 2006**

**William A. Shaw**  
Prothonotary/Clerk of Courts



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Affidavit  
: of Service  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
: Supreme Court No.: I5587  
:  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

FILED *Nec*  
013.23.61  
DEC 08 2008 *(S)*

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

No. 05 - 1815 - CD

**AFFIDAVIT OF SERVICE**

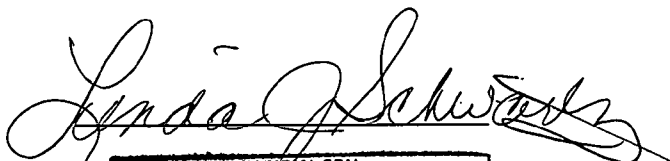
I, Michael P. Yeager, Esquire, hereby certify that I served a true and correct copy of the Motion for Judgment on the Pleadings with attached Scheduling Order this 8<sup>th</sup> day of December, 2006, upon the following:

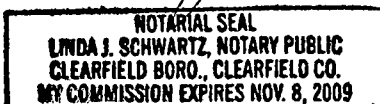
Matthew B. Taladay, Esquire  
Attorney for Additional Defendant  
P.O. Box 487  
DuBois, PA 15801

Said forwarding was by first class mail.

  
Michael P. Yeager  
Attorney for Plaintiff

Sworn to and subscribed before me this 8<sup>th</sup> day of December, 2006.

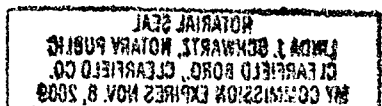




**FILED**

**DEC 08 2006**

William A. Shaw  
Prothonotary/Clerk of Courts



1A

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL

-VS-

CLEARFIELD PROFESSIONAL  
GROUP, LTD

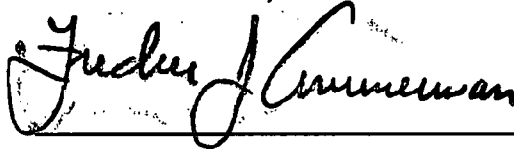
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:

No. 05-1815-CD

O R D E R

AND NOW, this 3rd day of January, 2007, upon the Court's review of the Plaintiff's Motion for Judgment on the Pleadings, it is the ORDER of this Court that the said Motion be and is hereby granted. Judgement is hereby entered in favor of Clearfield Hospital against the Clearfield Professional Group, LTD, in the amount of Twenty-Eight Thousand Four Hundred Eighty-Six Dollars and Seventy-Five (\$28,486.75) Cents, together with interest and costs of suit.

BY THE COURT,



President Judge

FILED

01/10/30/2007  
JAN 05 2007

acc  
Atty: Yeager  
Naddeo

(m)

William A. Shaw  
Prothonotary/Clerk of Courts

FILED

JAN 05 2007

William A. Shaw  
Prothonotary/Clerk of Courts

DATE: 1/5/07

\_\_\_\_ You are responsible for serving all appropriate parties.

☒ The Prothonotary's office has provided service to the following parties:

\_\_\_\_ Plaintiff(s) ☒ Plaintiff(s) Attorney \_\_\_\_ Other

\_\_\_\_ Defendant(s) ☒ Defendant(s) Attorney

\_\_\_\_ Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,  
Defendant

MORONHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

No. 05 - 1815 - CD

**AFFIDAVIT OF SERVICE**

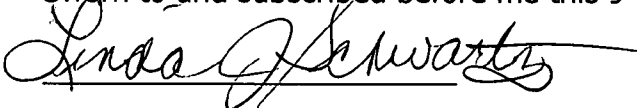
I, Michael P. Yeager, Esquire, hereby certify that I served a true and correct copy of the Order granting the Motion for Judgment on the Pleadings this 9<sup>th</sup> day of January, 2007, upon the following:

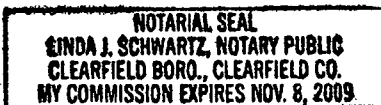
Matthew B. Taladay, Esquire  
Attorney for Additional Defendant  
P.O. Box 487  
DuBois, PA 15801


Said forwarding was by first class mail.

  
Michael P. Yeager  
Attorney for Plaintiff

Sworn to and subscribed before me this 9<sup>th</sup> day of January, 2007.





FILED <sup>NO</sup> <sub>cc</sub>  
01/31/2007  
JAN 09 2007 

William A. Shaw  
Prothonotary/Clerk of Courts

# DEFILE

JAN 09 2007

**William A. Shaw**  
Prothonotary/Clerk of Courts

NOTARY SEAL  
J. SCHWARTZ NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD CO.  
MY COMMISSION EXPIRES NOV. 8, 2009



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff


vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

MORONHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Praecipe  
: for Judgment  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
:  
: Supreme Court No.: I5587  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

**FILED** Atty pd. 20.00  
013:31/ATL  
MAR 21 2007 Notice to  
Atty Naddeo  
William A. Shaw Statement to  
Prothonotary/Clerk of Courts Atty Yeager  
GAP

  
Michael P. Yeager, Esquire  
Attorney for the Plaintiff

2 5  
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD HOSPITAL,  
Plaintiff

vs

CLEARFIELD PROFESSIONAL GROUP,  
LTD.,

Defendant

vs

MOROHUNFOLO EMMANUEL  
AKINNUSI,  
Additional Defendant

No. 05 - 1815 - CD

COPY

Notice is given that a JUDGMENT in the amount of Twenty-Eight Thousand Four Hundred Eighty-Six and 75/100 (\$28,486.75) Dollars in the above-captioned matter has been entered against you.

William A. Shaw, Prothonotary

By William A. Shaw 3/21/07

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Clearfield Hospital  
Plaintiff(s)

No.: 2005-01815-CD

Real Debt: \$28,486.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Clearfield Professional Group, LTD  
Defendant(s)

Entry: \$20.00

Instrument: Court-Ordered Judgment against  
Clearfield Professional Group, LTD ONLY

Morohunfolu Emmanuel Akinnusi

Date of Entry: March 21, 2007

Expires: March 21, 2012

Certified from the record this 21st day of March, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Clearfield Hospital  
Plaintiff(s)

No.: 2005-01815-CD

Real Debt: \$28,486.75

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Clearfield Professional Group, LTD  
Defendant(s)

Entry: \$20.00


Instrument: Court-Ordered Judgment against  
Clearfield Professional Group, LTD ONLY

Morohunfolu Emmanuel Akinnusi

Date of Entry: March 21, 2007

Expires: March 21, 2012

Certified from the record this 21st day of March, 2007.

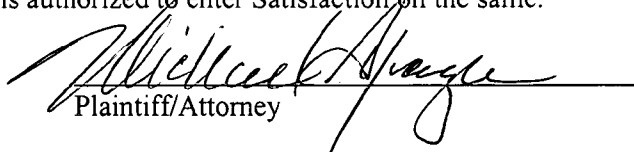


William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on 3/21, 2007, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

  
Plaintiff/Attorney

**FILED** Atty pd.  
013:16601g 7.00  
MAR 22 2007 Cert. of Set.  
to Atty  
William A. Shaw  
Prothonotary/Clerk of Court  
Eager  
(60)

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Clearfield Hospital

No.: 2005-01815-CD

Vs.

Debt: \$28,486.75

Clearfield Professional Group, LTD

Atty's Comm.:

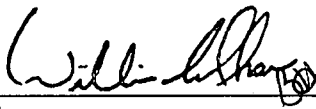
Morohunfolu Emmanuel Akinnusi

Interest From:

Cost: \$7.00

NOW, Thursday, March 22, 2007, directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 22nd day of March, A.D. 2007.

  
\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW

CLEARFIELD HOSPITAL,  
Plaintiff

VS

CLEARFIELD PROFESSIONAL GROUP,  
LTD,  
Defendant

VS

MORONHUNFOLU EMMANUEL  
AKINNUSI,  
Additional Defendant

: NO. 05 - 1815 - CD  
:  
: Type of Case: Assumpsit  
:  
: Type of Pleading: Praecipe  
: to Settle, Discontinue & End  
:  
: Filed on Behalf of: Plaintiff  
:  
: Counsel of Record for this Party:  
:  
: Michael P. Yeager, Esq.  
:  
: Supreme Court No.: I5587  
: P.O. Box 752  
: 110 North Second Street  
: Clearfield, PA 16830  
:  
: (814) 765-9611

Dated: March 27, 2008

**FILED**

0111:15 am

MAR 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2CC & 2 Cert of  
disc issued to  
AAM Yeager  
copy to CIA

Dated: March 27, 2008



# **ASSIGNMENT OF AKINNUSI AGREEMENT RIGHTS**

**CLEARFIELD PROFESSIONAL GROUP, LTD**, a Pennsylvania limited

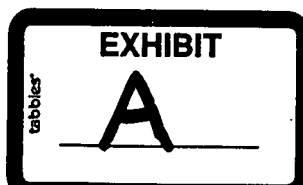
partnership, with its principal address at 820 Turnpike Avenue, Clearfield, PA 16830, ("Assignor"), for value received and intending to be legally bound, assigns to the Clearfield Hospital, a Pennsylvania nonprofit corporation, having its principal office located at 809 Turnpike Avenue, P.O. Box 992, Clearfield, PA 16830 ("Assignee"), all monies due or to become due from Morohunfolu Emmanuel Akinnusi, ("Akinnusi") and all Akinnusi Agreement rights and other proceedings representing such monies under the Employment Akinnusi Agreement as between Assignor and Akinnusi dated May 5, 2004, a copy of which is attached hereto, made part hereof and incorporated herein as "Exhibit A" ("Akinnusi Agreement").

Assignor has authorized and directed Akinnusi to make all payments under the Akinnusi Agreement to Assignee.

Assignor irrevocably appoints Assignee, its attorney, with power of substitution, to sue for, receive, compromise and adjust, and give releases for the monies due or to become due, and authorizes Assignee to endorse Assignor's name on, and collect, all checks, or other proceeds received by Assignee from Akinnusi.

Assignor warrants and agrees that:

1. It has the right to make this Assignment and will make proper notations of it on its books of record.
2. The monies due under the Akinnusi Agreement are still due and owing and, to the best of Assignor's knowledge, information and belief, there is no set-off, known or claimed to any of the monies due or to become due.



3. It will fully perform all of its obligations under the Akinnusi Agreement and Assignee will not have any obligations under the Akinnusi Agreement.

4. It will make no modification of or substitution for the Akinnusi Agreement without the prior written consent of Assignee.

5. Any checks or other proceeds of the money due under the Akinnusi Agreement which Assignor receives, will be held in trust for, and will be promptly delivered to, Assignee.

6. It will execute and deliver to any Assignee any instruments reasonably requested by the Assignee to prove the debt arising out of the Akinnusi Agreement or to perfect or preserve the security interest of Assignee, and will pay the costs of filing any such instruments in public offices.

7. Assignor agrees to the substitution in full of the Assignee for Assignor with regard to litigation currently existing at No. 05-1815-CD of Clearfield County, Pennsylvania ("Lawsuit"); although Assignor agrees to cooperate in all respects necessary and appropriate to enable Assignee to continue with that Lawsuit and prosecute the same to a successful conclusion.

8. The parties hereto acknowledge the execution and delivery of an Agreement of even date herewith describing some of the matters set forth herein and otherwise resolving their respective differences relative to the Akinnusi Agreement and a Group Recruitment Agreement dated June 23, 2004 ("Recruitment Agreement").

9. In partial consideration for the aforesaid Assignment, Hospital agrees that upon full execution of all documentation, it will release, remise, quit-claim and discharge Pro-Group of and from any and all responsibilities, actions, suits, claims,

accounts, reckonings, payments and demands whatsoever, particularly including payment responsibilities pursuant to the aforesaid Recruitment Agreement except as may herein be described.

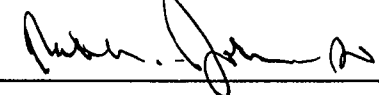
10. In order to persuade Hospital to accept the aforesaid Assignment in full and complete satisfaction of its Judgment as aforesaid, Pro-Group further agrees and does agree upon complete execution of all documentation, to release, remise, quit-claim and forever discharge the Hospital of and from any and all responsibilities, actions, suits, claims, accounts, reckonings, payments and demands whatsoever as otherwise described in its Answer, New Matter and Counterclaim in the Lawsuit or as they may otherwise relate to the Recruitment Agreement or the Akinnusi Agreement.

11. Whenever reasonable (as gauged by the finality of the Hospital's pursuit of Akinnusi as above described, Hospital agrees to execute and record an appropriate Satisfaction Piece on the record both as to No. 2005-1815-CD and otherwise as the same relates to the Recruitment Agreement or the Akinnusi Agreement.

12. This document replaces an identical Assignment signed and dated March 6, 2007 which has, through inadvertence, been lost.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007, intending to be legally bound thereby.


CLEARFIELD PROFESSIONAL GROUP LTD

By: 

4/27/07

Date

CLEARFIELD HOSPITAL

By: 

4/27/07

Date

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Clearfield Hospital

Vs.

No. 2005-01815-CD

Clearfield Professional Group, LTD

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 March 28, 2008, marked:

Settled, discontinued and ended

Record costs in the sum of \$7.00 paid by James A. Naddeo Esq.  
\$ 112.00 paid by Michael P. Yeager Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 28th day of March A.D. 2008.



William A. Shaw, Prothonotary