

Baltazar Corcino vs Clfd Professional
2006-2160-CD

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

BALTAZAR L. CORCINO, M.D.,
Plaintiff

vs.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant

CIVIL ACTION - AT LAW

No. *06-2160-CD*

Type of Pleading:
COMPLAINT

Filed on Behalf of:
Plaintiff

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
3 S. Brady Street, Suite 300
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

JURY TRIAL DEMANDED

Dated: December 28, 2006

FILED *ICC Sheriff*
m 11:02 AM
DEC 29 2006 *Atty pd.*
85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
CLEARFIELD PROFESSIONAL	:	
GROUP LTD,	:	
Defendant	:	

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without further notice for any money claimed 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
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641 Ext. 1303

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

BALTAZAR L. CORCINO, M.D.,	:	
Plaintiff	:	
	:	
vs.	:	No.
	:	
CLEARFIELD PROFESSIONAL	:	
GROUP LTD,	:	
Defendant	:	

COMPLAINT

AND NOW, comes the Plaintiff, Baltazar L. Corcino, M.D., by and through his attorneys, Hanak, Guido and Taladay, and hereby brings the within Complaint averring as follows:

1. Plaintiff is Baltazar L. Corcino, M.D., an adult individual whose address is 2525 Meadow Road, Clearfield, Pennsylvania 16830.

2. Defendant is Clearfield Professional Group LTD, a business corporation organized and existing under the laws of Pennsylvania with offices and principal place of business at 820 Turnpike Avenue, Clearfield, Pennsylvania 16830.

3. The rights and liabilities of the shareholders, officers and directors of Clearfield Professional Group LTD are set forth in the Bylaws duly adopted by the corporation. The Plaintiff does not have a copy of the corporation Bylaws, which are believed to be in the sole custody and control of Clearfield Professional Group, LTD.

4. At all times relevant hereto, Baltazar L. Corcino, M.D., was a managing shareholder and officer of Clearfield Professional Group LTD, and, along with the three other shareholders, an employee of the corporation.

5. At all times relevant hereto, Plaintiff and the three other shareholders of the corporation, specifically Dr. Richard A. Johnson, Dr. Joseph A. Vetrano and Dr. Bruno J. Romeo, were licensed by the Commonwealth of Pennsylvania to practice medicine and each individually provided medical services to the general public on behalf of the Defendant corporation.

6. On January 1, 1988 the corporation adopted a written retirement policy which provided that retirement of a shareholder will be automatic upon the 65th birthday unless the other members of the corporation by secret ballot agree to retain the physician on a year-to-year basis. A copy of this document is attached as Exhibit "A" and incorporated herein by reference.

7. Following Plaintiff's 65th birthday, the other physician shareholders of the Defendant corporation agreed that Plaintiff should continue as a shareholder and employee of the corporation and accordingly Plaintiff continued thereafter and until approximately February 1, 2003 to provide medical services on behalf of the corporation under the same terms as prior to his attaining retirement age, except that Plaintiff was relieved of patient "on call duties".

8. On or about February 1, 2003 Plaintiff's compensation arrangements with the corporation were changed. After that date, 50% of all revenues generated by the Plaintiff were to be retained by the corporation and applied to expenses of the corporation and 50% of these revenues were to be paid to the Plaintiff as compensation. This arrangement remained in effect until approximately April 1, 2005.

9. About April 1, 2005, the agreement between the parties was modified so that from that time forward the revenues and expenses of the Plaintiff would be determined in accordance with the terms in effect prior to Plaintiff reaching retirement age.

10. The Plaintiff continued to provide service and general revenues for the corporation until his retirement on July 31, 2005.

11. The retirement policy of the corporation, as set forth in Exhibit "A", provides that a retiring member shall be paid for his interest as follows:

The retiring member shall be paid his portion of the assets of the corporation with the value of the assets to be determined by an appraiser hired by the corporation, and an appraiser hired by the retiring member, with the actual value to be the average of the two appraisers. For the purposes of this determination, no value shall be attached to the value of the practice. It is anticipated that the only assets of CPG with respect to this paragraph will be office equipment. The tax basis of the equipment involved shall not be considered, but rather actual value as determined by the two independent appraisers.

12. The retirement policy of the corporation, attached hereto as Exhibit "A", further provides for payment of receivables to a withdrawing member as follows:

Upon retirement, the retired physician shall no longer be charged his proportion of overhead; and his receivables will be paid to him as they come in with no charge for the bookkeeping.

13. Since his retirement, the Plaintiff has repeatedly requested that the corporation provide him with a complete accounting and payment of receivables generated prior to his retirement in accordance with the terms of the Bylaws and retirement policy of the corporation. The corporation has failed and refused to honor this request.

14. On information received, Plaintiff believes and therefore avers that the corporation has collected, subsequent to his retirement, accounts receivable generated as a result of his services rendered in an amount in excess of \$25,000.00 and that these funds were due to be paid to him by the corporation as received. To date, no amount has been paid to Plaintiff.

15. The Clearfield Professional Group LTD has failed to honor the terms of its Bylaws and its obligation to its retired member, Baltazar L. Corcino to the great detriment of the Plaintiff.

16. Plaintiff hereby requests your Honorable Court to grant relief as follows:

(a) An Order directing the corporation to provide an accounting of all revenues generated by the Plaintiff and collected by the corporation following his retirement;

(b) An Order requiring the corporation to pay to the Plaintiff forthwith all revenues generated by the Plaintiff and collected by the corporation for which Plaintiff has not yet been paid; and

(c) An Order granting such other relief as the Court may deem appropriate.

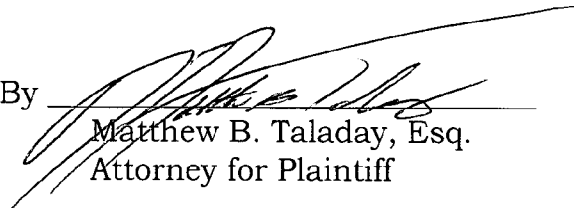
WHEREFORE, Plaintiff demands judgment in his favor and against Defendants in an amount in excess of \$25,000.00, plus attorney's fees and costs of this action.

A JURY TRIAL IS DEMANDED.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By



Matthew B. Taladay, Esq.
Attorney for Plaintiff

RETIREMENT

Retirement shall be automatic upon the 65th birthday. Retention beyond that time will require a majority vote, by secret ballot, of the other physician members of the corporation and will be on a year to year basis.

The retiring member shall be paid his portion of the assets of the corporation with the value of the assets to be determined by an appraiser hired by the corporation, and an appraiser hired by the retiring member, with the actual value to be the average of the two appraisers. For the purposes of this determination, no value shall be attached to the value of the practice. It is anticipated that the only assets of CPG with respect to this paragraph will be office equipment. The tax basis of the equipment involved shall not be considered, but rather actual value as determined by the two independent appraisers.

Upon retirement, the retired physician shall no longer be charged his proportion of overhead; and his receivables will be paid to him as they come in with no charge for the bookkeeping.

A member may elect retirement at anytime before the age of 65; and the same method of purchase of assets and payout of receivables shall apply.


Adopted 1/1/88

EXHIBIT "A"

VERIFICATION

I, **Baltazar L. Corcino, M.D.**, hereby verify that the statements made in the COMPLAINT are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

12/18/2008
(Date)


Baltazar L. Corcino, M.D.

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff,

v.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant.

No. 06 - 2160 - CD

Type of Pleading:

**ANSWER, NEW MATTER AND
COUNTERCLAIM**

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 30, 2007

FILED *icc*
01/30/07 14:48
JAN 30 2007
W. A. Shaw
William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff,

v.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant.

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No. 06 - 2160 - CD

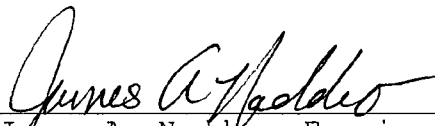
NOTICE TO PLEAD

TO THE PLAINTIFF/COUNTERCLAIM DEFENDANT:

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.

NADDEO & LEWIS, LLC

By:


James A. Naddeo, Esquire
Attorney for Defendant

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

BALTAZAR L. CORCINO, M.D., *
 Plaintiff, *

v. * No. 06 - 2160 - CD

CLEARFIELD PROFESSIONAL *
GROUP LTD, *
 Defendant. *

ANSWER, NEW MATTER AND COUNTERCLAIM

NOW COMES the Defendant, Clearfield Professional Group Ltd (hereinafter "Group"), and by its attorney, James A. Naddeo, Esquire, files the within Answer, New Matter and Counterclaim, and set forth as follows:

ANSWER

1. Admitted.

2. Denied in so far as it states that defendant is a business corporation. On the contrary, defendant is a professional corporation. The remainder of said averment is admitted.

3. Admitted that in general a professional corporation's governance is set forth in Bylaws. However, the Group has regularly identified what would be constructively deemed "Bylaws" as "Corporate Policies."

4. Admitted that plaintiff was a managing shareholder and officer of the Group. Denied in so far as it states "at all

times relevant hereto." In further answer thereto, plaintiff resigned from his employment with the Group on July 31, 2005 which in effect triggered his resignation from the corporation as required by corporate policy.

5. Admitted.

6. Admitted.

7. Admitted that plaintiff after his 65th birthday was voted to continue as a shareholder and employee of the corporation. Denied that this post-retirement employment continued "until" February 1, 2003. To the contrary, the significance of the February 1, 2003 date is that it was effective upon that date that plaintiff was to and did discontinue his "on call duties."

8. Admitted that 50% of all revenues generated by the plaintiff were to be retained by the Group and applied to expenses of the Group and 50% of these revenues were to be paid to the plaintiff as compensation. In further answer thereto defendant incorporates New Matter as set forth below.

9. Denied that the date the agreement between the parties was modified is April 1, 2005. To the contrary, the effective date the agreement was modified was March 1, 2005. The remainder of the allegation is denied and in further answer thereto defendant incorporates New Matter as set forth below.

10. Admitted. In further answer thereto defendant incorporates New Matter as set forth below.

11. No answer is required the contract speaks for itself.

12. No answer is required the contract speaks for itself.

13. Denied that an accounting was not provided. To the contrary an accounting was provided to the plaintiff. A true and correct copy of said accounting is attached hereto as Exhibit "A." Admitted that the Group has not made payment to plaintiff for the reasons set forth in New Matter which defendant incorporates by reference herein.

14. Denied that the amount of accounts receivable generated as a result of plaintiff's services rendered is \$25,000.00. To the contrary as shown on Exhibit A, the amount of accounts receivable generated and payable to plaintiff is \$18,267.25. Admitted that no amount had been paid to plaintiff for the reasons set forth in New Matter which defendant incorporates by reference herein.

15. States a conclusion of law to which no answer is required.

16. States a prayer for relief to which no answer is required.

WHEREFORE, Defendant demands judgment in its favor and against the Plaintiff.

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NEW MATTER

17. The agreement between plaintiff and defendant that 50% of all revenues generated by the plaintiff were to be retained by the Group and applied to expenses of the Group and 50% of these revenues were to be paid to the plaintiff as compensation was conditioned upon plaintiff working his regular work schedule and hours which is 36 hours a week in the office (hereinafter "the 50/50 deal").

18. That plaintiff failed to work his regularly scheduled hours as agreed upon by the parties.

19. That defendant has suffered a loss as a result of plaintiff's failure to work as agreed upon by the parties, said loss results directly from a loss of patients being seen by the plaintiff in the office as well as a loss of patients being admitted and treated by the plaintiff and/or the Group at the Clearfield Hospital.

20. That the loss suffered by defendant as described in paragraph 19 above is in excess of \$18, 267.25.

21. Defendant by way of withholding payment to plaintiff for accounts receivable generated and payable to plaintiff is exercising its right to offset its damages as described in its Counterclaim which defendant incorporates by reference herein.

WHEREFORE, Defendant demands judgment in its favor and against the Plaintiff.

COUNTERCLAIM

COUNT I - CONTRACT

22. Defendant incorporates by reference paragraphs 17 through 21 above as if set forth more fully herein.

23. That the 50/50 deal began on or about February 1, 2003 and extended to March 1, 2005. That this agreement was not reduced to a signed writing but was verbal. However, record that the agreement was made and effective as of February 1, 2003 is recorded in the corporate minutes and record that this agreement was ended effective March 1, 2005 is recorded in the same corporate minutes.

24. That the 50/50 deal extended to plaintiff by defendant was conditioned upon plaintiff working his regular work schedule.

25. That plaintiff failed to work his regular work schedule as agreed upon by the parties. In particular, during the time period from January 1, 2004 and February 28, 2005 plaintiff failed to work 649 of his regularly scheduled and agreed upon hours.

26. That plaintiff is believed to have failed to work addition hours as agreed upon by the parties between the time period of February 1, 2003 and December 31, 2003. That defendant's recording system is not as exacting for this time

frame, but defendant reserves the right to claim such damages as may be proven at trial.

27. That the deficit in hours not worked by plaintiff as described in paragraph 25 results in a total loss of approximately \$97,350.00 in revenues expected to be generated during said hours by plaintiff treating patient's at office visits.

28. That pursuant to the 50/50 deal, \$48,675.00 is due and owing (of the amount described in paragraph 27) to defendant as defendant expected such work to be generated by plaintiff and payable to the defendant as agreed upon by the parties.

29. That the deficit in hours not worked by plaintiff as described in paragraph 25 results in a total loss of approximately \$33,300.00 in revenues expected to be generated from hospital admissions (of patients that would have been treated and admitted had plaintiff worked as agreed upon).

30. That pursuant to the 50/50 deal \$16,650.00 (of the amount described in paragraph 29) is due and owing to defendant as defendant expected such admissions to be generated by plaintiff and said monies then were expected to be payable to defendant as agreed upon by the parties.

31. That defendant has demanded payment from plaintiff and that plaintiff has failed and refused to make payment to defendant.

WHEREFORE, Defendant demands judgment in its favor and against the Plaintiff in an amount in excess of \$25,000.00 plus all other costs and fees this court deems just and proper to grant.

COUNT II - UNJUST ENRICHMENT

32. Plaintiff incorporates paragraphs 17 through 31 above as if set forth more fully herein.

33. As agreed upon by the parties pursuant to the 50/50 deal, plaintiff was expected to work his regularly scheduled work hours.

34. As a result of this expectation that plaintiff would and was required to work his regularly scheduled work hours, defendant provided all office expenses and overhead associated with the physician's practice of plaintiff.

35. Plaintiff was afforded the benefit of having the office available, in full operation and all overhead paid during all of the regularly scheduled work hours plaintiff was scheduled and expected to work.

36. Plaintiff took advantage of this undertaking by defendant in that plaintiff's work schedule varied and plaintiff came and went as he pleased at the office.

37. Therefore, Plaintiff realized and appreciated the undertaking by defendant.

38. Defendant on the other hand was deprived of its expected bargain from the agreement with plaintiff, part of this expected bargain was that the revenues generated and payable from plaintiff's expected work hours would have paid the overhead and office expenses defendant provided to plaintiff.

39. Because plaintiff failed to generate the revenue expected under the agreement between the parties, plaintiff has failed to generate accounts payable that would have paid for his share of the office expenses and overhead.

40. Plaintiff was provided a complete and working doctor's office from which to practice, whereby all office expenses and overhead were paid for by the defendant and available to the plaintiff.

41. Plaintiff took advantage of the benefit conferred upon him by the defendant by failing to work sufficient hours to fund his share of the defendant's overhead to operate the office.

42. Permitting this course of conduct by the plaintiff leaves an inequitable result to the defendant.

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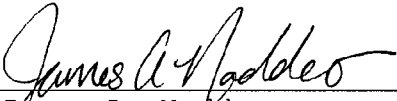
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WHEREFORE, Defendant demands judgment in its favor and against the Plaintiff in an amount in excess of \$25,000.00 plus all other costs and fees this court deems just and proper to grant.

NADDEO & LEWIS, LLC

By: 
James A. Naddeo
Attorney for Defendant

Dr. Corcino Receipts: August 1, 2005 - July 5, 2006

Receipts:

August 2005	\$ 15,919.31
September 2005	\$ 2,901.07
October 2005	\$ 2,146.44
November 2005	\$ 1,772.63
December 2005	\$ 138.51
January 2006	\$ 333.43
February 2006	\$ 333.97
March 2006	\$ 175.59
April 2006	\$ 140.82
May 2006	\$ 128.79
June 2006	\$ 162.27
July 2006	\$ -

Total Receipts \$ 24,152.83

Expenditures

8/8/05 Payroll	\$ 4,545.28
8/8/05 Payroll Ta	\$ 347.71
8/8/05 Retirement	\$ 909.06
8/10/05 Refund	\$ 15.79
10/5/05 Refund	\$ 22.30
11/16/05 Refund	\$ 5.31
3/22/06 Refund	\$ 40.13

Total Expenditure \$ 5,885.58

Balance

Balance \$ 18,267.25

Exhibit "A"

VERIFICATION

I, Brian Witherow, employee and office manager of the Clearfield Professional Group Ltd., P.C., verify that the statements made in the foregoing Answer, New Matter and Counterclaim are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904, relating to unsworn falsification to authorities.

CLEARFIELD PROFESSIONAL GROUP LTD, P.C.

By: Brian Witherow
Brian Witherow
Clfld Professional Group, Office Manager

Dated: 1/30/07

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff,

v.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant.

No. 06 - 2160 - CD

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on behalf of:
Defendant

Counsel of Record for
this party:

James A. Naddeo, Esq.
Pa I.D. 06820

&

Trudy G. Lumadue, Esq.
Pa I.D. 202049

NADDEO & LEWIS, LLC.
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830
(814) 765-1601

Dated: January 31, 2007

FILED *NOce*
2/10:31/07
JAN 31 2007 

William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff,

v.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant.

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No. 06 - 2160 - CD

CERTIFICATE OF SERVICE

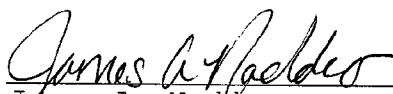
I, James A. Naddeo, Esquire, do hereby certify that a
certified copy of Answer, New Matter and Counterclaim was served
on the following and in the following manner on the 30th day of
January, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esq.
HANAK, GUIDO AND TALADAY
3 S. Brady Street, Suite 300
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

BALTAZAR L. CORCINO, M.D.,
Plaintiff

vs.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant

CIVIL ACTION - AT LAW

No. 06-2160-CD

Type of Pleading:
REPLY TO NEW
MATTER AND ANSWER
TO COUNTERCLAIM

Filed on Behalf of:
Plaintiff

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
3 S. Brady Street, Suite 300
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

JURY TRIAL DEMANDED

Dated: February 21, 2007

FILED *nrcc*
m110:4784
FEB 22 2007 *@*

William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,	:	
Plaintiff	:	
	:	
vs.	:	No. 06-2160-CD
	:	
CLEARFIELD PROFESSIONAL	:	
GROUP LTD,	:	
Defendant	:	

REPLY TO NEW MATTER

AND NOW, comes the Plaintiff, Baltazar L. Corcino, M.D., by and through his attorneys, Hanak, Guido and Taladay, and hereby replies to the New Matter of Defendant as follows:

17. Admitted in part and denied in part. It is admitted that the Agreement between the Plaintiff and the Defendant provided that Plaintiff was to receive 50% of all revenues generated and the remaining 50% were to be retained by the Group. This Agreement was not conditioned upon Plaintiff working any set number of hours in the office. By way of further answer, it is averred that Plaintiff's patient schedule was maintained and set by employees of the Defendant.

18. Denied. To the contrary, Plaintiff maintained reasonable and regular work hours, attended to all patient appointments scheduled by representatives of the Defendant, and in addition made house calls, hospital rounds, visits to nursing homes and boarding homes, and engaged in other revenue generating activities.

19. Denied. To the contrary, Defendant received the full benefit of its agreement with the Plaintiff in that the Defendant received 50% of all revenues generated by the Plaintiff in the course of his activities as described in paragraph 18 above. The Defendant suffered no loss, but rather was benefited to the extent of receiving 50% of Plaintiff's generated revenues.

20. Denied. To the contrary, Defendant sustained no loss.

21. Denied. Defendant has no right to withhold payment from Plaintiff, and is entitled to no damages and is not entitled to offset. Defendant's withholding of monies owed to Plaintiff is unjustified.

WHEREFORE, Plaintiff demands judgment in his favor.

ANSWER TO COUNTERCLAIM

Count I - Contract

22. Plaintiff incorporates paragraphs 1 through 16 of the Complaint and paragraphs 17 through 21 above as if set forth in full.

23. Denied as stated. It is admitted that the verbal agreement between the parties began on February 1, 2003 and extended to March 1, 2005. It is also admitted that record of the Agreement is set forth in corporate minutes. However, it is denied that the Agreement between the parties is the "50/50" deal as set forth in Defendant's New Matter. To the contrary, Plaintiff specifically denies the Defendant's

characterization of the agreement as set forth in paragraph 17 of Defendant's New Matter.

24. Denied. To the contrary, the agreement between the parties had no expressed or implied "work schedule".

25. Denied. The Plaintiff worked regular and sufficient office hours to conduct the patient appointments as scheduled by the Defendant and in addition continued to see patients in their homes, hospital, nursing homes, and boarding homes to the benefit of Defendants. By way of further answer, the Plaintiff denies that he in any way failed to work "regularly scheduled and agreed upon" hours.

26. Denied. Defendant specifically denies any agreement to work specific hours between February 1, 2003 and December 31, 2003.

27. Denied. There was no agreed upon hourly or revenue quota between the parties and Defendant's claims based on their "expectations" are baseless. Defendant has incurred no actionable loss.

28. Denied. It is denied that any monies are owing by Defendant to Plaintiff in that the agreement between the parties contain no express or implied quota for revenues to be generated by the Plaintiff.

29. Denied. To the contrary, the agreement between the parties had no express or implied provision regarding revenues to be generated by hospital admission. By way of further answer, Plaintiff, at all times relevant hereto, continued to maintain office hours sufficient to

conduct patient appointments as scheduled by the Defendant, and, when medically appropriate, would undertake hospital admissions of patients.

30. Denied. To the contrary, no money is due and owing by Plaintiff to Defendant resulting from "expected" hospital admissions.

31. Denied that the Defendant has made demand for payment. Admitted that Plaintiff refuses to make payment to Defendant in that no monies are due or owing.

WHEREFORE, Plaintiff demands judgment in his favor.

Count II - Unjust Enrichment

32. Plaintiff incorporates paragraphs 1 through 16 of his Complaint and paragraphs 17 through 31 above as if set forth in full.

33. Denied as more fully set forth in paragraph 18 above.

34. Denied. To the contrary, Defendant, pursuant to the agreement between the parties, agreed to accept 50% of Plaintiff's generated revenues in return for Plaintiff working out of Defendant's facilities. The provision of office facilities and support staff services associated with the physician's practice is a necessary and implied term of the agreement between the parties.

35. Denied as stated. It is admitted that Plaintiff was afforded the use of office space and related support services. It is denied that the agreement between the parties involved "regular scheduled hours" that Plaintiff was scheduled and expected to work. To the

contrary, the agreement between the parties provided for no set work schedule or fee quota by Plaintiff.

36. Denied. To the contrary, the Plaintiff, in accordance with the agreement, continued to keep all regularly scheduled office appointments as well as hospital rounds, house calls, nursing home and boarding home visits, all of which generated fees to which Defendant was entitled to 50%. By way of further answer, the Defendant and Plaintiff in Counterclaim raised no objection to the Plaintiff's work schedule or work habits until following his retirement.

37. Denied. To the contrary, Defendant was given full benefit of its agreement with the Plaintiff.

38. Denied. Defendant was in no way deprived of any expected bargain in that the agreement between the parties contained no express or implied revenue quota or work hours. Defendant has obtained the full benefit of its bargain with the Plaintiff.

39. Denied. The agreement between the parties had no express or implied provision that the Plaintiff would generate any minimum revenues or that Plaintiff would be responsible for any proportionate share of expenses in overhead. To the contrary, the Defendant has obtained full benefit of its agreement with Plaintiff and has wrongfully withheld monies from Plaintiff.

40. Admitted. By way of further answer, the provision of a complete and working doctor's office was part and parcel of the agreement between the parties.

41. Denied. The agreement between the parties did not contain any expressed or implied provision that the Defendant pay a particular "share" of overhead or office expenses. The Defendant has obtained full benefit of its contract with the Plaintiff.

42. Denied. To the contrary, the Plaintiff and Defendant entered into an agreement which was fully performed by the Plaintiff and which the Defendant has breached. The issue between the parties is a matter of contract law and equitable principles do not apply.

WHEREFORE, Plaintiff demands judgment in his favor.

A JURY TRIAL IS DEMANDED.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By 

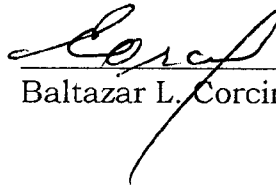
Matthew B. Taladay, Esq.
Attorney for Plaintiff

VERIFICATION

I, **Baltazar L. Corcino, M.D.**, hereby verify that the statements made in the REPLY TO NEW MATTER and ANSWER TO COUNTERCLAIM are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to the authorities.

02-20-07

(Date)



Baltazar L. Corcino, M.D.

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff

vs.

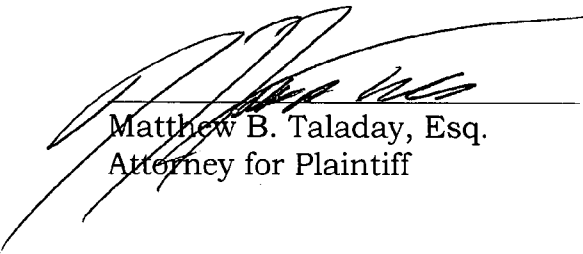
No. 06-2160-CD

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of February, 2007, a
true and correct copy of the foregoing Reply to New Matter and Answer to
Counterclaim was mailed, postage prepaid, to:

James A. Naddeo, Esq.
Attorney for Defendant
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830



Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNSYLVANIA

BALTAZAR L. CORCINO, M.D.,
Plaintiff

vs.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant

CIVIL ACTION - AT LAW

No. 06-2160-CD

Type of Pleading:
NOTICE OF
SERVICE

Filed on Behalf of:
Plaintiff

Counsel of Record for This
Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
3 S. Brady Street, Suite 300
P.O. Box 487
DuBois, PA 15801
(814) 371-7768

JURY TRIAL DEMANDED

Dated: March 8, 2007

FILED NO cc
10/102381
MAR 09 2007 LM

William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff

vs.

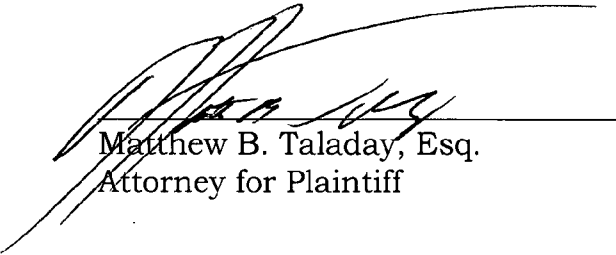
CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant

No. 06-2160-CD

NOTICE OF SERVICE

I, Matthew B. Taladay, of Hanak, Guido and Taladay, being counsel of record for Plaintiff, do hereby certify that I propounded on Defendant, via United States mail, first class, postage pre-paid, this 8th day of March, 2007, Plaintiff's FIRST SET OF DISCOVERY MATERIALS to the below indicated person, at said address, being counsel of record for the Plaintiff:

James A. Naddeo, Esq.
Attorney for Defendant
207 E. Market Street
P.O. Box 552
Clearfield, PA 16830



Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102297
NO: 06-2160-CD
SERVICE # 1 OF 1
COMPLAINT

PLAINTIFF: BALTAZAR L. CORCINO M.D.
vs.
DEFENDANT: CLEARFIELD PROFESSIONAL GROUP LTD.

SHERIFF RETURN

NOW, January 10, 2007 AT 2:25 PM SERVED THE WITHIN COMPLAINT ON CLEARFIELD PROFESSIONAL GROUP LTD. DEFENDANT AT 820 TURNPIKE AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRUNO ROMEO, M.D., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	HANAK	15287	10.00
SHERIFF HAWKINS	HANAK	15287	20.39

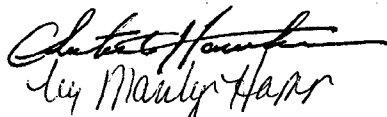
FILED
9:55 am
MAR 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

William A. Shaw
Prothonotary/Clerk of Courts

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

BALTAZAR L. CORCINO, M.D.,
Plaintiff,

v.

CLEARFIELD PROFESSIONAL
GROUP LTD,
Defendant.

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No. 06 - 2160 - CD

CERTIFICATE OF SERVICE

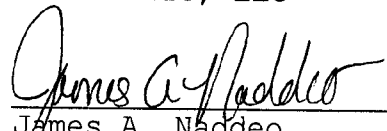
I, James A. Naddeo, Esquire, do hereby certify that a true and correct copy of Answer to Interrogatories and Request for Production of Documents was served on the following and in the following manner on the 18th day of April, 2007:

First-Class Mail, Postage Prepaid

Matthew B. Taladay, Esq.
HANAK, GUIDO AND TALADAY
3 S. Brady Street, Suite 300
P.O. Box 487
DuBois, PA 15801

NADDEO & LEWIS, LLC

By:


James A. Naddeo
Attorney for Defendant

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

BALTAZAR L. CORCINO, M.D.
Plaintiff,

vs.

CLEARFIELD PROFESSIONAL
GROUP

Defendant.

No. 06-2160-CD

Type of Case: Civil Action

Type of Pleading: Joint Praecipe to Settle
and Discontinue

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

Matthew B. Taladay, Esquire
Supreme Court No. 49663
Hanak, Guido & Taladay
3 South Brady St., Suite 300
P.O. Box 487
DuBois, PA 15801
Phone: (814) 371-7768

Other Counsel of Record:

James A. Naddeo, Esquire
Supreme Court No. 06820
207 East Market Street
P.O. Box 552
Clearfield, PA 16830
Phone: (814) 765-1601

FILED 3CC

010218
MAR 17 2009

4 Certificates
of Disc to

William A. Shaw
Prothonotary/Clerk of Courts

Atty. Seeghne

(60)

CERTIFICATE OF SERVICE

AND NOW, I do hereby certify that on March 17, 2007, I caused a true and correct copy of JOINT PRAECIPE TO SETTLE AND DISCONTINUE, to be served on the following and in the manner indicated below:

By United States Mail, First Class, Postage Prepaid
Addressed as Follows:

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

Date: March 17, 2009

Matthew B. Taladay, Esquire
Attorney for Baltazar L. Corcino, M.D.

By: 

John Sughrue, Esquire

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

Copy

CIVIL DIVISION

Baltazar L. Corcino MD

Vs.

No. 2006-02160-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 17, 2009, marked:

Settled, Discontinued, and Terminated with Prejudice

Record costs in the sum of \$85.00 have been paid in full by Matthew B. Taladay, Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 17th day of March A.D. 2009.



William A. Shaw, Prothonotary