

JAMES R. CAPUTO, M.D., P.C. d/b/a THE  
GOOD LIFE CENTRE FOR WOMEN,

Plaintiffs,

**VERIFIED COMPLAINT**

Index No.

vs.

JEFFREY B. CHICK, M.D., P.C. JEFFREY B.  
CHICK, M.D., JEFFREY CHICK, PAMELA C,  
BARBARA K, and KANDYCE W

Defendants.

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Plaintiff, James R. Caputo, M.D., P.C. d/b/a The Good Life Centre for Women, through its attorneys, Smith, Sovik, Kendrick & Sugnet, P.C. as and for its Complaint against the defendants allege as follows:

1. Plaintiff, James R. Caputo, M.D., P.C. d/b/a The Good Life Centre for Women, ("Plaintiff) is a professional services corporation existing under the laws of the State of New York, with an office for the transaction of business located at 739 Irving Avenue, Suite 300, Syracuse, New York, 13210.
2. James R. Caputo, M.D. is a natural person who resides at -----, Manlius, New York, and is the sole shareholder of Plaintiff and a physician licensed to practice medicine in the State of New York.
3. Upon information and belief, defendant Jeffrey B. Chick, M.D., P.C. is a professional services corporation existing under the laws of the State of New York, with offices for the transaction of business at ----- Oneida, New York and the Cicero Health Center, Suite 2, 5586 Legionnaire Drive, Cicero, New York 13090.
4. Upon information and belief, defendant Jeffrey B. Chick, M.D. and Jeffrey Chick is a natural person who resides at -----, Oneida, New York.

5. Upon information and belief, defendant Pamela C is a natural person who resides at -----, Pennellville, N.Y. She was employed by the plaintiff up to 12/06 as a radiology technician and in an office managerial capacity.

6. Upon information and belief, Barbara K, RN is a natural person who resides at -----, East Syracuse, NY 13057. She was employed by the plaintiff up to 12/06 in the billing department of the office.

7. Upon information and belief, Kandyce W is a natural person who resides at -----, Baldwinsville, NY 13027. She was hired as a receptionist and was employed by plaintiff from 10/05 up to 12/06.

8. In early 2000, Dr. Caputo and Dr. Chick discussed practicing obstetrics and gynecology together in a practice that would eventually be named The Good Life Centre for Women.

9. The doctors agreed that Dr. Caputo would initially be an employee of Dr. Chick's professional corporation, with the intent being that Dr. Chick would transition the practice over to Dr. Caputo and retire.

10. In or about March of 2000, Dr. Caputo entered into a Memorandum of Understanding (the "Agreement") with Defendants, a copy of which is attached as Exhibit A.

11. The Agreement provided that during the first eighteen months of employment, Dr. Caputo would be an employee of the P.C.

12. Commencing July 1, 2001, Dr. Caputo entered into "Stage II" of the Agreement, whereby he purchased the practice from Dr. Chick.

13. The purchase was structured such that Dr. Chick would receive a total of \$680,096.60. The purchase price included the hard assets of the corporation (estimated to be valued at \$7,000), the accounts receivable (valued at \$145,068.22) and goodwill.

14. Pursuant to Dr. Chick's express contractual agreement, payment for the practice was

structured as a Supplemental Retirement Benefit Plan and made in monthly installments over the course of five years.

15. The final installment was due in December of 2006.

16. Dr. Chick continued on as an employee of the plaintiff but nonetheless, was paid a total of \$673,096.60 for the purchase of the practice.

17. This sum was paid over and above the wages and benefits Plaintiff paid Dr. Chick while he continued to work for Plaintiff.

18. Following the purchase of the practice and while Dr. Chick was an employee of the Plaintiff, Dr. Chick offered to and continued to play a role in administering the practice upon the request of Dr. Caputo.

19. Dr. Chick was allowed to remain a signatory on the bank accounts and Plaintiff delegated authority to Dr. Chick for day-to-day administrative activities, including, but not necessarily limited to, ordering supplies and paying invoices.

20. Dr. Chick was paid an additional \$100 per week for these administrative services.

21. These administrative duties were accomplished with the assistance of Plaintiff's office manager, Pamela C, who had been a former employee of Dr. Chick prior to Plaintiff's purchase of the practice.

22. The "Agreement" (Exhibit "A") contains the following non-solicitation provision:

**"Section D. Additional Provisions.**

1. Non-Solicitation

(a) During the term of his employment, and for a period of two (2) years following Chick's termination of employment with the Corporation, Chick agrees that he will not directly or indirectly solicit any person who is or was a patient of the Corporation or of his medical practice prior to incorporation.

(b) Chick further agrees that during the term of his employment and for a period of two (2) years following termination of his

employment he will not, in any manner, whether directly or indirectly (including, but not limited to, by way of general advertisement), seek to persuade any employee of the Corporation to discontinue their employment or relationship with the Corporation in order to become employed or related in any business activity similar to or competitive with the business of the Corporation, nor will Chick solicit or retain any such person for such purpose."

23. Section D. 1 .(c)(i) of the Agreement further provides that Plaintiff, in its sole discretion, has the option to seek liquidated damages in the amount of \$150,000.00 in the event that Dr. Chick breached the non-solicitation provisions.

24. Upon information and belief, sometime during the Fall of 2006, without notice to or approval from the Plaintiff, Dr. Chick made the decision to sever his employment relationship with Plaintiff and open a competing practice.

25. In direct contravention of the terms of the Agreement, Dr. Chick began soliciting Plaintiffs employee's for his new practice.

26. On 12/7/06 Dr. Caputo was approached by his Nurse Practitioner, who revealed to him for the first time that Dr. Chick had ushered her and numerous others into his office and behind closed door led them to believe that the practice was bankrupt,, that there would be no funds at the end of 2006 to meet payroll, that Dr. Caputo had failed to pay him the requisite funds as part of the practice buy out, that he was going to leave the practice and was going to open his own separate competing practice; that he had already rented a van planning to remove office equipment on New Year's Day while the office was closed for the holiday, and that once the desired staff came to work for him then he would pay them the back pay that Dr. Caputo would not be able to meet.

27. By way of the setting utilized, the language utilized and the timing of delivery, Dr. Chick was soliciting these employees to join him in his intended new medical practice.

28. Upon information and belief, in conspiracy with Dr. Chick and secrecy from the Plaintiff, Pamela C, Barbara K and Kandyce W agreed amongst themselves to remain in

plaintiff employ for the remainder of 2006 and to leave said employ without warning or notice and take employment with Dr. Chick after participating in concerted efforts to sabotage the financial stability of the plaintiff medical practice.

29. Dr. Caputo on December 7, 2006 arranged to and had all locks at the plaintiff medical practice offices changed. In addition on 12/11/06 he ordered Dr. Chick and Pamela C to turn over to him all check books and financial records.

30. Dr. Caputo, on December 12, 2006, terminated the employment of Kandyce W after she admitted to shifting Dr. Chick's December patient appointments to January at his new office and keeping a separate scheduling book to do so. This was after she was asked and denied such activities one week earlier.

31. Dr. Caputo on December 13, 2006, in the wake of the Kandyce W firing, gathered all staff including defendants Pamela C, and Barbara K and Kandyce W together at the office and specifically informed them of the ongoing issues between him and Dr. Chick and that all the equipment, records, computer data, patient lists and patient charts and patients belong to and were assets of the plaintiff medical practice. Dr. Caputo informed all said staff that they were not to take, copy or convert to themselves or for others any said assets. Dr. Caputo informed them it would be illegal and actionable were they do to otherwise and that they as employees were obligated to a present and continuing duty of loyalty to the plaintiff medical practice.

32. In addition and at said staff meeting, Dr. Caputo informed all employees that Dr. Chick was contractually prevented from directly or indirectly soliciting patients or employees for another competitive medical practice.

33. On December 11, 2006, Dr. Chick and Ms. C gave Dr. Caputo a box of blank checks, the ledger, all payroll materials, bank statements and a stack of bills that were already stuffed in their envelopes with the checks written and ready to be mailed. Post-it notes were attached to each envelope, showing the amount being paid.

34. Ms. C said that she had held off on mailing the payments until further accounts receivable had been collected.

35. The check book ledger showed a negative balance (reflecting the written but not sent checks) but Ms. C told Dr. Caputo that the true balance was actually the sum of the negative balance plus the amount of the checks that had not yet been mailed.

36. A copy of the last two pages of the check book ledger, showing checks numbered 4518 to 4530, is attached as Exhibit B.

37. Unbeknownst to Dr. Caputo, Dr. Chick and Ms. C improperly kept and converted a later book of checks, numbered 4730 to 4750, which was two hundred checks later than the current checks being used (i.e., checks in the 4500 range) and paid a number of bills and did not record them in the checkbook ledger. A copy of (i) checks numbered 4721 to 4728, all dated December 8, 2006, (ii) a printout from Key Bank Online Banking showing that checks numbered 4721 to 4729 cleared between December 13 and December 19, 2006, and (iii) the Key Bank Stop Payment Confirmation stating that the checks were stolen, are attached as Exhibit C.

38. Check Number 4722, was for Dr. Chick's 2007 medical malpractice premium in the amount of \$6,136.00 paid to Medical Liability Mutual Insurance Company.

39. This payment was for coverage during the quarter from January 1, 2007 to March 31, 2007, made by Dr. Chick notwithstanding that he fully knew that he would no longer be employed by Plaintiff during that period of time.

40. Similarly, in November and December of 2006 Dr. Chick and Pamela C caused checks to be written for Dr. Chick's 2007 ACOG and CNY OB-GYN Society dues.

41. As of December 18, 2006, the day before payroll was submitted, the balance in the checking account, which was checked online by Dr. Caputo, was just over \$ 24,000.

42. On December 19, 2006, payroll was entered totaling approximately \$22,300.

43. Later that day, Dr. Caputo went online to transact business and found the balance to be only \$6,000, with another \$6,000 from the previous day's deposit logged but not yet had cleared.

44. This reduced balance was due to the unrecorded checks having cleared.

45. Upon information and belief, Dr. Chick while still an employee of the plaintiff, solicited Pamela C, Barbara K and Kandyce W while they were still employees of the plaintiff, to accept employment in Dr. Chick's competing medical practice.

46. Upon information and belief, Pamela C, Barbara K and Kandyce W, while still employees of the plaintiff, agreed to and accepted employment position in Dr. Chick's competing medical practice and work in that very capacity to date.

47. Upon information and belief, prior to the end of 2006 these defendants individually and collectively engaged in a concerted course of illegal, improper and tortious action designed to completely destabilize the capacity of the plaintiff medical practice both functionally and financially.

48. Upon information and belief, the purpose and intention behind the action of these defendants was to bankrupt the plaintiff medical practice and take over all of its assets including but not limited to patient base, goodwill, equipment and most importantly select employees in order to avoid penalty for solicitation.

49. The illegal, improper, tortious actions of these defendants include but is not limited to:

- utilizing plaintiff's medical practice business time and equipment to set up a new competing medical practice;
- downloading and printing out proprietary patient demographic data (also known as a patient list), removing the same from the premises of the plaintiff medical practice, lying about said actions upon confrontation and doing so after the

December 13, 2006 staff meeting;

- spreading innuendo and false information among staff throughout the year to cause them to believe that there were and would continue to be, insufficient funds to make payroll;
- Altering Dr. Chick's payroll without authorization for funds above and beyond agreed upon salaries;
- writing and cashing checks for personal matters unrelated to legitimate matters of employment or business;
- writing checks for Dr. Chick's 2007 medical malpractice premium when he never intended to remain in plaintiff's employ for said year;
- retaining and converting to personal and improper use of plaintiff medical practice, an out of order collection of business checks;
- executing and sending out without authority a substantial number of these illegally retained and converted, out of order, business checks in November and December of 2006 and intentionally and recklessly not posting them on the business ledger such that plaintiff did not know said funds were expended, all of the purpose of putting plaintiff's business in an insolvent financially destabilized position, unable to meet payroll or other financial obligations;
- directing the plaintiff's business accountant to improperly pay salary amounts to defendants in excess of what had been agreed upon and to improperly debit to Dr. Caputo overhead expenses which should have been attributed to Dr. Chick;
- intentionally cancelling duly scheduled surgical procedures booked for Dr. Chick to perform in late 2006 and re-scheduling said procedures for 2007 at Dr. Chick's competing practice and doing so during plaintiff business hours with plaintiff business equipment;



- utilizing plaintiff business equipment and computers on company time to completely set up Dr. Chick's new competing medical practice; including but not limited to obtaining a new federal ID, to procure equipment and to credential Dr. Chick with third party payors;
- failing to pay ordinary and necessary plaintiff business expenses;
- utilizing plaintiff business funds to pay for supplies that were not necessary to the ordinary course of the plaintiff practice;
- utilizing plaintiff business funds to pay for goods and supplies which were converted to, or were intended to be converted to, Dr. Chick's competing medical practice;
- procuring a cell phone and separate cell number for Pamela C so that she could use practice time to set up Dr. Chick's new competing practice without leaving evidence of the same via messages on the practice phone system.
- conveying false information to the post office and to the plaintiff answering service conveying the impression that the plaintiff medical practice was closing and that all correspondence and calls should be directed to Dr. Chick's competing practice.

50. Dr. Chick has additionally, unlawfully, and repeatedly solicited many of Plaintiff's other employees, including, but not necessarily limited to the Plaintiffs Nurse Practitioner; E.H., Plaintiffs ultrasound technologist; and B.R., LPN, Plaintiffs nurse, to join his new competing practice.

51. Dr. Chick has also unlawfully solicited Plaintiffs patients and has appropriated Plaintiffs proprietary information.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS**

**[Replevin]**

52. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1"

through "49" as though each were fully set forth at length herein.

53. Plaintiffs client lists, file materials and property contain confidential and proprietary information.

54. Plaintiff's client list, file materials and property contain confidential information developed by Plaintiff at great expense of time, money and effort. Such information is not generally known and constitutes the very basis of Plaintiff's ability to conduct its business.

55. In the course of their employment and in furtherance thereof, defendants were given access to the aforesaid confidential documents and proprietary information.

56. Defendants knew and understood that the aforesaid documents, information and property were confidential and were valuable assets of Plaintiff's business.

57. Upon information and belief, Defendants illegally and improperly have Plaintiffs confidential and proprietary information in their possession and/or control, and have been using the same to forward and promote Dr. Chick's competing medical practice.

58. By reason of the foregoing, Plaintiff is entitled to recover immediate possession of the chattels wrongfully removed by Defendants.

59. The aforesaid documents, lists and property are unique chattels and, if Plaintiff is unable to recover possession of same and all copies thereof, it will sustain permanent and irreparable damage for which it lacks an adequate remedy at law.

60. Plaintiff therefore demands that judgment be entered awarding Plaintiff possession of all client lists, copies and reproductions thereof and all computer media and other chattels containing Plaintiffs confidential and proprietary information.

**AS AND FOR A SECOND CAUSE OF ACTION  
AGAINST DEFENDANTS**

**[Unfair Competition]**

61. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1"

through "58" as though each were fully set forth at length herein.

62. Plaintiff has been damaged as a result of Defendants misappropriation of Plaintiff s confidential and proprietary information, and unfair competition.

63. Plaintiff therefore demands that judgment be entered against Defendants in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A THIRD CAUSE OF ACTION  
AGAINST DEFENDANTS**

**[Liquidated Damages]**

64. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "61" as though each were fully set forth at length herein.

65. Dr. Chick in his individual, medical and corporate capacity, repeatedly, knowingly and unlawfully solicited Plaintiffs employees in violation of the "Agreement".

66. The "Agreement" provides for Liquidated Damages in the agreed upon sum of \$150,000 in the event that Dr. Chick solicits Plaintiffs employees.

67. Plaintiff therefore demands that judgment be entered against Defendant P.C., Jeffrey B. Chick, M.D. and Jeffrey B. Chick in an amount equal to \$150,000, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A FOURTH CAUSE OF ACTION  
AGAINST DEFENDANT P.C. AND DR. CHICK**

**[Liquidated Damages]**

68. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "65" as though each were fully set forth at length herein.

69. Dr. Chick in his individual, medical and corporate capacity repeatedly, knowingly and unlawfully solicited Plaintiffs patients and stole patient lists in violation of the "Agreement".

70. The "Agreement" provides for Liquidated Damages in the agreed upon sum of \$150,000 in the event that Dr. Chick solicits Plaintiffs patients.

71. Plaintiff therefore demands that judgment be entered against Defendant P.C. and Jeffrey B. Chick, M.D. and Jeffrey B. Chick in an amount equal to \$150,000, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A FIFTH CAUSE OF ACTION  
AGAINST DEFENDANT P.C. JEFFREY B. CHICK, M.D.  
AND JEFFREY B. CHICK**

**[Breach of Contract]**

72. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "69" as though each were fully set forth at length herein.

73. Dr. Caputo substantially performed all of the conditions of the "Agreement" to be performed on his part.

74. Defendant has failed to perform all of the conditions of the "Agreement" to be performed on its part; to wit: he failed to retire from the practice of medicine and instead opened a competing practice notwithstanding the substantial payment made to Dr. Chick in accordance with the contractual agreement to retire (and therefore not compete with the practice) as provided by the "Agreement".

75. Defendants further violated the implied duty of good faith and fair dealing that exists as a legally enforceable obligation in every contract when, through their unlawful actions, impairing, damaging and diminishing the value of the medical practice goodwill.

76. Plaintiff has suffered damages in an amount no less than \$673,096.60.

77. Plaintiff therefore demands that judgment be entered against Defendant P.C. and Dr. Chick in an amount no less than \$673,096.60, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST DEFENDANTS**

**[Fraud]**

78. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "75" as though each were fully set forth at length herein.

79. Defendants, in turning over the financial records, checkbook and ledger to Dr. Caputo falsely represented the amount of money in the account.

80. This false representation was made knowingly and with the intent to cause damage to Plaintiff.

81. Plaintiff justifiably relied upon the amount stated in the ledger in making financial decisions and paying bills of the practice.

82. As a result, Plaintiff suffered financial damages.

83. Plaintiff therefore demands that judgment be entered against Defendants in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A SEVENTH CAUSE OF ACTION AGAINST DEFENDANT**

**[Breach of Fiduciary Duty]**

84. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "81" as though each were fully set forth at length herein.

85. Defendants owed Plaintiff fiduciary duties during their time of employment by virtue of being an employee of Plaintiff

86. These fiduciary duties were heightened by the positions of trust that Plaintiff entrusted them to perform.

87. Defendants breached their fiduciary duties when they: (i) diverted money from the practice to pay personal expenses; (ii) concocted a scheme to financially cripple the practice by hiding unpaid checks; (iii) removed an unauthorized additional \$6,000.00 every two weeks in payroll for most of 2006; (iv) failing to pay ordinary and necessary plaintiff business expenses (v) usurped Plaintiffs business opportunities, inappropriately and without authorization; (vi) used Plaintiffs equipment and assets; (vii) and were generally disloyal in their conduct while still an employee of Plaintiff.

88. Plaintiff therefore demands that judgment be entered against Defendants in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A EIGHTH CAUSE OF ACTION  
AGAINST DEFENDANT P.C. AND DR. CHICK  
[Conversion]**

89. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "86" as though each were fully set forth at length herein.

90. Dr. Chick impermissibly used his position of trust and responsibility as an authorized signatory on Plaintiffs checking account to pay personal bills and invoices for goods and

services that were not in the ordinary course of Plaintiff s business, including, but not limited to, Dr. Chick's 2007 First Quarter professional liability insurance premium in the amount of \$6,136.00, as well as ACOG and CNY OB-GYN Society dues.

91. These payments were intentionally made from Plaintiffs assets without authority or justification.

92. Upon information and belief, Dr. Chick further instructed Plaintiffs accountant to reimburse personal expenses that were not incurred in the ordinary course of Plaintiff s business.

93. Upon information and belief, Dr. Chick also instructed Plaintiffs accountant to allocate practice expenses in a manner that was inconsistent with the cost-sharing arrangement between Drs. Caputo and Chick, resulting in Dr. Caputo paying a greater share of expenses than for which he was liable. In addition, Dr. Chick converted Plaintiff s confidential, proprietary and business records to his own possession and use without justification or authority.

94. There was an unauthorized alteration of payroll resulting in Dr. Chick taking an additional \$6,000 every two weeks which crippled the day to day cash flow for the practice and resulted in Dr. Caputo not receiving his own payroll five separate times during 2006.

95. Plaintiff therefore demands that judgment be entered against these Defendants in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A NINTH CAUSE OF ACTION AGAINST DEFENDANTS**

**[Prima Facie Tort]**

96. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "90" as though each were fully set forth at length herein.

97. Defendants, without justification and solely to harm Plaintiff, concocted a scheme designed to financially cripple Plaintiff and cause Plaintiff to default on expenses, including, but

not necessarily limited to, payroll expenses, equipment leases, office lease, past due bills as well as take equipment and fixtures to which Defendants had no legal right.

98. Plaintiff incurred direct and consequential expenses in thwarting this scheme.

99. This scheme was a substantial factor in causing financial harm to Plaintiff.

100. Plaintiff therefore demands that judgment be entered against Defendants in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

**AS AND FOR A TENTH CAUSE OF ACTION AGAINST DEFENDANTS**

**[Punitive Damages]**

101. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "95" as though each were fully set forth at length herein.

102. Defendants conduct has demonstrated a high degree of moral turpitude and wanton dishonesty as to imply a criminal indifference to Defendants' civil obligations.

103. Defendants' actions, as they involved outside parties such as staff and patients, could be said to be directed at the public generally such that exemplary damages are indicated.

104. Plaintiff therefore demands that judgment be entered against Defendants for punitive damages in an amount to be determined by the Court.

**WHEREFORE**, the plaintiff, James R. Caputo, M.D., P.C., d/b/a The Good Life Centre for Women demands that judgment be entered as follows:

- a. On the First Cause of Action: against defendants, jointly and severally, judgment awarding Plaintiff possession of all client lists, copies and reproductions thereof and all computer media and other chattels containing Plaintiffs confidential and proprietary information.
- b. On the Second Cause of Action: against defendants, jointly and severally, judgment in an amount to be determined prior to the trial of this action, together



with interest thereon at the statutory rate of nine percent (9%) per annum.

- c. On the Third Cause of Action: against defendants, Jeffrey B. Chick, M.D., P.C., Jeffrey B. Chick, M.D., and Jeffrey B. Chick jointly and severally, judgment in an amount equal to \$150,000.00, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- d. On the Fourth Cause of Action: against defendants, Jeffrey B. Chick, M.D., P.C., Jeffrey B. Chick, M.D. and Jeffrey B. Chick jointly and severally, judgment in an amount equal to \$150,000.00, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- e. On the Fifth Cause of Action: against defendants, Jeffrey B. Chick, M.D., P.C., Jeffrey B. Chick, M.D. and Jeffrey B. Chick, jointly and severally, judgment in an amount equal to \$680,096.60, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- f. On the Sixth Cause of Action: against defendants, jointly and severally, judgment in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- g. On the Seventh Cause of Action: against defendants, jointly and severally, judgment in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- h. On the Eighth Cause of Action: against defendants, Jeffrey B. Chick, M.D., P.C., Jeffrey B. Chick, M.D. and Jeffrey B. Chick, jointly and severally, judgment

in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.

- i. On the Ninth Cause of Action: against defendants, jointly and severally, judgment in an amount to be determined prior to the trial of this action, together with interest thereon at the statutory rate of nine percent (9%) per annum.
- j. On the Tenth Cause of Action: against defendants, jointly and severally, punitive damages in an amount to be determined by the Court.
- k. For such other and further relief as to the Court seem just and proper.

Yours, etc.,

SMITH, SOVIK,  
KENDRICK & SUGNET, P.C.

By: \_\_\_\_\_  
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STATE OF NEW YORK     )  
COUNTY OF ONONDAGA    ) ss:

JAMES R. CAPUTO, M.D., being duly sworn, deposes and says that deponent is the sole owner of James R. Caputo, M.D., P.C., d/b/a THE GOOD LIFE CENTRE FOR WOMEN, the plaintiff in the within action; that deponent has read the foregoing Complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true.

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James R. Caputo, M.D.,  
d/b/a THE GOOD LIFE CENTRE FOR WOMEN

Sworn to before me this  
day of April, 2007

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Notary Public