

STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF ERIE

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GREGORY R. BALL, M.D.  
10 Hearthstone Terrace  
Orchard Park, New York 14127

Plaintiff designates Erie County  
as the place of trial.

Plaintiff,

**SUMMONS**

v.

The basis of venue is Plaintiff's  
residence.

SOUTHTOWNS RADIOLOGY ASSOCIATES, LLC  
3040 Amsdel Road  
Hamburg, New York 14075,

PINNACLE IMAGING, INC.  
3040 Amsdel Road  
Hamburg, New York 14075

SRA MEDICAL IMAGING LLC  
3040 Amsdel Road  
Hamburg, New York 14075

CHARLES J. CHUNG  
489 Shetland Drive  
Amherst, New York 14221

AYMAN GHONIEM  
4370 Westwood Drive  
Clarence, New York 14221

GERALD J. JOYCE  
777 Grover Road  
East Aurora, New York 14052

KEITH C. KAPLAN  
5677 Glenn Brook Court  
Clarence Center, New York 14032

TRAVIS A. MASTROINNI  
58 Deer Run  
Orchard Park, New York 14127

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**ZEESHAN M. QURESHI**  
66 Ashdale Circle  
Buffalo, New York 14228

**MAHMOUD ZAHRA**  
5489 Pine Loch Lane  
Buffalo, New York 14221

**ASHA ZIEMBIEC**  
9 Creekview Court  
East Aurora, New York 14052

**REZOLUT, LLC**  
3040 Amsdel Road  
Hamburg, New York 14075

**REZOLUT IMAGING MANAGEMENT of  
WETERN NEW YORK, LLC**  
3040 Amsdel Road  
Hamburg, New York 14075

**EPSTEIN BECKER & GREEN P.C.**  
875 3<sup>rd</sup> Avenue  
New York, New York 10022

**ANJANA PATEL, ESQ.**  
875 3<sup>rd</sup> Avenue  
New York, New York 10022

Defendants.

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**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Buffalo, New York  
February 24, 2025

GROSS SHUMAN P.C.

By Kevin R. Lelonek  
David H. Elibol  
Kevin R. Lelonek  
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STATE OF NEW YORK  
SUPREME COURT                      COUNTY OF ERIE

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GREGORY R. BALL, M.D.,

Plaintiff,

v.

**COMPLAINT**

SOUTHTOWNS RADIOLOGY ASSOCIATES, LLC,  
PINNACLE IMAGING, INC.,  
SRA MEDICAL IMAGING LLC  
CHARLES J. CHUNG,  
AYMAN GHONIEM,  
GERALD J. JOYCE  
KEITH C. KAPLAN,  
TRAVIS A. MASTROINNI,  
ZEESHAN M. QURESHI,  
MAHMOUD ZAHRA,  
ASHA ZIEMBIEC,  
REZOLUT, LLC,  
REZOLUT IMAGING MANAGEMENT of WETERN  
NEW YORK, LLC,  
EPSTEIN BECKER & GREEN P.C., and  
ANJANA PATEL, ESQ.

Defendants.

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**PARTIES**

1. Plaintiff, GREGORY R. BALL, M.D., (“Dr. Ball”) is a resident of Erie County, New York.
2. Defendant, SOUTHTOWNS RADIOLOGY ASSOCIATES, LLC (“SRA”) is and was a domestic limited liability company with offices for the transaction of business in Erie County, New York.

3. Defendant, PINNACLE IMAGING INC. (“Pinnacle”) is and was a domestic corporation with offices for the transaction of business in Erie County, New York.

4. Defendant, SRA MEDICAL IMAGING LLC (“SRA Medical”) is and was a domestic limited liability company with offices for the transaction of business in Erie County, New York.

5. SRA, Pinnacle, and SRA Medical are collectively referred to as the “Companies”.

6. At all relevant times Defendant, CHARLES J. CHUNG, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

7. At all relevant times Defendant, AYMAN GHONIEM, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

8. At all relevant times Defendant, GERALD JOYCE, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

9. At all relevant times Defendant, KEITH C. KAPLAN, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York

10. At all relevant times Defendant, TRAVIS A. MASTROINNI, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

11. At all relevant times Defendant, ZEESHAN M. QURESHI, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

12. At all relevant times Defendant, MAHMOUD ZAHRA, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

13. At all relevant times Defendant, ASHA ZIEMBIEC, is and was a member of SRA and shareholder of Pinnacle, with a business address in Erie County, New York.

14. Defendants Chung, Ghoniem, Joyce, Kaplan, Mastroinni, Zahra, Ziembiec and Qureshi are collectively referred to as the “Partners”.

15. Defendant, REZOLUT, LLC, (“Rezolut”) is a foreign limited liability company with offices for the transaction of business in Erie County.

16. Defendant, REZOLUT IMAGING MANAGEMENT OF WESTERN NEW YORK, LLC, (“Rezolut WNY”) is and was a foreign limited liability company with offices for the transaction of business in Erie County, New York.

17. Upon information and belief, Defendant EPSTEIN BECKER GREEN P.C. (“Epstein Becker Green”) is and was a domestic professional corporation with offices for the transaction of business in New York County, New York.

18. Upon information belief, at all times herein mentioned, Defendant ANJANA PATEL, ESQ. (“Patel”) was and still is and attorney at law, licensed to practice in the State of New York and a member of the law firm of EPSTEIN BECKER GREEN P.C.

**OVERVIEW**

19. This lawsuit arises from Defendants’ improper and unlawful redemption of Plaintiff’s ownership interests in SRA and Pinnacle on the eve of the sale of SRA and Pinnacle to Rezolut for the sum of approximately \$20,000,000.

**FACTUAL BACKGROUND**

**Dr. Ball’s history with SRA and Pinnacle.**

20. Dr. Ball is a Medical Doctor, duly licensed to practice radiology in the State of New York.

21. SRA is and was a medical services provider that offers imaging, screening, and diagnostic services to patients.

22. In or about July of 2017, Dr. Ball joined SRA as an associate.

23. In or about September 2020, Dr. Ball became a member of SRA.

24. In or about September 2020, Dr. Ball became a shareholder of Pinnacle.

25. In connection with his ownership interests in SRA and Pinnacle, Dr. Ball was also employed by SRA as a radiologist.

**SRA and Pinnacle explore a possible sale.**

26. Upon information and belief, beginning in 2021 or 2022, SRA and Pinnacle began testing the market for a possible sale of the companies.

27. Upon information and belief, thereafter, Defendant Rezolut, SRA, and Pinnacle began exploring a potential deal.

28. Dan Strauch, the CFO of SRA, and Dr. Qureshi handled the discussions on behalf of SRA and Pinnacle.

29. In or about January 2023, Rezolut advised SRA and Pinnacle that it no longer had the funding for a purchase.

30. In the summer of 2023, Rezolut restarted purchase discussions with SRA and Pinnacle.

31. Dr. Qureshi continued negotiations with Rezolut, but did not share information with the Partners or Dr. Ball about the material terms he was discussing with Rezolut.

**Dr. Qureshi presents the terms of a sale to Rezolut.**

32. Upon information and belief, in or around October 2023, Dr. Qureshi first shared the deal he negotiated with Rezolut (the “Sale”) with the Partners and with Dr. Ball.

33. SRA and Pinnacle, together with their lawyers, Defendant Epstein Becker Green, made a presentation to the Partners and Dr. Ball explaining the terms of the Sale.

34. Dr. Qureshi presented the Sale, demanding immediate approval of the same by representing that Rezolut’s funding would disappear again if the deal as presently structured was not immediately approved by the Partners and Dr. Ball.

35. Dr. Ball expressed his concerns with the way the deal was negotiated, the lack of communication from Dr. Qureshi to the other members during his discussions with Rezolut, and the terms of the proposed deal.

36. During this meeting, draft transaction documents were circulated amongst the partners.

37. These draft documents contemplated that Dr. Ball would receive a portion of the proceeds of the Sale.

38. Dr. Ball advised Dr. Qureshi and the Partners that he opposed the Sale.

39. Dr. Ball requested more time to review the terms of the Sale than was offered by Dr. Qureshi and the other Partners.

40. Dr. Ball explained that did not agree with one or more terms of the Sale as proposed.

41. Although Dr. Ball voted against the Sale as proposed, as a member of SRA he was entitled to share in the proceeds nevertheless.



42. Although Dr. Ball voted against the Sale as proposed, as a shareholder of Pinnacle, he was entitled to share in the proceeds.

**The Partners pressure and threaten Dr. Ball.**

43. In response to Dr. Ball's vote against the Sale as proposed, the Partners undertook a campaign of intimidation, coercion, and fraud to procure his ownership interests in the Companies and to exclude him in sharing in the proceeds of the Sale.

44. One of Dr. Ball's objections was to the short time frame to review and accept the terms of the Sale.

45. Dr. Ball told the Partners that he wanted to hire an attorney to review the deal.

46. One or more of the Partners dissuaded Dr. Ball from engaging separate counsel, claiming that because the Companies had already engaged counsel to represent him, if he hired his own attorney Dr. Ball would not be allowed to communicate directly with the attorneys for the Company.

47. On more than one occasion, different Partners told Dr. Ball that there was no need for him to hire his own attorney because the Companies were already paying thousands of dollars to their lawyers, who had reviewed the terms of the Sale and the proposed transaction documents.

48. Dr. Ball had several calls with Anjana Patel, Esq., of Epstein Becker Green to discuss the terms of the deal.

49. Dan Strauch was also on some of these calls.

50. During one of his calls with Ms. Patel, Ms. Patel advised Dr. Ball that she represented the Companies and that, because he was an owner, she represented his interests too.

51. Simultaneous with their efforts to prevent Dr. Ball from hiring his own lawyer, the Partners threatened and pressured Dr. Ball to agree to the Sale, including Dr. Kaplan, Dr. Qureshi, Dr. Ziembiec, and Dr. Zahra.

52. One or more of the Partners told Dr. Ball that if he didn't vote "yes" on the sale, he would receive none of the sale proceeds and that they would simply redeem his shares without consideration.

53. For example, Dr. Zahra told Dr. Ball something to the effect of "if you don't vote yes, I will keep your share."

54. Other Partners also told Dr. Ball that if he didn't vote "yes" on the Sale, they would take his portion of the sale proceeds.

55. Dr. Kaplan further coerced Dr. Ball by expressing to Dr. Ball words to the effect of "your life will be a world of pain if you mess this up".

56. One or more of the Partners told Dr. Ball that they would "ruin" his career if he did not vote in favor of the Sale and that they would paper his personnel file such that no one would hire him.

57. During one of Dr. Ball's calls with Ms. Patel, Dr. Ball expressed that he was fearful for his physical safety and had procured firearms to protect himself from the Partners.

**The Partners fraudulently induce Dr. Ball into forfeiting his ownership interest in the Companies.**

58. Recognizing that they could not simply exclude Dr. Ball from the proceeds of the Sale, the Partners coerced and otherwise fraudulently induced Dr. Ball into executing agreements redeeming his ownership interests in the Companies.

59. One or more of the Partners told Dr. Ball that if he did not agree to the Sale, they would simply redeem his shares and pay him nothing.

60. When those threats failed to convince Dr. Ball, the Partners shifted tactics by “offering” Dr. Ball a redemption they claimed followed the formula in the Operating Agreement and Shareholder Agreement.

61. Epstein Becker Green, at the direction of the one or more of the Partners, sent to Dr. Ball two separate redemption agreements, one for his interests in SRA (the “SRA Redemption Agreement”) and one for his interests in Pinnacle (the “Pinnacle Redemption Agreement”) (collectively the “Redemption Agreements”).

62. The Partners encouraged Dr. Ball to sign the Redemption Agreements by telling him that if he did not sign them, he would get nothing because they would simply force him out.

63. For example, Dr. Kaplan told Dr. Ball to take the redemption deal, because at least then he would get some money from the Sale.

64. These representations by the Partners were false: the Partners did not have the right to redeem Dr. Ball for no consideration.

65. If the Partners proceeded with the Sale without redeeming Dr. Ball, Dr. Ball was legally entitled to share, pro-rata, in the proceeds of the Sale.

66. The Partners presented Dr. Ball with the ultimatum of signing the Redemption Agreements or being forced out for no consideration to induce Dr. Ball to sign the Redemption Agreements.

67. At the time of their statements to Dr. Ball, one or more of the Partners knew that Dr. Ball would be entitled to share in the proceeds of the Sale if he refused to sign the Redemption Agreements and the Sale closed.

68. Any vote by Dr. Ball's against the Sale did not and could not prevent the Partners from proceeding with the Sale to Rezolut.

69. SRA's operating agreement required a supermajority (defined as 70% of the voting interests) to approve a sale of the company or its assets.

70. Dr. Ball held a 10% voting interest in SRA.

71. Dr. Qureshi, Dr. Kaplan, Dr. Ziembiec, and Dr. Zahra used Dr. Ball as an example to force the other Partners to vote in favor of the Sale. They threatened to exclude any partner who did not vote in favor of the Sale the same way they were excluding Dr. Ball.

72. When Dr. Ball reiterated his desire for his own counsel, the Partners again dissuaded him from engaging counsel and directed him to Epstein Becker Green.

73. During a phone conversation with Ms. Patel about the Redemption Agreements, Ms. Patel told Dr. Ball that if he did not sign the Redemption Agreements, the Partners could redeem his ownership interests without paying him anything at all.

74. Ms. Patel's representation was false.

75. Upon information and belief, Ms. Patel knew or should have known that her representation to Dr. Ball was false at the time she made it.

76. Ms. Patel made these misrepresentations to Dr. Ball on behalf of the Partners, SRA and Pinnacle for the purpose of inducing Dr. Ball to sign the Redemption Agreements.

77. Ms. Patel reaffirmed her previous statements that she represented Dr. Ball during her conversations with Dr. Ball about the Redemption Agreements.

78. Under these threats, Dr. Ball felt there was no choice but to sign the SRA Redemption Agreement and Pinnacle Redemption Agreement.

79. Upon information and belief, Dr. Qureshi's actions toward and against Dr. Ball were motivated by personal animus against Dr. Ball.

80. Dr. Ball had previously objected to Dr. Qureshi keeping half of a \$150,000 stipend paid to him by Catholic Health for serving as Chief of Neuroradiology.

81. Dr. Qureshi was on the SRA board or committee who voted in favor of a proposal allowing him to keep half of the stipend, a clear conflict of interest.

82. At the time the SRA board or committee allowed Dr. Qureshi to keep half of the stipend, Dr. Qureshi was not a partner of SRA.

83. Dr. Qureshi was allowed to keep half of the stipend to entice him to perform extra work, as all employees were encouraged to do.

84. Once Dr. Qureshi became a partner of SRA, Dr. Ball maintained that the entire stipend should be as income to the allocated practice and it was improper for Dr. Qureshi to keep it for himself.

85. Dr. Ball was duly licensed to practice Neuroradiology.

86. Dr. Ball offered to perform the work required of the Chief of Neuroradiology so that the income could be allocated entirely to SRA.

87. Dr. Qureshi kept half of the stipend and refused to permit Dr. Ball to assist him with the duties so that Dr. Qureshi could take and keep the half of the stipend to himself.

88. Upon information and belief, Dr. Qureshi's scheme to deprive Dr. Ball of his portion of the Sale proceeds was retaliation for Dr. Ball's opposition to Dr. Qureshi's keeping the Catholic Health stipend.

89. After Dr. Ball's purported redemption, Defendants held him out to insurance carriers as a member by, *inter alia*, updating and maintaining him as a member of the practice.

90. Defendants also maintained Dr. Ball as a member of the companies by, *inter alia*, paying him for hourly work he performed not under a W-2, but under his K-1.

**SRA, Pinnacle, and the Partners breach the Redemption Agreements.**

91. Pursuant to the SRA Redemption Agreement, Defendants were required to pay Dr. Ball a Purchase Price as calculated pursuant to a formula in SRA's Operating Agreement.

92. The SRA Redemption Agreement required an advance payment of the Purchase Price in the amount of \$150,000.00 at least two (2) business days prior to Closing, which amount was subject to later adjustment based on the formula contained in the SRA Operating Agreement.

93. Pursuant to the Pinnacle Redemption Agreement, Defendants were obligated to pay Dr. Ball the Purchase Price in the amount of \$163,000.00 at least two (2) days prior to Closing.

94. The Sale closed on November 8, 2023.

95. SRA did not pay Dr. Ball the Purchase Price under the SRA Redemption Agreement prior to the closing of the Sale on November 8, 2023.

96. Pinnacle did not pay Dr. Ball the Purchase Price under the Pinnacle Redemption Agreement prior to the closing of the Sale on November 8, 2023.

97. Without notice or authorization, on November 23, 2017, SRA Medical Imaging, LLC wired Dr. Ball a sum of money purportedly representing the Purchase Price due under the SRA Redemption Agreement and Pinnacle Redemption Agreement.

98. The wire on November 23, 2017, came only after Dr. Ball's counsel contacted Defendants and advised them that, by failing to make the payments due under the Redemption Agreements, Dr. Ball remained an owner of SRA and Pinnacle entitled to his pro-rata share of the proceeds of the Sale.

99. After November 17, 2023, SRA continued to hold out Dr. Ball as a member of SRA including by, inter alia, identifying him as the Chief Radiation Safety Officer to various hospitals and providing him COBRA insurance with a last date of employment in January 2024.

**The Partners close the Sale with Rezolut.**

100. The Partners, after fraudulently obtaining Dr. Ball's ownership interests, entered into a Equity Purchase Agreement dated November 8, 2023 with Rezolut, through a wholly owned subsidiary Rezolut Imaging Management of Western New York, LLC ("Rezolut WNY") (the "Sale Agreement").

101. Rezolut purchased, by and through Rezolut WNY, SRA and Pinnacle for the sum of \$20,000,000.00.

102. The Sale Agreement provided for a Holdback Amount, which is payable, at earliest, eighteen (18) months from the anniversary of the Closing Date.

103. The Closing Date is defined as November 8, 2023.

104. The Holdback Amount is due and payable on March 8, 2023.

105. The Holdback Amount totals \$2,000,000.00.

106. SRA and the Partners failed to compute the actual Purchase Price required under the SRA Redemption Agreement, in violation thereof.

**FIRST CAUSE OF ACTION  
(FRAUD – THE PARTNERS, SRA, PINNACLE)**

107. Plaintiff repeats and realleges each foregoing allegations as though set forth fully again herein.

108. As detailed more fully above, the Partners, SRA, and Pinnacle made numerous misrepresentations of material fact to Dr. Ball about his ownership interests in SRA and Pinnacle.

109. By actively misrepresenting their ability to redeem Dr. Ball without any consideration, as detailed more fully above, the Partners fraudulently induced Dr. Ball to sell his ownership interests in SRA and Pinnacle for \$313,000.00 just days before closing the Sale for \$20,000,000.00.

110. The Partners, SRA, and Pinnacle knowingly misrepresented their ability to both redeem Dr. Ball without consideration and exclude him from sharing the proceeds of the Sale if he simply voted against the Sale for the purpose of inducing Dr. Ball to sell his ownership interests pursuant to the Redemption Agreements.

111. But for the Partners' misrepresentations, individually and through their agents, including Epstein Becker Green, Dr. Ball would not have executed the Redemption Agreements.

112. The Redemption Agreements, and the purported releases contained therein, are therefore the products of fraud perpetrated by the Partners, SRA, and Pinnacle, and their agents.

113. As a result, Dr. Ball was excluded from sharing the proceeds of the Sale and damaged in an amount to be determined at trial, which, upon information and belief, is no less than \$2,000,000.00.



**SECOND CAUSE OF ACTION  
(LEGAL MALPRACTICE – EPSTEIN BECKER GREEN AND PATEL)**

114. Plaintiff repeats and realleges each foregoing allegations as though set forth fully again herein.

115. Epstein Becker Green formed an attorney-client relationship with Dr. Ball when Patel advised Dr. Ball that she and her firm represented his interests in the Sale and with respect to the Redemption Agreements.

116. As such, Epstein Becker Green and Patel assumed a duty to Dr. Ball in rendering legal advice with respect to his legal rights and obligations regarding the same.

117. Epstein Becker Green and Patel breached their duty and failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession by advising Dr. Ball to sign the Redemption Agreements.

118. Epstein Becker Green and Patel further breached their duty and failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession by rendering legal advice to Dr. Ball where they knew, or should have known, that Dr. Ball's interests differed from SRA and Pinnacle.

119. This breaches by Epstein Becker Green and Patel proximately caused Dr. Ball to sell his ownership interests in SRA and Pinnacle for the sum of \$313,000.00 instead of the \$2,000,000.00 that he would have received if he hadn't executed the Redemption Agreements.

120. Based on the foregoing, Plaintiff was damaged in an amount to be determined at trial, which, upon information and belief, is no less than \$2,000,000.00.

**THIRD CAUSE OF ACTION  
(AIDING AND ABETTING FRAUD – EPSTEIN BECKER GREEN AND PATEL)**

121. Plaintiff repeats and realleges each foregoing allegations as though set forth fully again herein.

122. As detailed more fully above, SRA, Pinnacle, and the Partners committed fraud against Dr. Ball.

123. Upon information and belief, Epstein Becker Green had actual knowledge of the scheme to defraud Dr. Ball of his ownership interests to exclude him from sharing in the proceeds of the Sale and rendered substantial assistance to perpetrating the fraud, by, *inter alia*, counseling Dr. Ball to sign the Redemption Agreements and repeating, reiterating, and giving an imprimatur of authority to the false statements of SRA, Pinnacle and the Partners regarding their ability to exclude Dr. Ball from sharing in the proceeds of the Sale and SRA's ability to redeem Dr. Ball for no consideration.

124. As a result, Dr. Ball was excluded from sharing the proceeds of the Sale and damaged in an amount to be determined at trial, which, upon information and belief, is no less than \$2,000,000.00.

**FOURTH CAUSE OF ACTION  
(BREACH OF FIDUCIARY DUTY – SRA)**

125. Plaintiff repeats and realleges each foregoing allegations as though set forth fully again herein.

126. The other members of SRA owed one or more fiduciary duties to Dr. Ball, including, without limitation, duties of loyalty, fidelity, fair dealing and full disclosure.

127. The other members of SRA breached one or more of their fiduciary duties to Dr. Ball by, *inter alia*, threatening him and misrepresenting their ability to remove him as a member of SRA in an effort to exclude him from sharing in the proceeds of the Sale, purporting to remove Dr. Ball as a member of SRA to exclude him from sharing in proceeds of the Sale for their own benefit, purporting to remove Dr. Ball as a member of SRA because he objected to proceeding with the Sale, procuring Dr. Ball's signature on the SRA Redemption Agreement under threats and duress, and procuring a purported release for themselves in connection with the SRA Redemption Agreement.

128. Defendants also failed to properly vest and transfer Dr. Ball's 401k, thereby shorting him approximately \$100,000.

129. As a result of Defendants' breaches of their fiduciary duties to Dr. Ball, Dr. Ball has been damaged in an amount to be determined at trial, which, upon information and belief, is no less than \$2,000,000.00.

**FIFTH CAUSE OF ACTION  
(BREACH OF FIDUCIARY DUTY – PINNACLE IMAGING)**

130. Plaintiff repeats and realleges each foregoing allegations as though set forth fully again herein.

131. The other shareholders of Pinnacle owed one or more fiduciary duties to Dr. Ball, including, without limitation, duties of loyalty, fidelity, fair dealing and full disclosure.

132. The other shareholders of Pinnacle breached one or more of their fiduciary duties to Dr. Ball by, *inter alia*, threatening him and misrepresenting their ability to remove him as a member of Pinnacle in an effort to exclude him from sharing in the proceeds of the Sale, purporting to remove Dr. Ball as a shareholder of Pinnacle to exclude him from sharing in the proceeds of the

Sale for their own benefit, purporting to remove Dr. Ball as a shareholder of Pinnacle because he objected to proceeding with the Sale, procuring Dr. Ball's signature on the Pinnacle Redemption Agreement under threats and duress, and procuring a purported release for themselves in connection with the Pinnacle Redemption Agreement.

133. Defendants also failed to properly vest and transfer Dr. Ball's 401k, thereby shorting him approximately \$100,000.

134. As a result of Defendants' breaches of their fiduciary duties to Dr. Ball, Dr. Ball has been damaged in an amount to be determined at trial, which, upon information and belief, is no less than \$2,000,000.00.

**SIXTH CAUSE OF ACTION  
(DECLARATORY JUDGMENT –REDEMPTION AGREEMENTS)**

135. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

136. As detailed more fully above, the Redemption Agreements were procured by the Partners through fraud and/or in violation of the fiduciary duties owed to Dr. Ball.

137. As a result, the Redemption Agreements are voidable by Dr. Ball.

138. The Partners, SRA, and Pinnacle have asserted that Dr. Ball was and is not entitled to share in the proceeds of the Sale due to his execution of the Redemption Agreements.

139. Based on the foregoing, a justiciable controversy exists by and between Plaintiff and Defendants.

140. Therefore, Plaintiff is entitled to a judgment declaring that he was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023, and that he is and was entitled to share in the proceeds thereof.

**SEVENTH CAUSE OF ACTION  
(DURESS)**

141. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

142. The wrongful threats by the Partners, together with the Partner's campaign to prevent Dr. Ball from engaging his own legal counsel, all as detailed more fully above, deprived Dr. Ball of his free will with respect to the execution of the Redemption Agreements.

143. As a result, the Redemption Agreements are voidable by Dr. Ball.

144. Based on the foregoing, Plaintiff is entitled to a judgment declaring that he was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023, and that he is and was entitled to share in the proceeds thereof.

**EIGHTH CAUSE OF ACTION  
(RESCISSION)**

145. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

146. By failing to timely pay the consideration due under the terms of the Redemption Agreements, Defendants breached those agreements.

147. The failure by SRA, Pinnacle, and the Partners to make the payments due under the Redemption Agreements was willful and so substantial and fundamental to the redemption as to frustrate the purpose of the Redemption Agreements.

148. Accordingly, the Redemption Agreements are voidable by Dr. Ball.

149. Based on the foregoing, Plaintiff is entitled to a judgment declaring that he was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023, and that he is and was entitled to share in the proceeds thereof.

**NINTH CAUSE OF ACTION  
(CONSTRUCTIVE TRUST)**

150. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

151. The Partners are each in possession of a portion of Dr. Ball's pro-rata share of the proceeds from the Sale.

152. The Partners' possession of these monies was accomplished through their own fraud and in violation of their fiduciary duties owed to Dr. Ball.

153. As a result, the Partners have been unjustly enriched at the expense of Dr. Ball.

154. Based on the foregoing, Plaintiff is entitled to a constructive trust on the portion of the Sale proceeds that each Partner received as a result of his unlawful and fraudulent redemption, which amount they would not have received but for their fraud and breach of their fiduciary duties.

**TENTH CAUSE OF ACTION  
(CONSTRUCTIVE TRUST – REZOLUT AND REZOLUT WNY)**

155. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

156. Dr. Ball's portion of the proceeds of the Sale would have been \$2,000,000.00 but for the fraud and breach of fiduciary duties by SRA, Pinnacle, the Partners and Epstein Becker Green, detailed above.

157. Rezolut and/or Rezolut of WNY is/are holding the Holdback Amount of \$2,000,000.00, which may be subject to certain contractual offsets.

158. The Holdback Amount is authorized to be paid, at the earliest, on March 3, 2024.

159. Failure to restrain the Holdback Amount further unjustly enriches the Partners at the expense of Dr. Ball.

160. Based on the foregoing, Plaintiff is entitled to a constructive trust on the Holdback Amount.

**ELVENTH CAUSE OF ACTION  
(INTERPLEADER – REZOLUT AND REZOLUT OF WNY)**

161. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

162. Dr. Ball's portion of the proceeds of the Sale would have been \$2,000,000.00 but for the fraud and breach of fiduciary duties by SRA, Pinnacle, the Partners and Epstein Becker Green, detailed above.

163. Rezolut and/or Rezolut of WNY is/are holding the Holdback Amount of \$2,000,000.00, which may be subject to certain contractual offsets.

164. Rezolut and/or Rezolut of WNY is or may be subject of multiple liability based on Plaintiff's claims herein and the anticipated denial of such claims by the other defendants.

165. Rezolut and/or Rezolut of WNY does not have an interest in who is entitled to or ultimately paid the Holdback Amount, whether Plaintiff or the other defendants.

166. Therefore, Rezolut and/or Rezolut WNY should be ordered to pay the Holdback Amount into Court pending the outcome of this case.

**TWELFTH CAUSE OF ACTION  
(BREACH OF CONTRACT – SRA REDEMPTION AGREEMENT)**

167. Plaintiff repeats and realleges each of the foregoing allegations as though set forth fully again herein.

168. Plaintiff performed his obligations under the SRA Redemption Agreement.

169. Defendants breached the SRA Redemption Agreement by, *inter alia*, failing to calculate or improperly calculating the Purchase Price due Dr. Ball for his interest in SRA.

170. As a result of Defendants’ breaches, Dr. Ball has been damaged in an amount to be determined at trial.

WHEREFORE, Plaintiff requests judgment as follows:

- a. On his first cause of action, damages in an amount to be determined at trial;
- b. On his second cause of action, damages in an amount to be determined at trial;
- c. On his third cause of action, damages in an amount to be determined at trial;
- d. On his fourth cause of action, damages in an amount to be determined at trial;
- e. On his fifth cause of action, damages in an amount to be determined at trial;
- f. On his sixth cause of action, a declaration that Plaintiff was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023 and is entitled to share in the proceeds thereof;



g. On his seventh cause of action, a declaration that Plaintiff was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023 and is entitled to share in the proceeds thereof;

h. On his eighth cause of action, a declaration that Plaintiff was and remained a member of SRA and Pinnacle at the time of the closing of the Sale on November 8, 2023 and is entitled to share in the proceeds thereof;

i. On his ninth cause of action, the imposition of a constructive trust on monies received by the Partners from the Sale;

j. On his tenth cause of action, the imposition of a constructive trust on the Holdback Amount;

k. On his eleventh cause of action, an order directing Rezolut and/or Rezolut WNY to pay the Holdback Amount into Court;

l. On his twelfth cause of action, damages in an amount to be determined at trial;

m. Together with interests, costs and disbursements, and an award of reasonable attorney's fees; and

n. Such other and further relief that the Court deems just and proper.

Dated: Buffalo, New York  
February 24, 2025

GROSS SHUMAN P.C.

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