

STATE OF NEW YORK  
SUPREME COURT : COUNTY OF ERIE

SOUTHTOWNS RADIOLOGY ASSOCIATES,  
LLC, PINNACLE IMAGING, INC., CHARLES  
J. CHUNG, AYMAN GHONIEM, GERALD J.  
JOYCE, KEITH C. KAPLAN, TRAVIS A.  
MASTROIANNI, ZEESHAN M. QURESHI,  
MAHMOUD ZAHRA, AND ASHA ZIEMBIEC,

Index No.

Plaintiffs,

vs.

GREGORY R. BALL, M.D.

Defendant.

**SUMMONS**

TO DEFENDANT:

YOU ARE SUMMONED to appear in this action by serving your answer to the complaint on the plaintiff's attorney within the time limits stated below.

Erie County is designated as the county where this action will be tried, because one or more of the parties to this action has a principal place of business in that county.

TIME LIMITS TO ANSWER:

- (1) If this summons is served by delivery to you personally within New York State, you must answer the complaint within TWENTY (20) days after such delivery.
- (2) If this summons is not served by delivery to you personally within New York State, and not served pursuant to CPLR 312-a, you must answer the complaint within THIRTY (30) days after service is complete.

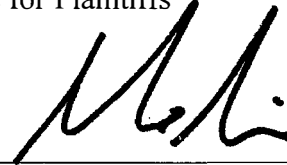
**IF YOU FAIL TO ANSWER THE COMPLAINT** within the time stated,

judgment will be entered against you for the relief demanded in the complaint.

Dated: April 3, 2026  
Buffalo, New York

**RUPP PFALZGRAF LLC**  
Attorneys for Plaintiffs

By:



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**TO:** Gregory R. Ball, M.D.  
10 Hearthstone Terrace  
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GREGORY R. BALL, M.D.

Defendant.

**COMPLAINT**

Plaintiffs, by their attorneys Rupp Pfalzgraf LLC, complaining of Defendant  
Gregory R. Ball, M.D., allege as follows:

**PARTIES**

1. Plaintiff Southtowns Radiology Associates, LLC (“SRA”) is a New York limited  
liability company with offices for the transaction of business in Erie County, New York.

2. Plaintiff Pinnacle Imaging, Inc. (“Pinnacle”) is a New York corporation with  
offices for the transaction of business in Erie County, New York.

3. Plaintiffs Charles J. Chung, M.D., Ayman Ghoniem, M.D., Gerald J. Joyce, M.D.,  
Keith C. Kaplan, M.D., Travis A. Mastroianni, D.O., Zeeshan M. Qureshi, D.O., Mahmoud  
Zahra, M.D., and Asha Ziembiec, M.D. (collectively the “Individual Plaintiffs”) are physicians  
who were members and/or shareholders of the radiology practice formerly conducted through

SRA and Pinnacle. The Individual Plaintiffs were equity holders of the practice at the time of the redemption transaction described herein and are expressly among the persons protected by the release and indemnification provisions contained in the Redemption Agreements, and were intended third-party beneficiaries of the Redemption Agreements.

4. Defendant Gregory R. Ball, M.D. (“Ball”) is an individual residing in Erie County, New York.

### **JURISDICTION AND VENUE**

5. This Court has jurisdiction pursuant to CPLR Article 30.

6. Venue is proper in Erie County pursuant to CPLR 503 because the parties reside or transact business in Erie County and the events giving rise to this action occurred in Erie County.

### **FACTUAL BACKGROUND**

#### **Ball’s Ownership Interests**

7. Ball was formerly a member of SRA and a shareholder of Pinnacle.

8. Through those ownership interests Ball participated in the radiology practice conducted by SRA and its related entities.

9. Ball held approximately a ten percent ownership interest in SRA and also held twenty (20) common shares in Pinnacle.

10. The Individual Plaintiffs were likewise equity holders and members or shareholders of the practice.

11. In 2023, SRA and its equity holders began negotiating a transaction with Rezolut Imaging Management of Western New York, LLC (“Rezolut”) for the sale of the radiology practice.

12. As part of the proposed transaction, the physician owners of the practice, including the Individual Plaintiffs, were required to commit to continue working for the practice following the sale.

13. Specifically, the transaction contemplated that the physician owners would enter into employment agreements with Rezolut and continue providing radiology services for a defined period of time following the closing of the sale.

14. The Individual Plaintiffs agreed to participate in the transaction and to commit to continued employment with the practice following the closing.

15. Ball, however, did not wish to participate in the Rezolut transaction on those terms.

16. Ball did not want to commit to the post-closing employment obligations required as part of the Rezolut deal.

17. Instead, Ball sought to exit the practice and receive payment for his ownership interests in SRA and Pinnacle rather than continue working for the practice following the sale.

18. As a result, Ball and the practice negotiated a separate buy-out transaction under which Ball would sell (i.e. redeem) his ownership interests in SRA and Pinnacle back to the practice.

19. That buy-out transaction was memorialized in two separate agreements executed on October 31, 2023: the SRA Redemption Agreement and the Pinnacle Redemption Agreement.

### **The Redemption Agreements**

20. On or about October 31, 2023, Ball entered into two separate redemption agreements relating to his ownership interests in the practice.

21. The first agreement was a Redemption Agreement between Ball and SRA relating to Ball's membership interests in SRA (the "SRA Redemption Agreement").

22. The second agreement was a Redemption Agreement between Ball and Pinnacle relating to Ball's shares in Pinnacle (the "Pinnacle Redemption Agreement").

23. The SRA Redemption Agreement and the Pinnacle Redemption Agreement are collectively referred to herein as the "Redemption Agreements."

24. Under the SRA Redemption Agreement Ball agreed to sell and transfer all of his membership interests in SRA.

25. Under the Pinnacle Redemption Agreement Ball agreed to sell and transfer all of his shares in Pinnacle.

26. Ball executed both Redemption Agreements knowingly and voluntarily.

27. Having negotiated an exit from the practice, accepted consideration for the redemption of all of his ownership interests, and executed broad release and indemnification provisions in favor of SRA and Pinnacle and their protected constituencies, Ball nevertheless commenced litigation asserting claims arising from the very ownership interests and redemption transactions that he had agreed to resolve and release.

28. Each of the Redemption Agreements contains a broad release of claims by Ball relating to his ownership interests in the practice and his role as a member or shareholder.

29. Section 1.9 of the SRA Redemption Agreement provides in relevant part:

Physician hereby acknowledges, remises, releases, acquits, satisfies, and forever discharges the Company, its Members, successor and assigns, managers, officers, employees and agents... of and from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, rights, specialties, covenants, contracts, controversies, wrongs, agreements, promises, variances, trespasses, damages, delays, judgments, executions, losses, attorneys' fees, court costs, expenses, claims and demands whatsoever... which Physician ever had, now has, or may at any time in the future have... for anything which has happened until now, based upon Physician's ownership in and capacity as a Member and/or officer of the Company.

30. The SRA Redemption Agreement further provides in relevant part:

This release hereby forever waives, extinguishes and discharges any and all of Physician's rights with respect to the Company Parties, including, without limitation, any member interests, profit allocations, distributions, draws, dividends, preferences or compensation of any kind.

31. The Pinnacle Redemption Agreement contains materially identical language providing that Ball:

releases, acquits, satisfies, and forever discharges the Company, its shareholders, successor and assigns, directors, officers, employees and agents... from any and all actions, causes of action... claims and demands whatsoever... for anything which has happened until now, based upon Physician's ownership in and capacity as a shareholder and/or officer of the Company.

32. The Pinnacle Redemption Agreement likewise provides that Ball waived any rights relating to his ownership interest in Pinnacle, including "any member interests, profit allocations, distributions, draws, dividends, preferences or compensation of any kind."

33. Each of the Redemption Agreements also contains indemnification provisions protecting the companies and their members or shareholders, including the Individual Plaintiffs.

34. Specifically, the SRA Redemption Agreement provides:

Physician hereby agrees to indemnify and hold harmless the Company and its Members, Managers and officers from and against any and all claims, demands, liabilities, causes of action, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses)... arising out of, or resulting from the breach of any representation or warranty of Physician set forth in this Agreement, or the non-performance of any agreement, covenant or obligation on the part of Physician under this Agreement.

35. The Pinnacle Redemption Agreement contains a materially identical provision requiring Ball to indemnify and hold harmless the Company and its shareholders, directors and officers from losses arising from his breach of the agreement.

36. The Redemption Agreements further provide that the provisions relating to releases and indemnification survive the closing of the redemption transactions.

### Sale of the Practice

37. Following execution of the Redemption Agreements the practice was sold to Rezolut Imaging Management of Western New York, LLC.
38. The sale transaction was valued at approximately \$20,000,000.
39. Under the terms of the purchase agreement governing the sale of the practice, a portion of the purchase price in the amount of approximately \$2,000,000 was placed into a holdback account (the “Holdback Amount”) for a defined period of time following the closing of the transaction.
40. The Holdback Amount was established for the limited purpose of securing potential indemnification obligations and attorneys’ fees associated with post-closing claims arising from the transaction.
41. Under the terms of the purchase agreement, the Holdback Amount was scheduled to be released and distributed to the physician equity holders, including the Individual Plaintiffs, after the expiration of the holdback period, absent pending claims.
42. Ball was aware of the existence of the Holdback Amount and the conditions governing its release, including that the assertion of claims relating to the sale transaction could delay or reduce the distribution of those funds to the physician equity holders.
43. Ball commenced an action in this Court entitled *Gregory R. Ball, M.D. v. Southtowns Radiology Associates, LLC, et al.* (Index No. 803267/2025) (the “First Lawsuit”) on

February 24, 2025, fewer than eleven weeks before the Holdback Amount was due to be released to the physician equity holders, including the Individual Plaintiffs.

### **Ball's Lawsuit**

44. After executing the Redemption Agreements and receiving payment for his interests, Ball commenced First Lawsuit.

45. In that action Ball asserted numerous claims relating to the redemption of his ownership interests and the sale of the practice.

46. Ball asserted claims including fraud, malpractice, breach of fiduciary duty, rescission, constructive trust and other equitable theories.

47. By Memorandum Decision dated November 28, 2025, the Court dismissed nearly all of Ball's claims.

48. Only a limited breach of contract claim relating to the SRA Redemption Agreement remains pending.<sup>1</sup>

### **Rezolut Indemnification Claim**

49. Ball's lawsuit triggered indemnification provisions in the purchase agreement governing the sale of the practice to Rezolut.

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<sup>1</sup> In the complaint in the First Lawsuit, Ball did not allege a cause of action for breach of the Pinnacle Redemption Agreement, but in opposition to motions to dismiss the First Lawsuit, Ball cross-moved to amend his complaint to add the same. The Court granted that motion and ordered Ball to file and serve an amended complaint within 30 days of entry of the Court's order, which was entered on January 28, 2026. As of the date of this complaint, Ball has failed to file an amended complaint in the First Lawsuit as ordered.

50. Rezolut issued an indemnification claim notice asserting that Ball's First Lawsuit constitutes a third-party claim.

51. Rezolut advised that the Holdback Amount would not be released pending resolution of the First Lawsuit.

52. As a result, the Holdback Amount that otherwise would have been distributed to the Individual Plaintiffs has been withheld.

53. The Holdback Amount has also been diminished by costs and expenses associated with the litigation and indemnification claims.

54. Plaintiffs have incurred substantial attorneys' fees and litigation expenses defending against Ball's claims in the First Lawsuit.

55. Ball was aware, or reasonably should have been aware, that filing the First Lawsuit challenging the Redemption Agreements would foreseeably interfere with the release of the Holdback Amount, including, without limitation, by triggering indemnification positions under the Rezolut transaction and directly interfering with the release and distribution of the Holdback Amount.

**FIRST CAUSE OF ACTION**  
**Breach of Contract – SRA Redemption Agreement**

56. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

57. The SRA Redemption Agreement constitutes a valid and enforceable contract between Ball and SRA.

58. The SRA Redemption Agreement expressly extends its release and indemnification protections to the company's members, managers, and officers, including the Individual Plaintiffs, who were members and equity holders of the practice at the time of the redemption transaction.

59. Under the SRA Redemption Agreement, Ball released any and all claims arising out of or relating to his ownership interests and his capacity as a member and/or officer of SRA, as set forth in Section 1.9 of the SRA Redemption Agreement.

60. Notwithstanding those contractual obligations, Ball commenced and continues to prosecute the First Lawsuit asserting claims arising from the redemption of his ownership interests and the sale of the practice.

61. Ball's prosecution of those claims constitutes a breach of the SRA Redemption Agreement and the releases contained therein.

62. As a direct and proximate result of Ball's breach, Plaintiffs have incurred and continue to incur substantial damages, including attorneys' fees and litigation expenses associated with defending against Ball's claims.

63. In addition, Ball's breach has triggered indemnification claims under the purchase agreement governing the sale of the practice to Rezolut, .

64. As a result of those indemnification claims, the Holdback Amount established in connection with the sale transaction has not been released and has been diminished by litigation costs and expenses incurred in responding to Ball's claims, which damages were foreseeable and within the contemplation of the parties at the time of the Redemption Agreements.

65. Plaintiffs have therefore suffered damages including, but not limited to, attorneys' fees and litigation expenses, delay in the distribution of the Holdback Amount, reduction of the Holdback Amount due to litigation-related expenditures, and other consequential damages arising from Ball's breach of the SRA Redemption Agreement.

**SECOND CAUSE OF ACTION**  
**Breach of Contract – Pinnacle Redemption Agreement**

66. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

67. The Pinnacle Redemption Agreement constitutes a valid and enforceable contract between Ball and Pinnacle. (and, to the extent applicable, SRA Medical as assignee or successor to the Company's rights).

68. The Pinnacle Redemption Agreement expressly extends its release and indemnification protections to the Company's shareholders, directors, and officers, including the Individual Plaintiffs, who were shareholders and equity holders of the practice at the time of the redemption transaction.

69. Under the Pinnacle Redemption Agreement, Ball released any and all claims arising out of or relating to his ownership interests and his capacity as a shareholder and/or officer of Pinnacle, as set forth in Section 1.9 of the Pinnacle Redemption Agreement.

70. Notwithstanding those contractual obligations, Ball commenced and continues to prosecute the First Lawsuit asserting claims arising from the redemption of his ownership interests and the sale of the practice.

71. Ball's prosecution of those claims constitutes a breach of the Pinnacle Redemption Agreement and the releases contained therein.

72. As a direct and proximate result of Ball's breach, Plaintiffs have incurred and continue to incur substantial damages, including attorneys' fees and litigation expenses associated with defending against Ball's claims.

73. In addition, Ball's breach has triggered indemnification claims under the purchase agreement governing the sale of the practice to Rezolut..

74. As a result of those indemnification claims, the Holdback Amount established in connection with the sale transaction has not been released and has been diminished by litigation costs and expenses incurred in responding to Ball's claims, which damages were foreseeable and within the contemplation of the parties at the time of the Redemption Agreements.

75. Plaintiffs have therefore suffered damages including, but not limited to, attorneys' fees and litigation expenses, delay in the distribution of the Holdback Amount, reduction of the

Holdback Amount due to litigation-related expenditures, and other consequential damages arising from Ball's breach of the Pinnacle Redemption Agreement.

**THIRD CAUSE OF ACTION**  
**Contractual Indemnification**

76. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

77. The Redemption Agreements each contain express contractual indemnification provisions requiring Ball to indemnify and hold harmless the company and its specified protected persons, including, in the SRA Redemption Agreement, its Members, Managers and officers, and in the Pinnacle Redemption Agreement, its shareholders, directors and officers

78. Those provisions specifically require Ball to indemnify the companies and their members or shareholders, including the Individual Plaintiffs, from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from Ball's breach of any representation or warranty of Ball set forth in the Agreements, or the non-performance of any agreement, covenant, or obligation on the part of Ball under the Agreements

79. The Individual Plaintiffs were members or shareholders of the practice at the time of the redemption transaction and are expressly among the parties protected by the indemnification provisions contained in the Redemption Agreements.

80. As alleged above, Ball breached the Redemption Agreements by commencing and continuing to prosecute claims that were expressly released and waived under the Redemption Agreements.

81. Ball's prosecution of those claims constitutes a breach of the agreements and triggers the contractual indemnification obligations set forth therein.

82. As a direct and proximate result of Ball's breach, Plaintiffs have incurred and continue to incur substantial damages, including attorneys' fees and litigation expenses associated with defending against Ball's claims.

83. Ball's breach has further triggered indemnification claims under the purchase agreement governing the sale of the practice to Rezolut.

84. As a result of those indemnification claims, the Holdback Amount established in connection with the sale transaction has not been released and has been diminished by litigation costs and expenses incurred in responding to Ball's claims.

85. Plaintiffs have therefore suffered damages including, but not limited to, attorneys' fees and litigation expenses, delay in the distribution of the Holdback Amount, reduction of the Holdback Amount due to litigation-related expenditures, and other consequential damages arising from Ball's breach of the Redemption Agreements.

86. Pursuant to the indemnification provisions contained in the Redemption Agreements, Ball is contractually obligated to indemnify Plaintiffs for all such damages.

**FOURTH CAUSE OF ACTION**  
**Declaratory Judgment**

87. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

88. An actual and justiciable controversy exists between Plaintiffs and Ball concerning the parties' rights and obligations under the Redemption Agreements, including Ball's indemnification obligations arising from his breach of those agreements.

89. Plaintiffs contend that the Redemption Agreements contain valid and enforceable provisions requiring Ball to indemnify and hold harmless the companies and their members or shareholders, including the Individual Plaintiffs, for losses, damages, and expenses arising from Ball's breach of the agreements.

90. Plaintiffs further contend that Ball's commencement and continued prosecution of the First Lawsuit asserting claims that were released under the Redemption Agreements constitutes a breach of those agreements and triggers Ball's contractual indemnification obligations.

91. Ball disputes or has failed to acknowledge those indemnification obligations and continues to prosecute the First Lawsuit.

92. As a result of Ball's actions, Plaintiffs have incurred and continue to incur substantial damages, including attorneys' fees and litigation expenses, and have been exposed to indemnification claims arising under the purchase agreement governing the sale of the practice to Rezolut.

93. The existence and scope of Ball's indemnification obligations under the Redemption Agreements present an actual and ongoing controversy requiring judicial determination.

94. Plaintiffs therefore seek a judgment declaring, among other things, that:

- a) the Redemption Agreements are valid and enforceable;
- b) Ball is bound by the release provisions contained in the Redemption Agreements;
- c) Ball's prosecution of claims relating to the redemption of his ownership interests constitutes a breach of the Redemption Agreements; and
- d) Ball is obligated to indemnify Plaintiffs for the damages, costs, and expenses incurred as a result of his breach, including attorneys' fees, litigation expenses, and losses associated with the Holdback Amount established in connection with the sale of the practice.

95. Such a declaration will resolve the parties' dispute concerning Ball's indemnification obligations and guide the parties in determining their respective rights and responsibilities arising from the Redemption Agreements.

**FIFTH CAUSE OF ACTION**  
**Abuse of Process**

96. Plaintiffs repeat and reallege the preceding paragraphs as though fully set forth herein.

97. Defendant Ball commenced and continues to prosecute the First Lawsuit pending in this Court, thereby invoking the judicial process of the State of New York.

98. Ball commenced the First Lawsuit after executing the Redemption Agreements and accepting payment for the redemption of his ownership interests in the practice.

99. As alleged above, the Redemption Agreements contain broad releases and covenants under which Ball waived claims relating to his ownership interests and the redemption transaction.

100. Notwithstanding those agreements, Ball commenced and continues to prosecute the First Lawsuit asserting claims arising from the redemption of his ownership interests and the circumstances surrounding the sale of the practice.

101. Ball commenced and continues to prosecute the First Lawsuit not for the legitimate purpose of resolving a bona fide dispute, but in order to obtain a collateral objective unrelated to the proper use of judicial process.

102. Specifically, Ball has used the litigation to exert economic pressure on Plaintiffs by interfering with the release of the Holdback Amount established in connection with the sale of the practice to Rezolut. Such conduct constitutes the use of judicial process in a perverted manner to achieve a collateral objective outside the legitimate ends of litigation.

103. Ball was aware that the assertion of claims relating to the redemption of his ownership interests would trigger indemnification obligations under the purchase agreement governing the sale transaction and would result in the withholding or depletion of the Holdback Amount that otherwise would have been distributed to the Individual Plaintiffs.

104. By commencing and maintaining the First Lawsuit under those circumstances, Ball has used the judicial process to accomplish the collateral objective of delaying, reducing, or preventing the distribution of the Holdback Amount to the Individual Plaintiffs.

105. As a direct and proximate result of Ball's misuse of judicial process, Plaintiffs have suffered damages including attorneys' fees and litigation expenses incurred in defending against Ball's claims, delay in the release of the Holdback Amount, and diminution of the Holdback Amount resulting from litigation-related expenditures.

106. Ball's conduct therefore constitutes an abuse of process under the laws of the State of New York.

**WHEREFORE**, Plaintiffs demand judgment against Defendant Gregory R. Ball, M.D. as follows:

- (a) awarding damages to Plaintiffs in an amount to be determined at trial arising from Defendant's breaches of the Redemption Agreements;
- (b) awarding Plaintiffs contractual indemnification pursuant to the Redemption Agreements for all damages, losses, liabilities, costs, and expenses incurred as a result of Defendant's breaches, including reasonable attorneys' fees and litigation expenses;
- (c) declaring that the Redemption Agreements are valid and enforceable and that Defendant Gregory R. Ball, M.D. is bound by the releases and covenants contained therein;
- (d) declaring that Defendant Gregory R. Ball, M.D. breached the Redemption Agreements by commencing and prosecuting claims relating to matters released under those agreements;
- (e) declaring that Defendant Gregory R. Ball, M.D. is obligated to indemnify Plaintiffs for damages arising from his breaches of the Redemption Agreements,

including attorneys' fees, litigation expenses, and losses associated with the Holdback Amount referenced herein;

- (f) awarding interest, costs, and disbursements of this action; and
- (g) granting such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs demand trial by jury on all issues so triable.

**RUPP PFALZGRAF LLC**

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Southtowns Radiology Associates, LLC,  
Pinnacle Imaging, Inc., Charles J. Chung,  
Ayman Ghoniem, Gerald J. Joyce,  
Keith C. Kaplan, Travis A. Mastroianni,  
Zeeshan M. Qureshi, Mahmoud Zahra, and Asha Ziembiec

By:   
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