

EXHIBIT 4

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
SCOTT SAVEL, and SCOTT SAVEL CONSULTING
CORP.,

Plaintiff,

Index No.: 14-006375

VERIFIED
COMPLAINT

- against -

MICHELE K. SAVEL, KIDDSMILES DDS, PLLC,
KIDDSMILES DDS II, PLLC, KIDDSMILES DDS III,
KIDDSMILES DDS IV, KIDDSMILES V PLLC d/b/a
KIDDSMILES PEDIATRIC DENTISTRY, ROBERT
BENCIVENGA, GABY MORGAN, and JOHN DOE
NOS. "1" through "5", inclusive, the last five names being
fictitious and unknown to Plaintiff, the persons or parties
intended as being other participants and/or co-conspirators
in the events, circumstances, or causes of action asserted
herein,

Defendants.

-----X
Plaintiffs, SCOTT SAVEL and SCOTT SAVEL CONSULTING CORP., by their attorneys, The Law
Offices of Anthony A. Capetola, as and for their Verified Complaint, respectfully show and allege as follows:

1. That at all times hereinafter mentioned, plaintiff, SCOTT SAVEL ("Savel") has been and remains a resident of the State of New York, County of Nassau.
2. That at all times hereinafter mentioned, plaintiff, SCOTT SAVEL CONSULTING CORP. ("SCC") was and remains a domestic corporation organized and existing under the laws of the State of New York, with an office in Nassau County.
3. That at all times hereinafter mentioned, defendant, MICHELE K. SAVEL ("MKS") has been and remains a resident of the State of New York, County of Nassau.
4. That at all times hereinafter mentioned, defendants, KIDDSMILES DDS, PLLC, KIDDSMILES DDS II, PLLC, KIDDSMILES DDS III, KIDDSMILES DDS IV, and KIDDSMILES V PLLC d/b/a

KIDDSMILES PEDIATRIC DENTISTRY (collectively referred to as the “Companies”) are and remain domestic professional limited liability companies organized and existing under the laws of the State of New York, with offices for business in the County of Nassau.

5. That at all times hereinafter mentioned, the Companies have been and remain in the business of owning and operating pediatric dentistry offices throughout Long Island, New York.
6. That at all times hereinafter mentioned, defendant, ROBERT BENCIVENGA (“Bencivenga”) has been and remains a Certified Public Accountant with an office for business located in the State of New York, County of Nassau, and has served as the accountant for the Companies.
7. That at all times hereinafter mentioned, defendant, GABY MORGAN (“Morgan”), has been and remains a resident of the State of New York, County of Nassau, and has served as the book keeper for the Companies.
8. That in 2004, Savel and MKS were married and resided together as husband and wife in a family setting for many years.
9. That as a result of the marital relationship, Savel and MKS enjoyed a close, confidential, and fiduciary relationship in which Savel felt secure in trusting the good words and deeds of MKS.
10. That MKS has been and remains a duly licensed dentist in the State of New York and specializes in pediatric dentistry.
11. That at a point in time, during which MKS was merely an employee in a small, garden-variety dental practice, MKS realized that she would never be made a partner.
12. That in 2006, Savel, a successful entrepreneur and businessman, discussed with MKS the possibility of starting a pediatric dental business together using her professional license.
13. That MKS was receptive to Savel’s proposal, given that she had no opportunity for career growth at her

job.

14. That Savel and MKS agreed that their venture would be an equal partnership, with each being entitled to fifty percent (50%) of all proceeds, profits, income and equity derived from the Companies.
15. That in reliance on MKS' representations concerning the equal partnership and in further reliance on MKS being a faithful and loving wife in a continuing marriage, Savel sold NDX, a business started before the marriage and held in his name alone, in order to build and support the business that him and MKS were going to organize.
16. That from the proceeds of the sale of NDX, Savel contributed \$500,000 to the creation and growth of the business, and to pay for daily necessary business expenses.
17. That from the outset, Savel expended enormous time, energy, efforts and resources in developing, managing, and growing the business. Conversely, MKS, who was twenty-nine (29) years old at the time and had only recently graduated from dental school, had no experience developing or managing a business, and contributed only minimal and marginal efforts to the enterprise.
18. In 2006, Kiddsmiles DDF PLLC, located at 1476 Deer Park Avenue, North Babylon, New York, opened for business.
19. Savel also contributed his many years of experience and expertise in the formation and operation of new businesses, construction management, financing, business connections, developmental skills, and more, in the development and creation of this first dental office and in all subsequent offices.
20. That Savel and MKS opened a second office, Kiddsmiles DDS II, PLLC, located at 1201 Northern Boulevard, Manhasset, New York, in or about October, 2007.
21. That Savel and MKS opened a third office, Kiddsmiles DDS III, located at 315 Main Street, Holbrook, New York in or about 2009.

22. That Savel and MKS' fourth office, Kiddsmiles DDS IV, PLLC, located at 2211 Merrick Road, Merrick, New York, was opened in or about 2011.
23. That a fifth office, Kiddsmiles V PLLC d/b/a Kiddsmiles Pediatric Dentistry, located at 25 South Oyster Bay Road, Syosset, New York, was by opened by Savel and MKS in or about October 2013.
24. That Savel was involved and instrumental in all facets of developing each of the Companies, including, but not limited to, negotiating the bank loans, negotiating and securing the leases, designing the space and hiring the general contractors, and but for his efforts, the Companies never would have been a success, and would never have existed at all.
25. That Savel secured financing for equipment, and ordered all the supplies required to run the businesses, as well as hired the majority of the staff and negotiated all of their salaries, and assumed full control at all times for managing the day-to-day affairs of the Companies.
26. That under New York State Law, a non-medical professional is not permitted to be listed as a member or officer of a PLLC. For this reason alone, the Companies were formed under MKS' name alone. Nevertheless, the parties agreed that the profits and proceeds earned would be divided equally between Savel and MKS, irrespective of ownership title, and in fact they were distributed equally.
27. That in addition to his investments of time, effort, expertise, experience and monies to the Companies, Savel became a joint guarantor on the Companies' loans, which total approximately \$2.5 million dollars.
28. That until May, 2014, Savel was employed as the Chief Financial Officer of the Companies at an annual salary of \$381,420.00, in addition to his distribution of profits and benefits.
29. That Savel spent nine (9) years making the businesses the overwhelming successes they are today, foregoing other money making ventures and endeavors, while MKS infrequently performed garden-variety dental services, but otherwise played no role in the financial affairs of the Companies.

30. That to date, the businesses generate approximately \$8 million dollars per year in gross revenues, with approximately \$2 million dollars in net profits per year. Much of the success of the pediatric dentistry franchise is due to their participation in New York State insurance plans, which Savel insisted upon, over MKS' objections.
31. That MKS's involvement in the creation, development, and management of each business was *de minimus*. MKS has had no involvement whatsoever in the day to day operations of the business. In direct contrast, every bill, invoice and payment (whether to vendors, landlords, insurance companies, bank loans, or suppliers) were approved by and went through Savel.
32. That the Companies employ ten (10) pediatric dentists. Despite being the named owner, MKS' total financial contribution resulting from her work production constitutes less than 5% of the total business revenues, as she only works at most two (2) days per week.
33. That from the inception of the venture, Savel worked full-time for all of the Companies as an employee, officer and manager, earned his sole livelihood therefrom, and overwhelmingly contributed to their success.
34. That Savel was responsible for the development and success of each and every office, wherein he managed the daily operations of all five (5) locations. Savel worked full-time (and significant overtime hours) visited each and every location at least weekly, and communicated with the practice manager, Nicole Barreca, the managers in each office, and bookkeeper Morgan on a daily basis.
35. That Savel was responsible for responding to issues and answering questions about supplies, payroll, banking, staff issues, and more. Savel reviewed the production reports from each office each and every day.
36. That SCC is a business consulting company wholly owned and operated by Savel.

37. That prior to May, 2014, SCC was bringing in no less than \$12,000 per month in consulting contracts with orthodontists and/or medical professionals.
38. That these orthodontists and/or medical professionals also maintained business relationships with MKS and the Companies, wherein MKS and the Companies made numerous and ongoing patient referrals to same.
39. That in exchange for MKS and the Companies' substantial patient referrals, these orthodontists and/or medical professionals, named herein as defendants, JOHN DOE NOS. "1" through "5", executed rental agreements with the Companies. The rental payments were deposited exclusively with SCC. MKS was always fully aware of all such orthodontists, contracts, and payments.
40. That these rental agreements were executed to give an appearance of propriety for what were, in reality, kickbacks for patient referrals which were received as a result of an active conspiracy between MKS, Morgan, and the JOHN DOE Defendants.
41. That in or around 2014, Savel discovered MKS was having an extra-marital affair with a married paramour.
42. That in or around May, 2014, the parties had a heated argument regarding the continuation of MKS's affair.
43. That as a result of the parties' failing marriage and breach of the promises and agreements by MKS, MKS created a fraudulent scheme, together with her co-conspirators, to oust Savel from the management of the Companies, and to deprive him of his share of the income, equity, profits, and benefits of the Companies, as well as to deprive him of the stream of income that he had been receiving through SCC.
44. That on May 19, 2014, Savel received a letter from MKS terminating his employment with the Companies. As an integral part of her scheme, Defendant prohibited the Plaintiff from entering any of

the five (5) business locations and sought to enjoin Savel from receiving any business income or funds and from taking any part in the affairs of the Companies.

45. That upon terminating Savel's employment with the Companies, MKS directed JOHN DOE NOS. "1" through "5" to terminate their business relationship with SCC, and hereby breach existing contractual agreements and pre-existing the creation of new agreements.
46. That immediately after Savel's employment with the Companies was terminated, JOHN DOE NOS. "1" through "5" in fact terminated their business relationship with SCC, and stopped making payments directly to SCC, thereby depriving Savel of thousands of dollars in monthly income.
47. That upon information and belief, MKS and the Companies have renegotiated contracts with JOHN DOE NOS. "1" through "5".
48. That in furtherance of the scheme, MKS filed a false petition in the Family Court, Nassau County, seeking an Order of Protection against Plaintiff, which she received.
49. That MKS not only misused this Order of Protection to exclude Savel from the business' offices, but also usurped total control over the Companies of the partnership, completely stopped the flow of information regarding these Companies to Plaintiff, and instead of distributing his share of the income to Plaintiff, kept it for herself.
50. That MKS has not provided an accounting of the Companies' income and affairs, nor has she explained what happened to the money the businesses were receiving, nor the current disposition of their assets, despite due demand by Savel and SCC for same.
51. That upon information and belief, MKS and the Companies ceased depositing business funds into SCC's account in order to defraud Savel and unlawfully deny him his rightful share of the Companies' income, profits and proceeds.

52. That upon information and belief, the funds rightfully owed to Savel and/or SCC have been used to pay MKS' personal expenses, as well as the debt of the Companies.
53. That MKS terminated Savel's employment with the Companies with the purpose and intent of denying Savel his rightful share of the proceeds and profits derived from the businesses.
54. That MKS knew that had Savel known about her extra-marital affair, he would not have dedicated his time, energy, effort, and resources to the development and management of the Companies.
55. That MKS terminated Plaintiff's employment with the Companies as a result of spiteful malice, and ill-will and in retaliation for Savel's discovery of MKS' extra-marital affair and his confrontation with MKS over the same.

FIRST CAUSE OF ACTION FOR CONSTRUCTIVE TRUST

56. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "55" of this Complaint with the same force and effect as if fully set forth at length herein.
57. The Plaintiff and Defendant had a confidential and fiduciary relationship by virtue of their marriage and financial partnership.
58. From the time the first business was created, and at the creation of each subsequent business/office, Defendant promised Plaintiff that despite Defendant being listed as the sole owner of the business, said fact was not representative of the reality of the ownership interests, but rather a formality in compliance with New York State law. Defendant promised that the business was an equal partnership, that Savel had vested rights and interests in the pediatric dentistry business and property, and that his rights would continue, as would their marriage and MKS' status as a faithful and loving wife.
59. In reliance on the confidential and fiduciary relationship between Savel and MKS, and upon MKS' promises, both express and implied, during the period of their marriage, Savel transferred time, energy,

effort, money, experience, and expertise with incalculable value, including funds of over \$500,000, to MKS and the Companies.

60. MKS breached her express and implied promises to Savel by terminating Plaintiff's employment and shutting Plaintiff out of the operations of the businesses, thereby leaving her unjustly enriched.
61. That by reason of the foregoing, a constructive trust should be imposed upon MKS' ownership interests in the Companies, as well as upon the equity in and assets of the Companies.

SECOND CAUSE OF ACTION FOR UNJUST ENRICHMENT

62. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "61" of this Complaint with the same force and effect as if fully set forth at length herein.
63. As fully outlined above Savel conferred a benefit upon MKS and the Companies in good faith, the retention of which would be unjust.
64. Defendants in fact accepted the time, energy, efforts, and resources proffered by Savel.
65. That by reason of the foregoing, Savel is entitled to judgment against the Defendants for a sum to be determined by the Court, but in an amount of no less than \$5,000,000.00.

THIRD CAUSE OF ACTION FOR MONEY HAD AND RECEIVED

66. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "65" of this Complaint with the same force and effect as if fully set forth at length herein.
67. MKS and the Companies have received funds rightfully due and owed to Savel that would be inequitable for MKS and the Companies to retain possession of.
68. That by reason of the foregoing, Plaintiffs are entitled to judgment against the Defendants for a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00.

FOURTH CAUSE OF ACTION FOR CONSPIRACY

69. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "68" of this Complaint with the same force and effect as if fully set forth at length herein.
70. The Defendants aided, abetted and conspired to misappropriate Savel's partnership opportunities (equity and profits) and financial interests in the Companies.
71. Defendants aided, abetted and conspired to divert and/or unlawfully interfere with Savel's employment with the Companies without just cause for same.
72. Defendants aided, abetted and conspired to interfere with and ultimately terminate SCC's business relations with JOHN DOE NOS. "1" through "5".
73. The acts in furtherance of the conspiracy include, but are not limited to: terminating Savel's employment without just cause, filing a fraudulent Petition in Family Court seeking an Order of Protection against Savel preventing him from visiting the Companies, and halting deposits of funds in SCC's account, as was ordinarily done in the normal course of business, and ordering John Does 1 through 5 to terminate their business relationships with SCC.
74. MKS and the Companies benefitted from said conspiracy by unlawfully retaining funds that rightfully belong to Savel and using same for MKS' personal expenses and repayment of the debts of the Companies.
75. That by reason of the foregoing, Plaintiffs are entitled to judgment against the Defendants for a sum to be determined by the Court, but in an amount of no less than \$5,000,000.00.

FIFTH CAUSE OF ACTION PURSUANT TO NEW YORK PUBLIC HEALTH LAW §238-A

76. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "75" of this complaint with the same force and effect as if fully set forth at length herein.

77. MKS and the Companies violated 18 N.Y.C.R.R §§ 515.2(b), 518.1, Education Law §§6509-a and 6531, and New York Public Health Law §238-a by virtue of repeatedly and continuously accepting, receiving, and/or soliciting payments, remuneration, and/or other consideration in return for patient referrals.
78. John Does Nos. "1" through "5" violated 18 N.Y.C.R.R §§ 515.2(b), 518.1, Education Law §§6509-a and 6531, and New York Public Health Law §238-a by virtue of repeatedly and continuously by paying and/or providing payments, remuneration, and/or other consideration in return for patient referrals
79. The facts and circumstances regarding Defendants' unlawful conduct and professional violations will undoubtedly come to light during the matrimonial litigation between MKS and Savel.
80. Violations of 18 N.Y.C.R.R §§ 515.2(b), 518.1, Education Law §§6509-a and 6531, and New York Public Health Law §238-a will result in revocation of MKS' professional license, causing closure or forced sale of the Companies.
81. As a joint guarantor on the approximately \$2.5 million dollars in loans to the Companies, Savel will be jointly and severally liable for the outstanding loans to Defendant Businesses.
82. Closure or forced sale of the Companies will result in a monthly loss to SCC of thousands of dollars per month.
83. As a result of the foregoing, Plaintiffs have been damaged in the amount of \$2,500,000.00, in addition to the annual revenue Plaintiffs derived from Defendant Businesses.

SIXTH CAUSE OF ACTION FOR TORTIOUS INTERFERENCE
WITH CONTRACT

84. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "83" of this Complaint with the same force and effect as if fully set forth at length herein.
85. SCC had valid contractual agreements with John Does Nos. "1" through "5".

86. MKS knew about the existence of contractual agreements between SCC and John Does Nos. "1" through "5".
87. Upon information and belief, MKS, with spiteful malice and ill-will, expressly and/or impliedly procured John Does Nos. "1" through "5" breach of their contracts with SCC by intimidating, molesting, and/or threatening to withhold lucrative patient referrals to same unless they severed all ties to SCC.
88. As a result of MKS' intentional procurement of John Does Nos. "1" through "5" breach of contracts with SCC, Savel has been deprived of thousands of dollars per month in income.
89. That by reason of the foregoing, Plaintiffs are entitled to judgment against the Defendants for a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00.

**SEVENTH CAUSE OF ACTION FOR TORTIOUS INTERFERENCE
WITH EXISTING BUSINESS RELATIONS**

90. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "89" of this Complaint with the same force and effect as if fully set forth at length herein.
91. Savel had a business relationship with the Companies and John Does Nos. "1" through "5".
92. MKS knew that Savel was employed as the Chief Financial Officer of the Companies, and knew of the existing business relationship and connections between Savel and John Does Nos. "1" through "5".
93. MKS intentionally interfered with the business relationship between Savel and the Companies wherein MKS maliciously and unjustifiably terminated Savel's employment without just cause.
94. MKS intentionally interfered with the business relationship between Savel and John Does Nos. "1" through "5" by directing John Does Nos. "1" through "5" to sever all ties with Savel, and to forego any future business relations with him.
95. MKS' actions were carried out with the sole intention of harming Savel and SCC, and were based upon

malice and illegitimate motivations, inasmuch as there is a highly contested matrimonial action currently pending between Savel and MKS in the Supreme Court, Nassau County.

96. As a result of MKS' tortious interference with Savel's existing business relationships, MKS has destroyed Savel's livelihood. Savel earned an income of \$3,667.50 on a biweekly basis from Kid Smiles DDS, PLLC; \$3,667.50 on a biweekly basis from Kiddsmiles II, DDS, PLLC; \$3,667.50 on a biweekly basis from Kiddsmiles DDS 3, PLLC; \$3,667.50 on a biweekly basis from Kiddsmiles Pediatric Dentistry 4, PLLC. The foregoing totals \$14,670.00 gross biweekly. As such, same multiplied by twenty six (26) pay checks totals \$381,420.00 gross per year.
97. Furthermore, Due to MKS' malice-driven tortious interference, the Companies, of which MKS is listed as the sole owner and thus receiving one hundred percent (100%) of the profits and proceeds therefrom, MKS and The Companies are presently saving an additional \$381,420.00 gross per year as and for the salary Savel was paid as CFO.
98. As a result of MKS' tortious interference with Savel's existing business relationships, John Does Nos. "1" through "5" severed all ties with Savel, causing Savel to lose thousands of dollars per month in income as well as a loss of future business opportunities with John Does Nos. "1" through "5" .
99. That by reason of the foregoing, Plaintiffs are entitled to judgment against the Defendants for a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00.

WHEREFORE, Plaintiff demands judgment:

- A) On the First Cause of Action, imposing a constructive trust upon Defendant's assets,
- B) On the Second Cause of Action, in a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00;
- C) On the Third Cause of Action, in a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00;
- D) On the Fourth Cause of Action, in a sum to be determined by the Court, but in an amount of no less than of \$5,000,000.00;

- E) On the Fifth Cause of Action, , in a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00;
- F) On the Sixth Cause of Action, in a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00;
- G) On the Seventh Cause of Action, in a sum to be determined by the Court, but in an amount of no less than \$2,500,000.00; and
- H) Together with interest, the cost and disbursements of this action, and such other and further relief as to the Court may seem just and proper.

Dated: July 7, 2014

Yours, etc.,

THE LAW OFFICES OF ANTHONY A. CAPETOLA

By:


ANTHONY A. CAPETOLA, ESQ.

Attorneys for Plaintiffs

2C Hillside Avenue

Williston Park, New York 11596

(516) 746-2300

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NASSAU)SS.:
)

SCOTT SAVEL, being duly sworn, deposes and says that he is the individually named Plaintiff herein, that he has read the foregoing COMPLAINT and knows the contents thereof, and the same is true to his own knowledge, except as to those matters therein stated upon information and belief and, as to those matters, he believes them to be true.


SCOTT SAVEL

Sworn to before me this
9th day of July, 2014.

Jennifer Goer
Notary Public

Jennifer L. Garber
Notary Public - State of New York
Qualified in Kings County
Commission No. 02GA6285854
My Commission Expires 7/22/2017

Commissioner of the Superior Court
1000 - 1000 - Suite 1000
Anchorage, Alaska 99501
Commissioner of the Superior Court
1000 - 1000 - Suite 1000

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF NASSAU) SS.:

SCOTT SAVEL, being duly sworn deposes and says that he is the Chief Executive Officer of the Defendant Corporation herein, and he has read the foregoing **COMPLAINT** and knows the contents thereof, and the same is true to his own knowledge, except as to those matters therein stated upon information and belief, and, as to those matters, he believes them to be true.



SCOTT SAVEL

Sworn to before me this
9th day of July, 2014.



Notary Public

Jennifer L. Garber
Notary Public - State of New York
Qualified in Kings County
Commission No. 02GA6285854
My Commission Expires 7/22/2017

Jennifer L. Garber
Notary Public - State of New York

Jennifer L. Garber
Notary Public - State of New York

NYSCEF DOC. NO. 23
Index No.

Year

RECEIVED NYSCEF: 06/16/2017

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU****SCOTT SAVEL,**

Plaintiff,

- against -

**MICHELE K. SAVEL, KIDDSMILES DDS, PLLC,
KIDDSMILES DDS II, PLLC, KIDDSMILES DDS III,
KIDDSMILES DDS IV, KIDDSMILES V PLLC d/b/a
KIDDSMILES PEDIATRIC DENTISTRY, ROBERT
BENCIVENGA, GABY MORGAN, and JOHN DOE
NOS. "1" through "5", inclusive, the last five names being
fictitious and unknown to Plaintiff, the persons or parties
intended as being other participants and/or co-conspirators
in the events, circumstances, or causes of action asserted
herein,**

Defendants.

VERIFIED COMPLAINT**THE LAW OFFICES OF ANTHONY A. CAPETOLA***Attorneys for Plaintiff*

BUILDING C

TWO HILLSIDE AVENUE

WILLISTON PARK, NEW YORK 11596-2335

Phone (516) 746-2300

Fax (516) 746-2318*

*(This office does not accept service by fax)

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous, and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: July 9, 2014

Signature

Print Signer's Name - Anthony A Capetola, ESQ.

Service of a copy of the within

is hereby admitted.

Dated:

PLEASE TAKE NOTICE

that the within is a (certified) true copy of a
entered in the office of the clerk of the within named Court on

**NOTICE OF
ENTRY**

that an order of which the within is a true copy will be presented for settlement to the
Hon. one of the judges of the within named Court,
at , at M.

**NOTICE OF
SETTLEMENT****THE LAW OFFICES OF ANTHONY A. CAPETOLA***Attorneys for Plaintiff*

Building C

TWO HILLSIDE AVENUE

WILLISTON PARK, NEW YORK 11596-2335

Phone (516) 746-2300

Fax (516) 746-2318

Dated: