

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

ALAN J. ROSS, M.D.,
9061 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877

Plaintiff,

v.

ABOLGHASSEM M. GOHARI, M.D.
9601 SHADY GROVE COURT
GAITHERSBURG, MARYLAND 20877

Defendant.

Civil Action No. _____

Case:	219237
NEW CASE	
CV CLERK FEE-	80.00
MD LEGAL SERV	10.00
TOTAL	90.00
Rec'd MDGI	RCPT # 67481
NR FLN	BLK # 255
DEC 09, 2001	12:22 PM

COMPLAINT

Plaintiff, ALAN J. ROSS, M.D. (hereinafter "Plaintiff Ross"), sues Defendant, ABOLGHASSEM M. GOHARI, M.D. (hereinafter "Defendant Gohari, and alleges:

1. Plaintiff Ross is a Board Certified Medical Doctor with its principal place of business located in Gaithersburg, Montgomery County, Maryland 20877
2. Defendant Gohari, is a Board Certified Medical Doctor with its principal place of business located in Gaithersburg, Montgomery County, Maryland 20877.
3. On January 1, 1984 Plaintiff Ross and Defendant Gohari formed a partnership to engage in the practice of medicine. Uptown Women's Clinic was the name given to the Partnership. Uptown Women's Clinic was and is located at 9601 Shady Grove Court, Gaithersburg, Maryland 20877.

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4. On July 1, 1996 the said Partnership was Reformed. The name of the Partnership however, remained the same as mentioned in Paragraph Three. A copy of the Reformed partnership Agreement is attached hereto as Exhibit 1 and adopted herein by reference.

5. Paragraph 1 of the Reformed Agreement, entitled "Reformation of Partnership", states:

Accordingly, the parties hereby indicate their intention to continue the Partnership upon the mutual agreements set forth herein, as a general partnership for the purpose either in its own right or , together with others, as partners, or otherwise, of owning, developing, operating, leasing and otherwise dealing in and with the real property and improvements know as 9061 Shady Grove Court, Gaithersburg, Maryland 20877 and for the purpose of providing administrative, support and management expertise and personnel to the offices of Alan J. Ross, M.D. and A.M. Gohari, M.D. individually in their respective but independent medical practices. . . .

6. Each Partner/Doctor was engaged in practicing medicine independently.

7. Uptown Women's Clinic's business phone numbers was (301) 921-0500.

8. Any and all calls going to either Partner/Doctor would had to go through the Uptown Women's Clinic's phone numbers.

9. At all times, Defendant Gohari has been engaged in practicing medicine at other locations and entities in direct competition with the Partnership. Defendant Gohari practices medicine in Gaithersburg, College Park, and Camp Springs, Maryland.

Defendant Gohari has private phone numbers for each location that he practices medicine. His Gaithersburg phone numbers are (301) 921-0077 and 1(800) 335-1050; his College Park phone numbers are (301) 474-5300 and 1(800) 341-0004; and his Camp Spring phone numbers are (310) 423-3313 and 1(800) 699-7003.

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10. Pursuant to the Partners agreement, Defendant Gohari was delegated the duties, responsibilities, and fiduciaries of placing ads on behalf of the Partnership, for the sole benefit of the Partnership, in the Vega Hispanic Yellow Pages.

11. On or about May 2, 2000, Defendant Gohari started the process of placing an ad in the Vega Hispanic Yellow pages for the year 2000-2001--working out the design and content. There were numerous communication, correspondences, and proof verification exchanged between Defendant Gohari and Vega Hispanic Yellow pages regarding the ad. Copies of proof verifications are attached hereto as Exhibit 2 and adopted herein by reference.

12. During the course of the final approval of the ad, the relationship between Plaintiff Ross and Defendant Gohari had strained. Vega Hispanic Yellow pages mistakenly placed Defendant Gohari's private practice phone numbers, (301) 921-0077, in the Uptown Women's Clinic ad. From May 2000 through August 2000, Vega Hispanic Yellow Pages had sent numerous proof verification to Defendant Gohari with the mistaken phone numbers. Defendant Gohari knew or should have known that his private practice phone numbers were mistakenly placed in the Uptown Women's Clinic ad, but he refused to bring the mistake to the Vega Hispanic Yellow pages' attention and thus the ad was printed and disseminated with the mistaken phone numbers. See Exhibit 1.

13. The Partnership paid a sum of Seven Hundred Fifty Dollars (\$750.00), out of the Partnership account, for the said ad. A copy the check is attached hereto as Exhibit 3 and adopted herein by reference.

14. On or about October 1, 2000, the 2000-2001 Vega Hispanic Yellow Pages, 15th addition, were disseminated to the public. As soon as Plaintiff Ross found out about

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the mistaken phone numbers, he contacted Vega Hispanic Yellow pages and they replied back. Copies of Vega Hispanic Yellow Pages November 11th and December 28th, 2000 are attached hereto as Exhibit 4 and adopted herein by reference.

12. Portion of the December 28, 2000 Vega Hispanic Yellow Pages letter states: "In sum, we took full professional precaution to avoid error in your ad. I would like to repeat what I wrote on November 17. While we appreciate the difficulties the errors have caused, these were errors which you [Defendant Gohari] easily could have corrected at any point between May and August."

13. As a direct result Plaintiff Ross has been and is losing substantial amount of business, the amount of which is unascertainable at this time.

15. Defendant Gohari has been sent written notices to place a voice greeting on the (301) 921-0077 phone numbers, directing Uptown Women's Clinic's patient to the (301) 921-0500 phone numbers but Defendant Gohari has refused or failed to place such greeting. Copies of notices are attached hereto as Exhibit 5 and adopted herein by reference.

14. Plaintiff Ross has no adequate remedy at Law.

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COUNT I
INJUNCTION RELIEF- DEFENDANT GOHARI

15. Plaintiff Ross adopt by reference, pursuant to Md. Rule 2-303(d), Paragraphs 1 through 14 of this Compliant with same effect as if herein fully set forth.

WHEREFORE, Plaintiff Ross prays:

1. That this Honorable Court grant an injunction restraining Defendant Gohari from using his private practice phone numbers in the Uptown Women's Clinic's

ad for the sole benefit of his own private practice and to place a voice greeting on the (301) 921-0077 phone numbers, directing Uptown Women's Clinic patients to their doctor of choice.

2. That this Honorable Court award costs of this proceeding to Plaintiff.
3. That this Honorable Court grant such other and further relief as may be appropriate

Respectfully Submitted,



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THIS PARTNERSHIP AGREEMENT, Made this 1st day of July, 1996,
by and among ALAN J. ROSS, M.D. and A. M. GOHARI, M.D.,
(individually, a "Partner" and collectively, the "Partners").

W I T N E S S E T H

1. Reformation of Partnership. The parties previously formed a partnership known as Uptown Women's Clinic through which they intended to engage in the practice of medicine at 9601 Shady Grove Court, Gaithersburg, Maryland 20877 and to manage and lease the premises at 9061 Shady Grove Court, Gaithersburg, Maryland 20877. The parties allocated the fees earned from and the expenses attributable to the performance of their respective medical services between themselves based not on their equal ownership of partnership interests but on the actual services performed by each party, respectively. Nevertheless, the parties have shared allocated income and expenses attributable to the management and operation of such premises equally as Partners. Accordingly, the parties hereby indicate their intention to continue the Partnership upon the mutual agreements set forth herein, as a general partnership for the purposes, either in its own right or together with others, as partners, or otherwise, of owning, developing, operating, leasing and otherwise dealing in and with the real property and improvements known as 9061 Shady Grove Court, Gaithersburg, Maryland 20877 and for the purposes of providing administrative, support and management expertise and personnel to the offices of Alan J. Ross, M.D. and A. M. Gohari, M.D. individually in their respective but independent medical practices.

Exhibit

1

The Partnership may engage in other activities as may be desirable, necessary, incidental or convenient to carry out the business of the Partnership as contemplated by this Partnership Agreement. The parties acknowledge that they hold title to the subject premises, as Partners, subject to this Partnership Agreement.

2. Name. The name of the Partnership shall be hereafter known as "Uptown Women's Partnership", or such other name as the Partners may adopt from time to time (the "Partnership").

3. Principal Office. The principal office of the Partnership shall be located at 9061 Shady Grove Court, Gaithersburg, Maryland 20877 or elsewhere as the Partners may designate from time to time.

4. Term. The Partnership, as reformed, shall begin effective as of July 1, 1996, and shall continue until terminated as hereinafter provided.

5. Capital. The Partners shall each have separate capital accounts at all times; no interest shall be paid to either Partner on his capital account or on any undistributed Partnership profits.

6. Capital Contributions. As initial contributions to the capital of the Partnership, each Partner has contributed equally to the capital of the Partnership, the amount set forth among the books and records of the Partnership.

In addition, the Partners shall each contribute to the Partnership, from time to time, such additional capital as may be required, from time to time, provided, both Partners agree to make

such additional contribution(s). At all times during the existence of the Partnership, the capital accounts of both Partners shall be maintained equally. If a Partner has a debit balance in his capital account, it shall be deemed a debt due by him to the Partnership, payable upon demand of the Partnership.

7. Profit and Loss. The net profits of the Partnership shall be divided equally between the Partners and the net losses, if any, shall be borne equally by the Partners.

8. Drawing Accounts. The Partners shall each have separate drawing accounts as may be agreed from time to time by the Partners.

9. Expenses. All expenses incidental to the Partnership business including, but not limited to, mortgage or other debt payments, supplies, premiums for business insurance, salaries and wages of administrative employee(s), if any, and such other administrative and overhead expenses, as the parties shall agree, from time to time, shall be paid by the Partnership.

10. Management, Duties and Restrictions. Each Partner shall devote such of his time to the Partnership business as the Partners shall agree from time to time.

The affairs of the Partnership shall be conducted by both of the Partners. All decisions made with respect to the management and policies of the Partnership, shall be by unanimous vote of both Partners.

One (1) Partner may be selected by the Partners from time to time to serve as "Managing Partner" to administer the general affairs of the Partnership and to carry out and put into effect the general policies and specific instruction of the Partners.

11. Bank Account(s). All receipts of the Partnership are to be deposited in its name in such account or accounts as may be designated from time to time by the Partners. Withdrawals therefrom shall be as agreed upon by both Partners.

12. Books. The Partnership books and records shall be maintained at the principal office of the Partnership and each Partner shall at all times have full access thereto. The books shall be kept on a cash basis for each calendar year and shall be closed and balanced at the end of each calendar year. An audit of said books shall be made by an independent accountant as of the end of any calendar year upon written request of either Partner. The cost of such independent audit, if any, shall be borne by the Partner requesting the same.

13. Withdrawal Of Partner. In the event either Partner desires to withdraw from the Partnership at any time, he shall give written notice of such intention to the other Partner and the Partnership shall be dissolved pursuant to the provisions of Paragraph 17 hereof.

14. Death of Partner. Upon the death of a Partner, the surviving Partner shall pay to the estate of the deceased Partner,

in full satisfaction of the Partnership interest of such deceased Partner, the following:

(a) The net balance of his capital account as it appears on the books of the Partnership as of the most recent accounting date, plus or minus his share of the profits and losses from the most recent accounting date to the date of death, reduced by withdrawals during such period, if any, as disclosed by the Partnership books, adjusted, however, as hereinafter set forth.

In making the foregoing determinations, the fair market value of all tangible assets owned by the Partnership at the date of death shall be substituted for the book value thereof as appearing on the Partnership books. The deceased Partner's interest in the foregoing real property shall be valued for the purposes hereof by substituting the fair market value thereof as at such date for the book value thereof.

Such sum, as determined, shall be paid to the estate of the deceased Partner, in cash, together with interest at the rate known as the "Wall Street Journal Prime Rate", in sixty (60) equal consecutive monthly installments of principal and interest, the first of which shall be due and payable sixty (60) days after the date of death.

Upon the determination of such sum due the estate of the deceased Partner, the surviving Partner shall execute his Promissory Note to the estate of such deceased Partner. The payment of such Note shall be secured by a recorded lien upon the

assets of the Partnership including the foregoing property. Upon the execution of such Note, the estate of the deceased Partner shall have no further claim against the surviving Partner or the Partnership or its assets and no further interest in the Partnership business. The share of Partnership profits and losses applicable to the deceased Partner shall be allocated unto the surviving Partner.

15. Negligence. Except to the extent that the Partnership is insured against liability, a Partner guilty of negligence or wrongdoing shall reimburse the Partnership or the other Partner, as the case may be, for damages sustained by it or him as a result of such negligence or wrongdoing.

16. Bankruptcy of Partner. If either Partner is adjudicated a bankrupt or insolvent by any court of competent jurisdiction, or if any such court enters any order, judgment or decree finally approving any petition against either Partner seeking reorganization, liquidation, dissolution or similar relief, or a receiver, trustee, liquidator or conservator is appointed for all or substantially all of such Partner's assets and such appointment is not vacated within ten (10) days after the appointment, or if either Partner seeks or consents to any of the relief set forth above or files a voluntary petition in bankruptcy or insolvency or makes an assignment of all or substantially all of his assets for the benefit of his creditors or admits in writing of his inability to pay his debts generally as they come due or if any Partner's

interest in the Partnership is attached or any lien is filed against such interest, such Partner shall be deemed to have died as of the date of such action. The value of that Partner's interest in the Partnership shall be determined and shall be paid to him in accordance with the provisions of Paragraph 14 hereof.

17. Voluntary Dissolution. The Partnership shall be dissolved upon the demand of either Partner, in which event the Partners shall proceed with reasonable promptness to liquidate and terminate the Partnership business. No such dissolution, however, shall reduce the obligations of the Partnership or of either Partner to the estate of a previously deceased Partner. In the event of dissolution hereunder, the Partners shall be responsible equally for performance and satisfaction of the Partnership debts and obligations.

18. Debts of Partners. Each Partner shall punctually pay his separate debts and hereby indemnifies the other Partner and the capital and property of the Partnership against his separate debts and all expenses relating thereto. Any debt, liability or cause of action incurred by either Partner by reason of his participation in the business of the Partnership shall be borne by both Partners equally, and each Partner hereby indemnifies the other Partner against any failure of performance or breach hereunder.

19. Amendments. No amendment or modification of the terms of this Partnership Agreement shall be valid unless made in writing and signed by both the Partners.

20. Miscellaneous

(a) All determinations required hereunder, including the determination of sums due a deceased or bankrupt Partner as provided in Paragraphs 14 or 16 hereof, shall be made by the certified public accountant then employed by the Partnership in accordance with accounting practices regularly applied by the Partnership, and in cases not covered by such practice, in accordance with generally accepted accounting principles. In making adjustments for the fair market value of the assets of the Partnership, such accountant shall rely on and use the written appraisal of an appraiser selected by him or her for such purposes, at the expense of the Partnership.

Any party aggrieved by any determination of the certified public accountant, as aforesaid, shall have the right to arbitrate such determination in accordance with the provisions of subparagraph (b) of this Paragraph 20.

(b) Any controversy or claim arising out of or relating to this Partnership Agreement, or to the interpretation, breach, or enforcement thereof, shall be submitted to arbitration in Washington, D. C. in accordance with the rules then obtaining of the American Arbitration Association and the decision of the American Arbitration Association in such matter shall be final, binding, and conclusive on all parties hereto for all purposes, and judgment may be entered thereon in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Partnership Agreement to be duly executed, effective as of the day and year first above written.

WITNESS:

Almond J. Noble

Alan J. Ross, M.D. (SEAL)

Almond J. Noble

A. M. Gohary, M.D. (SEAL)



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Exhibit

2



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12-10-99		Full Page	2200	DISCOUNT \$700.00	\$1,500.00	
12-10-99 5-8-2000	master card 4385			\$750.00 \$750.00		
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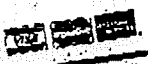
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 1-800-341-0004
CAMP SPRINGS
(301) 423-3313
 5625 Allentown Rd., Suite 203
 Llamada Gratis; 1-800-699-7003



Uptown Women's Clinic

Procedimiento Sin Dolor
Terminación del Embarazo

GINECÓLOGOS EXPERIMENTADOS Y CERTIFICADOS
SERVICIO DE CONSULTACIÓN TELEFÓNICA PARA EMERGENCIAS LAS 24 HORAS
 Estrictamente Confidencial. Examen Aquí por el Médico. Ayuda



(301) 921-0500
(800) 941-0500
Se Habla Español

9061 Shady Grove Ct, Gaithersburg, MD

BAJO LA MISMA ADMINISTRACIÓN

Tele

We Speak Three International Languages... ENGLISH, SPANISH & BUSINESS™

BILLING ADDRESS

ADVERTISER'S BUSINESS NAME: Metropolitan & Family Planning PHONE: 301-474-5300

BILLING ADDRESS: 5915 Greenbelt Road FAX: _____

CITY: College Park STATE: MD ZIP: 20740 E-MAIL: _____

CONTACT: A.M. Gohari TITLE: owner ADVERTISING CONSULTANT: GRACIELA VEGA

BOOK #	AD SIZE	UDAC	HEADING / CLASSIFICATION	PUB. YR.	N.	R.	U.	AD RATE	AGENCY	NET COST
DCMD 15	FULL FP		Clinicas	00	R			2,200	700	1,500
DCMD 15	LIST BL		"	00	R			120	120	N/C
DCMD 15	LIST BL		UPTOWN Women's Clinic		R			120	120	N/C
NOVA 15	LIST BL		Metropolitan	00	R			120	120	N/C
NOVA 15	LIST BL		UPTOWN Women's	00	R			120	120	N/C
NOVA 15	LIST BL		"	00	R			120	120	N/C

VISA **Master** **AMEX**

CHARGE AMOUNT \$ 750.00

5490 9922 5100 1636

FATENEH Z. GOHARI 4/30/01

NAME AS IT APPEARS ON CREDIT CARD EXPIRATION DATE

AUTHORIZATION # _____

ADVERTISER'S AUTHORIZED SIGNATURE X A.M. Gohari

MANAGER'S APPROVAL → [Signature]

ADVERTISING VALUE: 2,680 / 1,800 / 1,500

ACCOUNTING INFORMATION

CHECK # MasterCard TR REP HISPANIC OWNED? YES NO

PAYMENT INFORMATION

PAYMENT OF \$ 750.00 IS DUE

ON OR BEFORE proof

APPROVED BY: [Signature]

PHOTO: _____

SUB TOTAL: 1,500

NET DUE: 1,500

DEPOSIT: 750.00

BALANCE: 750

IF MAKE CHECK PAYABLE TO VEGA & ASSOCIATES OR HISPANIC YELLOW PAGES

MONTH DAY

8-DAY: _____

LISTING INFORMATION IF DIFFERENT FROM BILLING ADDRESS

ADVERTISER'S BUSINESS NAME: Same

ADVERTISER'S ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

* DCMD UPTOWN WOMEN'S CLINIC
7061 SHADY GROVE C
* NOVA FAITHESBORG, MD
301 921 0500

BEHALF OF THE ADVERTISER, HEREBY AUTHORIZE VEGA & ASSOCIATES TO PRINT THE AD DESCRIBED ON THE SHEET (ATTACHED) AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS ADVERTISING CONTRACT

ADVERTISER'S AUTHORIZED SIGNATURE: A.M. Gohari DATE: 12-10 99

VEGA & ASSOCIATES SALES REPRESENTATIVE: Graciela Vega

ly to enter into this contract on behalf of the advertiser, and (2) agrees to indemnify and defend The Hispanic Yellow Pages and its agents from any and all damages, (including attorney's fees) arising out of any breach of this representation and warranty.

2. ADVERTISER'S WARRANTIES AND RESPONSIBILITIES - The Advertiser warrants that he/she is authorized and has the right: (1) to provide the product or service to be advertised, (2) to use any copy, illustration, personal or corporate name copyrighted material trade names, trade marks, etc. to be published under this contract; and agrees to indemnify and defend The Hispanic Yellow Pages and its agents from any and all damages, (including attorney's fees) arising out of any breach of this representation and warranty.

NOTE: should the signer cease employment with the advertiser, the advertiser shall be liable and responsible for the full amount (NET DUE) specified on the front of this Advertising Contract.

3. ACCEPTANCE BY THE HISPANIC YELLOW PAGES - For each issue, The Hispanic Yellow Pages will be bound by this Advertising Contract when: (1) the Advertiser has provided the publisher with the art work in a timely fashion, (2) the Advertiser has paid the publisher any charges which are due in advance of publication of the issue. In addition, all advertising is subject to Publisher's acceptance. The Hispanic Yellow Pages shall have, in its sole discretion, the right to reject for any reason whatsoever, any or all of the advertising copy, illustrations or language submitted in the "Copy Sheet" for publication by the Advertiser.

4. PUBLISHER'S PREROGATIVE - The Hispanic Yellow Pages does not represent or warrant: (1) that advertising will appear on a particular page or at a particular position on a page; or (2) that advertising will appear in a particular position relative to other advertising within a section of the directory. The Hispanic Yellow Pages reserves the right to exercise the usual publisher's prerogative including, but not limited to details relating to type face and style, use of screens and adjustments in layout of advertisements. The Hispanic Yellow Pages, can, in its sole discretion, determine the circulation period or duration of any issue of any directory, which shall ordinarily be for a period of approximately one year, subject to reasonable variances in delivery. Advertiser understands that the directory is picked up from distribution points in the area and is not mailed to households. Any art work, photo print, copy or illustration created by The Hispanic Yellow Pages or its representative for use in a directory, shall be the property of The Hispanic Yellow Pages, subject to the prior copyright or trademark rights of another person, and may be republished by The Hispanic Yellow Pages in other products and/or media.

5. LIMITATION OF PUBLISHER'S LIABILITY FOR ADVERTISING ERRORS OR OMISSIONS - The Hispanic Yellow Pages liability for damages resulting from errors in or omissions of the advertising covered by this contract, shall be limited to the amount paid by the Advertiser for the display ad. The Advertiser agrees to waive any claim for damages recoverable in contract and tort and whether resulting from the negligence of The Hispanic Yellow Pages, its agents, employees, representatives or assigns otherwise, to the extent that damages exceed the amount recoverable by the advertising under the preceding sentence. In the event that any item of advertising omitted or is printed with an error, the following schedule shall apply:

- a) Main wrong number..... 100% of amount paid refunded, or full credit issued for the upcoming directory.
- b) Wrong alternate phone number..... 25% of ad refunded or a credit issued for the upcoming directory.
- c) Wrong address..... 25% of ad refunded or a credit issued for the upcoming directory.
- d) Incorrect spelling of a word.....None.
- e) Incorrect FREE listing.....None.

6. REVIEW OF PROOFS - The Hispanic Yellow Pages shall allow the Advertiser to review printed proofs of advertising for a new display advertising submitted in a timely fashion. However, The Hispanic Yellow Pages shall not relieve the Advertiser of its obligations hereunder. If corrections are necessary, it is the Advertiser's responsibility to send any corrections in writing to the publisher. There is a charge of \$25 for customer initiated changes.

7. PAYMENT & TERMINATION - Advertiser agrees to pay 50% with this Advertising Contract and 50% upon receiving the ad proof, unless a payment plan is described in the front of the contract. After 3 days, this contract is not subject to cancellation by the Advertiser. If a cancelation is to take place, the advertiser must notify the publisher (within the 3-day period) in writing and by certified mail. Failure to provide the publisher copy information at a reasonable time before publication, constitutes breach of contract and the full balance shall become due and payable. Advertiser shall be liable for all Publisher's expenses associated with the sale, including sales commissions, layout, design, printing costs, court costs, lost profits, attorney's fees and all accrued service charges. If Advertiser fails to pay the balance due according to the terms and conditions herein, he/she shall also be liable for payment of collection costs and attorney's fees incurred. There shall be a \$25 fee charged for all returned checks. A 1.5% interest shall be added to balances after 30 days from publication date. If Advertiser has a previous balance, any payments received by Publisher shall be applied towards the oldest unpaid balance.

ENTIRE AGREEMENT - This Advertising Contract, and any copy layout contained in the "Copy Sheet" approved by the Advertiser in connection with these terms and conditions, shall constitute the entire contract between The Hispanic Yellow Pages and the Advertiser. The Hispanic Yellow Pages shall not be bound by any representation, understanding or agreement not expressly set forth in writing in this Advertising Contract. The advertising sales representative of The Hispanic Yellow Pages has no authority to make any changes in the terms and conditions of this Advertising Contract.

DC/MD 15th Edition

THIS IS A PROOF OF YOUR YELLOW PAGES ADVERTISING

MAKE CORRECTIONS DIRECTLY ON THIS SHEET. PLEASE SIGN, DATE AND RETURN THE PROOF IN THE SUPPLIED ENVELOPE OR BY FAX NOT LATER THAN: 8-21-2000

Full Page

metropolitan family planning institute, inc.

gv-23761

CLINICAS-PLANIFICACION FAMILIAR

Red Ink *

* Red Ink is available at an additional charge. Should you desire to add red ink to your ad, Please contact our office.

O.K.

To Print _____

SIGNATURE

O.K.

With Changes _____

SIGNATURE

We assume NO responsibilities for errors or omissions that are not brought to our attention at this time. Should you fail to return this signed form we will assume your AD is correct and it will go to print as shown.

Vega & Associates
 3040 WILLIAMS DR., SUITE 404
 FAIRFAX, VA 22031

INVOICE
 DC/MD 15th Edition

METROPOLITAN FAMILY PLANNING INSTITUTE, INC.
 Dr. A. M. Gohari
 5915 Greenbelt Rd.
 College Park MD20740

ACCOUNT 15 DC/MD	GV-23761 - 214
INVOICE DATE	8/24/2000
PURCHASE ORDER	

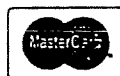
DATE	CHECK #	DESCRIPTION	CHARGES	CREDITS	BALANCE
12-10-99		Full Page	2200	DISCOUNT \$700.00	\$1,500.00
12-10-99	master card			\$750.00	
5-8-2000	4385			\$750.00	
					\$0.00
TERMS: INVOICE PAYABLE UPON RECEIPT					
PLEASE MAKE CHECKS PAYABLE TO THE HISPANIC YELLOW PAGES					
					AMOUNT DUE
					\$0.00

PLEASE PAY THIS AMOUNT \$

Please detach this part and send this along with your payment

METROPOLITAN FAMILY PLANNING INSTITUTE, INC.
 Dr. A. M. Gohari
 5915 Greenbelt Rd.
 College Park MD20740

SEND TO: VEGA & ASSOCIATES
 3040 Williams Dr., Suite 404
 Fairfax, VA 22031



ACCOUNT (DC/MD15TH)	GV-23761
INVOICE DATE	8/24/2000
AMOUNT REMITTED	
CHECK NUMBER	

Charge my credit card No:

AMT. \$ _____ EXP. _____

SIGNATURE



December 28, 2000

Dr. A. M. Gohari
Metropolitan Family Planning Institute, Inc.
5915 Greenbelt Road
College Park, MD 20740

Dear Dr. Gohari:

On December 21 Anthony Fatemi, counsel for Dr. Alan J. Ross of the Uptown Women's Clinic, told a member of my staff that in a conversation with you on November 20 you had insisted that the responsibility for the problem in your advertisement is ours. Mr. Fatemi said that in his November 20 conversation with you, you had made no mention of the letter I faxed to you on November 17.

Therefore, I have concluded it would be appropriate for me to write you again, this time via certified mail, return receipt requested, enclosing a copy of the November 17 letter, plus a copy of the proofs we faxed to you in May and again in August. You will note that the date and time of the receipt of the faxes are at the top of each page.

In addition, I would also like to point out that from the outset this ad always has been contained within a full-page "box" which reinforces to the reader the notion that these two "entities" are, in fact, one that is "under the same administration."

Moreover, our proof verification sheet which was sent to you in May and again in August clearly states: "We assume no responsibilities for errors or omissions that are not brought to our attention at this time. Should you fail to return this signed form we will assume your ad is correct and it will go into print as shown."

In sum, we took full professional precaution to avoid error in your ad. I would like to repeat what I wrote on November 17. While we appreciate the difficulties the errors have caused, these were errors which you easily could have corrected at any point between May and August.

Please share my two letters and the enclosures with the Uptown Women's Clinic promptly. If you have any questions about the factual chronology of this matter, please convey them to me in writing promptly. Otherwise, I shall expect you to resolve this matter exclusively with your associates at Uptown Women's Clinic. Dr. Ross is pressing

Exhibit
4

11/17/00

Dr. A.M. Gohari
Metropolitan Family Planning Institute, Inc.
5915 Greenbelt Rd.
College Park, MD 20740

Dear Dr. Gohari:

In response to your inquiry about the problems with your ad in the current issue of our DC/Maryland-15 directory we, first of all, would like to begin with a chronology of the sequence of events which we have put together from the documents in our file. a copy of these is enclosed with this letter.

On May 2 we received a fax from you of an early proof of the ad. It had a notation inserting the 800 number of your College Park office, 1-800-341-0004 as well as a marginal notation in the right margin of the lower ad. There may have been some telephone contact between May 2 and May 5, but we have no record of that.

On May 5 Yvonne Miranda wrote a cover note about the changes including the addition of your Gaithersburg office.

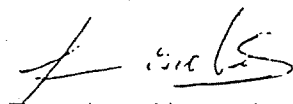
On May 8, according to our date and time stamp, we received in the mail the note from Ms. Miranda together with two pages of proofs of the ad in Spanish as well as a copy of an English version apparently from some other publication. Those changes showed your address to be identical to that of the Uptown Woman's Clinic. No mention was made of the suite number at 9061 Shady Grove Court. The only suite number in the ad was that of the Camp Springs office. At the same time the last line of the ad on the bottom of the page says "bajo la misma administracion" which translates as "under the same administration."

There are changes on a proof including a "sticky note" written in red which we made changing the telephone numbers for the Uptown Women's Clinic in the mistaken belief that your office and that of Uptown Women's Clinic were the same since both of you were "under the same administration."

On May 15 we faxed to you the revised ad clearly showing the erroneous phone numbers for Uptown Women's Clinic. We have no record of a reply. On August 23 we faxed to you another copy of the same proof. This time we included our standard Proof Verification sheet. However, we apparently recieved no signed verification back.

In sum, Yvonne Miranda explicitly requested proof on May 5. However, when we faxed them in May and again in August, there was no response from your end. The contract signed on 12/10/99 shows your company to be the contracting party, not the Uptown Women's Clinic. While we appreciate the difficulties the errors have caused, these were errors which you easily could have corrected at any point between May and August.

Sincerely,



Francisco Vega, Jr.
President, CEO

FV/hyp

IN THE CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND
50 Maryland Avenue, Rockville, MD 20850

ALAN ROSS,
Plaintiff

v.

ABOLGHASSEM GOHARI,
Defendant

Civil No. 219237

CONSENT ORDER AND FINAL JUDGMENT

UPON CONSENT of the parties on this 20th day of June, 2001, the following consent order and final judgment is hereby entered.

1. Between June 21, 2001 and December 31, 2001, Defendant Abolghassem M. Gohari will add the following language on the end of the recorded greeting on the answering machine for telephone number (301) 921-0077: "if you are calling for Uptown Woman's Clinic, please call (301) 921-0500" – both English and Spanish.
2. Between June 21, 2001 and December 31, 2001, Defendant Abolghassem M. Gohari will do the following when personally (as opposed to via answering machine, voice mail, answering service or otherwise) answering the telephone number (301) 921-0077:
 - a. Orally answer, "Doctor's office."
 - b. If the caller asks for Plaintiff Dr. Alan J. Ross, direct the caller to telephone number (301) 921-8600, and
 - c. If the caller asks for Uptown Women's Clinic, direct the caller to telephone number (301) 921-0500.

ENTERED

JUN 25 2001

Clerk of the Circuit Court
Montgomery County, Md.

Alan Ross, et al.
Alan Ross, Plaintiff

Anthony Fatemi
Anthony Fatemi, counsel for Plaintiff

Abolghassem Gohari
Abolghassem Gohari, Defendant

Alexia Bourgerie
Alexia Bourgerie, counsel for Defendant
Stein Specthg, et al.

James C. Chapin
JAMES C. CHAPIN, JUDGE

ENTERED

JUN 25 2001

Clerk of the Circuit Court
Montgomery County, Md.

