

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

DANIEL CASKIE, on behalf of himself and those
similarly situated

Plaintiff(s)

vs.

NASON MEDICAL CENTER, LLC; et al

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2014-CP - 10- 5325

Submitted By: Henry w. Frampton, IV
Address: McNair Law Firm, P.A., 100 Calhoun Street,
Suite 400, Charleston, SC 29401SC Bar #: 75314
Telephone #: 843.723.7831
Fax #: 843.722.3221
Other:
E-mail: hframpton@mcnair.net

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input checked="" type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP- -
<input type="checkbox"/> Notice/ File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Drv. License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)
<input type="checkbox"/> Confession of Judgment (770)
<input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780)
<input type="checkbox"/> Other (799) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Public Service Comm. (990)
<input type="checkbox"/> Employment Security Comm (991)
<input type="checkbox"/> Other (999) |
| Special/Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (640)
<input type="checkbox"/> Out-of State Depositions (650)
<input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

Date: September 2, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

)
) CASE NO.: 2014-CP-10-5325

)
) DANIEL CASKIE, on behalf of himself and those
) similarly situated,

)
) Plaintiff,

)
) v.

)
) **SUMMONS**

)
) **(JURY TRIAL DEMANDED)**

)
) NASON MEDICAL CENTER, LLC; BANKFIELD
) HOLDING COMPANY, LLC; BARRON S.
) NASON; ROBERT T. HAMILTON; and
) FARIBORZ GHARDAR,

)
) Defendants.
)

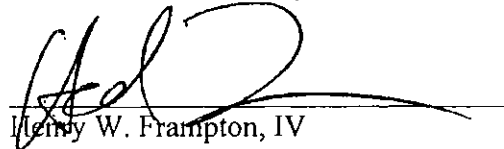
TO: THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is served upon you, and to serve a copy of your Answer or a motion under Rule 12 of the *South Carolina Rules of Civil Procedure* in response to said Complaint on the Plaintiff's attorneys, McNair Law Firm, P.A., at their office located at 100 Calhoun Street, Suite 400 (P. O. Box 1431), Charleston, South Carolina, 29401 (29402), within thirty (30) days after service thereof exclusive of the day of such service. If you fail to answer or move in response to the Complaint within the time period stated above, the Plaintiff in this action will apply to the court for default judgment and the relief demanded in the Complaint and a judgment by default will be rendered against you. You also must file your answer or motion with the Court.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

Respectfully submitted,

MCNAIR LAW FIRM, P.A.



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Attorneys for the Plaintiff

September 2, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CASE NO. 2014-CP-10- <u>5325</u>

DANIEL CASKIE, on behalf of himself)
and those similarly situated,)

Plaintiff)

v.)

NASON MEDICAL CENTER, LLC;)
BANKFIELD HOLDING COMPANY,)
LLC; BARRON S. NASON; ROBERT T.)
HAMILTON; and FARIBORZ)
GHARDAR,)

Defendants.)

COMPLAINT
(Jury Trial Demanded)

The plaintiff, Daniel Caskie, on behalf of himself and those similarly situated, complaining of the above-named defendants, would show unto the Court as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual citizen and resident of Berkeley County, South Carolina. Since March 2011, he has worked as a full-time physician assistant at Nason Medical Center (the "Center"). He brings this action on behalf of himself and all other similarly situated physician assistant employees and former employees at the Center for overtime compensation and other relief under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.* and the South Carolina Payment of Wages Act ("SCPWA"), S.C. Code Ann. §§ 41-10-10, *et seq.*

2. Upon information and belief, Nason Medical Center, LLC ("NMC") is a limited liability company organized under the laws of South Carolina with its principal place of business in Charleston County, South Carolina. During Plaintiff's employment, various employment-related documents, including an offer letter and amended employment contracts, were signed by

NMC as Plaintiff's employer. In addition, some of Plaintiff's paychecks were paid by NMC. Upon information and belief, NMC owns and/or operates the Center and was an "employer" of Plaintiff for purposes of the FLSA and SCPWA.

3. Bankfield Holding Company, LLC ("BHC") is a limited liability company organized under the law of South Carolina with its principal place of business in Charleston County, South Carolina. During Plaintiff's employment, various employment-related documents, including pay memoranda and various pay-related correspondence, were signed by BHC. In addition, some of Plaintiff's paychecks were paid by BHC. Upon information and belief, BHC owns and/or operates the Center and was an "employer" of Plaintiff for purposes of the FLSA and SCPWA.

4. Barron Nason ("Nason") is an individual citizen and resident of Charleston County South Carolina. Upon information and belief, Nason is an indirect owner (i.e., through a professional association or sole or majority-owned entity or entities) of a at least 30% of the Center, NMC, and BHC and serves as Chief Medical Officer of the Center. Upon information and belief, Nason exercises significant control over the Center's operations.

5. Robert T. Hamilton ("Hamilton") is an individual citizen and resident of Charleston County, South Carolina. Upon information and belief, Hamilton is an indirect owner (i.e., through a sole or majority-owned entity or entities) of a at least 30% of the Center, NMC, and BHC and serves as Chief Executive Officer and Chief Financial Officer of the Center. Upon information and belief, Hamilton exercises significant control over the Center's operations, particularly in the area of employee pay. Hamilton has communicated various pay-related decisions to Plaintiff during Plaintiff's tenure at the Center.

6. Fariborz Ghardar ("Ghardar") is an individual citizen and resident of Charleston County, South Carolina. Upon information and belief, Ghardar is a direct or indirect owner of at least 30% of the Center, NMC, and BHC and serves on the management board of the Center. Upon information and belief, Ghardar has exercised significant control over the Center's operations.

7. Nason, Hamilton, and Ghardar each exercise operational control over the Center, NMC, and BHC. They each have the authority to hire, discipline, and fire employees, including Plaintiff and all similarly situated physician assistant employees. Upon information and belief, they were each involved in the decisions to set the wages and pay for Plaintiff and all similarly situated physician assistant employees.

8. This Court has jurisdiction over this case, and venue is proper in Charleston County under S.C. Code Ann. § 15-7-30.

FACTUAL ALLEGATIONS

9. Plaintiff realleges every allegation in the foregoing paragraphs as if repeated here verbatim.

10. NMC and/or BHC own and operate the Center, which consists of five (5) ambulatory urgent care centers in the Charleston area. The Center provides walk-in ambulatory medical services to patients.

11. The Center employs licensed physician assistants to work under the supervision of licensed medical doctors / doctors of osteopathy.

12. Under South Carolina law, physician assistants' practice is strictly limited to: (a) the medical acts, tasks, or functions within their written scope of practice guidelines, which must be performed under physician supervision, and (b) those duties and responsibilities lawfully delegated to them by their supervising physician. Physician assistants are the agents of their

supervising physicians in the performance of all practice-related activities. *See* S.C. Code Ann. § 40-47-935.

13. During Plaintiff's employment at the Center, unlike some urgent care facilities that rely more heavily on physician assistant work, physician assistants were not scheduled to work without an on-site physician. Rather, absent usual circumstances, physician assistants practiced with a supervising physician physically in the clinic with them to supervise and monitor their practice.

14. On or about January 19, 2011, Plaintiff received an offer letter from Nason as "President" of "Nason Medical Centers" offering Plaintiff a position as a fulltime physician assistant beginning in March 2011. The offer letter offered Plaintiff pay in the amount of \$55 per hour. Plaintiff was not offered a predetermined amount of pay not subject to reduction because of variations in the quantity or quality of work performed; rather, the offer letter offered to pay Plaintiff by the hour. Plaintiff accepted the offer and began working at the Center.

15. Throughout Plaintiff's employment at the Center, he and the other physician assistants worked in shifts that were scheduled to last 11 hours and 15 minutes. Specifically, they would be scheduled to work from Center opening at 9:00 a.m. until the Center's doors were locked at 8:15 p.m. In reality, however, shifts typically lasted 12 or more hours because physician assistants could not leave until all patients who entered before 8:15 p.m. were seen and discharged.

16. In practice, from March 2011 until April 1, 2013, Plaintiff was paid \$55 per hour for each hour for which he was clocked in, with the exception that 30 minutes were sometimes deducted from the time he was clocked in for a meal break. This deduction was made regardless of whether Plaintiff was permitted to take an uninterrupted 30-minute meal break. Plaintiff was also sometimes required to clock out for lunch, regardless of whether he was permitted to take an

uninterrupted 30-minute meal break. Plaintiff estimates that he was either forced to clock out or had time deducted without actually being permitted to have a 30-minute uninterrupted meal break on at least half of the days that he worked.

17. During the period from September 2, 2011 through April 1, 2013, without reference to his time records because they are in the possession of Defendants, Plaintiff estimates that he worked more than 40 hours per workweek in approximately 56% of the workweeks. Plaintiff further estimates that he worked approximately 300 hours in excess of 40 per workweek during this period, again without reference to the time records in Defendants' possession, which could change the calculation.

18. During this period, Plaintiff's pay was based entirely on hours worked. He was not paid in whole or in part on a salary or fee basis within the meaning of the FLSA.

19. On or about March 29, 2013, Plaintiff received a letter from Hamilton as "Chief Executive Office and CFO" of BHC, stating that Plaintiff, along with all other "clinical providers," would receive "an increase in hourly compensation" to "financially reward providers for each hour worked." According to the letter, as of April 1, 2013, Plaintiff's "hourly compensation" would increase from \$55 per hour to \$58.85 per hour.

20. In practice, from April 1, 2013 until February 1, 2014, Plaintiff was paid \$58.85 per hour for each hour for which he was clocked in, with the exception that he would sometimes have 30 minutes deducted from the time he was clocked in, regardless of whether Plaintiff was permitted to take an uninterrupted 30-minute meal break. Plaintiff was also sometimes required to clock out for lunch, regardless of whether he was permitted to take an uninterrupted 30-minute meal break. Plaintiff estimates that he was either forced to clock out or had time deducted without

actually being permitted to have a 30-minute uninterrupted meal break on at least half of the days that he worked.

21. During this period, without reference to his time records because they are in the possession of Defendants, Plaintiff estimates that he worked more than 40 hours per workweek in approximately 45% of the workweeks. Plaintiff further estimates that he worked approximately 165 hours in excess of 40 per workweek during this period, again without reference to the time records in Defendants' possession, which could change the calculation.

22. During this period, Plaintiff's pay was based entirely on hours worked. He was not paid in whole or in part on a salary or fee basis within the meaning of the FLSA.

23. On or about January 20, 2014, Plaintiff, along with numerous other physician assistants, received an e-mail from Hamilton as "Chief Executive Officer and CFO" of BHC, stating that, starting February 1, 2014, physicians and physician assistants would be paid on the basis of wRVUs rather than hours worked.

24. In connection with the switch to wRVU-based compensation, Plaintiff received a "First Amendment to Physician Assistant Employment Agreement" with a signature block for Nason as President of NMC. The purported amendment included a compensation schedule setting forth the terms of the wRVU-based compensation system. In summary, under this system, Plaintiff would be paid \$13.00 for all "Work RVUs personally performed by [Plaintiff] and that were processed for billing by [NMC] during the applicable Compensation Period, less any appropriate patient refunds."

25. During this period, though Plaintiff has not been paid on an hourly basis and, without reference to more specific records in Defendants' possession, Plaintiff estimates that he has been paid the equivalent of approximately \$75 per hour.

26. Under the wRVU system, Plaintiff is paid based on the wRVUs—or work Relative Value Units—associated with the Current Procedural Terminology (“CPT”) billing codes associated with the work he performed. In practice, the physician assistant assigns nearly every patient visit one of six CPT codes, which correspond to low, moderate, and high levels of complexity / severity, and new or established patients. The wRVUs assigned to each code are designed to account for how much time a typical visit within in each code requires for the provider. Under a wRVU system, employees are compensated based on the number of RVUs they accumulate and are processed for billing by the Center during the pay period.

27. Plaintiff’s work is not unique. Rather, Plaintiff performs the repetitive task of seeing primary / urgent care patients, providing a limited universe of potential treatments within his scope of practice, and classifying the visit as one of six categories, and he is paid a pre-set amount for each category. On average, Plaintiff spends 20 minutes or less with and on each patient and repeats the process of seeing, treating, and documenting each patient numerous times per workday.

28. During this period, without reference to his time records because they are in the possession of Defendants, Plaintiff estimates that he has worked more than 40 hours per workweek in approximately 42% of the workweeks. Plaintiff further estimates that he has worked approximately 93 hours in excess of 40 per workweek during this period, again without reference to the time records in Defendants’ possession, which could change the calculation.

29. From communications with Nason, Hamilton, Ghardar, and various other members of management of the Center, NMC, and/or BHC, and communications with other physicians and physician assistants, Plaintiff is informed and believes that all physician assistants at the Center were paid by the hour and not on a salary or fee basis until February 1, 2014. Plaintiff is further

informed and believes that, from February 1, 2014 through the present, full-time physician assistants were paid on the basis of wRVUs only and not on a salary or fee basis, and part-time physician assistants continued to be paid solely on an hourly basis and not on a salary or fee basis. Plaintiff is further informed and believes that it was common for physician assistants to work more than 40 hours in a workweek, as physician assistants were regularly scheduled for four or more nominally 11 hour and 15 minute shifts per workweek. Accordingly, all current and former physician assistants within the applicable statute of limitations are similarly situated for purposes of 29 U.S.C. § 216(b), and this case should be certified as a collective action under that statute. Plaintiff does not know the exact number of physician assistants who worked at the Center during the applicable limitations period but estimates that it is between ten and twenty.

FOR A FIRST CAUSE OF ACTION
(Violations of 29 U.S.C. § 207(a))

30. Plaintiff realleges every allegation in the foregoing paragraphs as if repeated here verbatim.

31. From March 2011 until the present, NMC and BHC have been Plaintiff's "employers" for purposes of the FLSA.

32. During that same time period, NMC and BHC and the physician assistant employees have been engaged in interstate commerce in numerous respects, including but not limited to treating patients from out of state; hiring staff from out of state; using materials, drugs, medical devices, and other equipment manufactured out of state or that otherwise crossed state lines; purchasing materials, drugs, medical devices, and other equipment manufactured out of state or that otherwise crossed state lines; prescribing treatments and/or drugs that required the purchase of things manufactured out of state or that otherwise crossed state lines; billing out of state entities for services rendered; and in other ways engaging the interstate commerce.

33. Throughout this same time period, Plaintiff and the other physician assistants employed at the Center regularly worked more than 40 hours per workweek but were not paid one and a half times their regular rate for hours over 40 as required by 29 U.S.C. § 207(a). In particular, as described above, Plaintiff and the other physician assistants employed at the center worked shifts that totaled longer than 40 hours per workweek and either were forced to clock out despite the fact they were working or had time deducted for meal breaks that they did not take.

34. Plaintiff and the other physician assistants employed at the Center were not paid on a salary or fee basis and do not qualify for any exemption from the requirements of 29 U.S.C. § 207(a).

35. The violations of § 207(a) were willful, wanton, reckless, and in bad faith. On information and belief, multiple human resources managers over the years had advised Defendants that their failure to pay overtime to physician assistants violated applicable law.

36. Nason, Hamilton, and Ghardar exercised substantial control over the operations of the Center, NMC, and BHC, and are individually liable for the FLSA violations alleged.

37. Plaintiff and the other physician assistants employed at the Center are entitled to certification as a collective action, actual damages, liquidated damages, attorneys' fees, costs, and other relief permitted by law.

FOR A SECOND CAUSE OF ACTION
(Violation of the South Carolina Payment of Wages Act)

38. Plaintiff realleges every allegation in the foregoing paragraphs as if repeated here verbatim.

39. NMC and BHC were Plaintiff and the other physician assistants' employer for purposes of the SCWPA.

40. From March 2011 until February 1, 2014, Plaintiff and the other physician assistants employed at the Center were promised pay at a pre-set rate for all hours worked. Plaintiff and the other physician assistants employed at the Center were not in fact paid for all hours worked during this period, as 30 minutes was taken for “lunch” (sometimes by automatic deduction and sometimes by forcing the physician assistants to clock out) even though Plaintiff and the other physician assistants employed at the Center were often required to work during the unpaid “lunch” period and were not completely relieved of all duties during that period.

41. The failure to pay Plaintiff and the other physician assistants employed at the Center for all hours worked as agreed violates the SCPWA.

42. Nason, Hamilton, and Ghardar exercised substantial control over the operations of the Center, NMC, and BHC; were officers and/or managing agents of the Center, NMC, and BHC; and knowingly permitted the SCPWA violations alleged. They are therefore individually liable for such violations.

43. The violations were willful, wanton, reckless, and in bad faith. On information and belief, multiple human resources managers over the years had advised Defendants that their failure to pay physician assistants for phantom meal breaks applicable law.

44. Plaintiff and the other physician assistants employed at the Center are entitled to actual damages, treble damages, attorneys’ fees, costs, and other relief permitted by law.

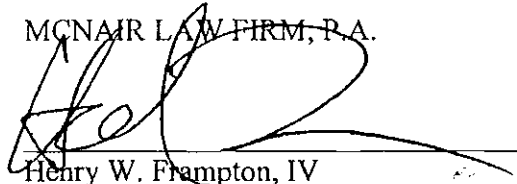
PRAYER FOR RELIEF

45. Wherefore, based on the foregoing allegations and subject to amendment as permitted by law, Plaintiff, on behalf of himself and those similarly situated, hereby requests that this Court: (a) certify this case as a collective action under 29 U.S.C. § 216(b); (b) require that Defendants provide notice of the collective action to all similarly situated employees and permit

such employees to opt in to the class; (c) award Plaintiff and the class their actual damages, liquidated damages, treble damages, attorneys' fees and costs, and all other relief permitted by applicable law; and (d) award such other and further relief as the Court deems just and proper.

Respectfully submitted,

MCNAIR LAW FIRM, P.A.



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Attorneys for the Plaintiff

September 2, 2014
Charleston, South Carolina

AFFIDAVIT OF SERVICE

State of South Carolina

County of Charleston

Common Pleas Court

Case Number: 2014-CP-10-5325

Plaintiff:

DANIEL CASKIE, on behalf of himself and those similarly situated


vs.

Defendant:

NASON MEDICAL CENTER, LLC; BANKFIELD HOLDING COMPANY, LLC; BARRON S. NASON; ROBERT T. HAMILTON; and FARIBORZ GHARDAR,

For:

Henry W. Frampton
MCNAIR LAW FIRM, P.A.
P.O. Box 1431
Charleston, SC 29402

FILED
2014 SEP 11 PM 1:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

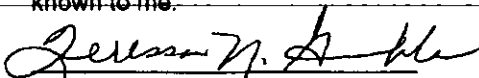
Received by PROCESS SERVICE, INC. to be served on **DR. BARRON S. NASON, 4278 LADSON RD, LADSON, SC 29456.**

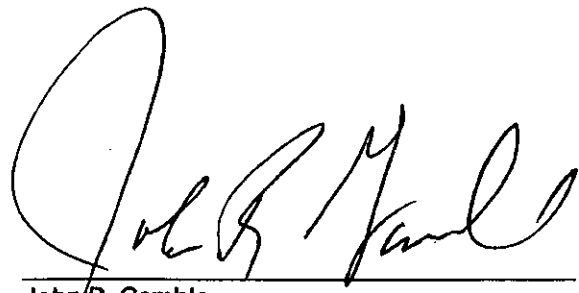
I, John R. Gamble, being duly sworn, depose and say that on the **4th day of September, 2014** at 2:18 pm, I:

PERSONALLY served by delivering a true copy of the **LETTER, CIVIL ACTION COVERSHEET, SUMMONS, COMPLAINT, NOTICE OF EVIDENCE PRESERVATION OBLIGATIONS** with the date and hour of service endorsed thereon by me, to: **DR. BARRON S. NASON** at the alternate address of: **4278 LADSON RD, LADSON, SC 29456**, and informed said person of the contents therein, in compliance with state statutes.

I am over eighteen and have no interest in the above action.

Subscribed and Sworn to before me on the 9th day of September, 2014 by the affiant who is personally known to me.


NOTARY PUBLIC
Commission Expires: 2-10-2022


John R. Gamble
PROCESS SERVER

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
(843) 577-2355

Our Job Serial Number: LEX-2014002212

AFFIDAVIT OF SERVICE

State of South Carolina

County of Charleston

Common Pleas Court

Case Number: 2014-CP-10-5325

Plaintiff:

DANIEL CASKIE, on behalf of himself and those similarly situated

vs.

Defendant:

NASON MEDICAL CENTER, LLC; BANKFIELD HOLDING COMPANY, LLC; BARRON S. NASON; ROBERT T. HAMILTON; and FARIBORZ GHARDAR,

For:

Henry W. Frampton
MCNAIR LAW FIRM, P.A.
P.O. Box 1431
Charleston, SC 29402

FILED
2014 SEP 11 PM 1:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

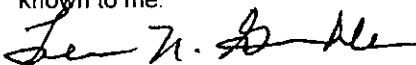
Received by PROCESS SERVICE, INC. to be served on **BANKFIELD HOLDING COMPANY, LLC, 171 CHURCH ST., SUITE 330, CHARLESTON, SC 29401.**

I, John R. Gamble, being duly sworn, depose and say that on the **3rd day of September, 2014** at 3:22 pm, I:

SERVED the within named CORPORATION by delivering a true copy of the **LETTER, CIVIL ACTION COVERSHEET, SUMMONS, COMPLAINT, NOTICE OF EVIDENCE PRESERVATION OBLIGATIONS** with the date and hour of service endorsed hereon by me to **DAVID GLENN TAYLOR, REGISTERED AGENT** for **BANKFIELD HOLDING COMPANY, LLC** at **171 CHURCH ST., SUITE 330, CHARLESTON, SC 29401**

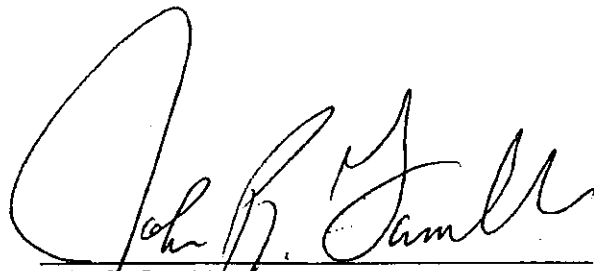
I am over eighteen and have no interest in the above action.

Subscribed and Sworn to before me on the 9th day of September, 2014 by the affiant who is personally known to me.



NOTARY PUBLIC

Commission Expires: 2-10-2022



John R. Gamble
PROCESS SERVER

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
(843) 577-2355

Our Job Serial Number: LEX-2014002211

AFFIDAVIT OF SERVICE

State of South Carolina

County of Charleston

Common Pleas Court

Case Number: 2014-CP-10-5325

Plaintiff:

DANIEL CASKIE, on behalf of himself and those similarly situated

vs.

Defendant:

NASON MEDICAL CENTER, LLC; BANKFIELD HOLDING COMPANY, LLC; BARRON S. NASON; ROBERT T. HAMILTON; and FARIBORZ GHARDAR,

For:

Henry W. Frampton
MCNAIR LAW FIRM, P.A.
P.O. Box 1431
Charleston, SC 29402

FILED
2014 SEP 11 PM 1:42
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Received by PROCESS SERVICE, INC. to be served on **NASON MEDICAL CENTER, LLC, 171 CHURCH ST., SUITE 330, CHARLESTON, SC 29401.**

I, John R. Gamble, being duly sworn, depose and say that on the **3rd day of September, 2014** at 3:22 pm, I:

SERVED the within named CORPORATION by delivering a true copy of the **LETTER, CIVIL ACTION COVERSHEET, SUMMONS, COMPLAINT, NOTICE OF EVIDENCE PRESERVATION OBLIGATIONS** with the date and hour of service endorsed hereon by me to **DAVID GLENN TAYLOR, REGISTERED AGENT for NASON MEDICAL CENTER, LLC at 171 CHURCH ST., SUITE 330, CHARLESTON, SC 29401**

I am over eighteen and have no interest in the above action.

Subscribed and Sworn to before me on the 3rd day of September, 2014 by the affiant who is personally known to me.

Donaly Williamson
NOTARY PUBLIC

Commission Expires: 5/6/19

John R. Gamble
John R. Gamble
PROCESS SERVER

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
(843) 577-2355

Our Job Serial Number: LEX-2014002210

MCNAIR
ATTORNEYS

September 9, 2014

Teresa D. Walker, Paralegal

twalker@mcnair.net
T 843.723.7831
F 843.722.3227

Via U.S. Mail

Julie J. Armstrong
Clerk of Court
Charleston County
100 Broad Street, Suite 106
Charleston, SC 29401

Re: *Daniel Caskie, on behalf of himself and those similarly situated v. Nason Medical Center, LLC, Bankfield Holding Company, LLC, Barron S. Nason, Robert T. Hamilton, and Fariborz Ghardar*
Case No.: 2014-CP-10-05325

Dear Ms. Armstrong:

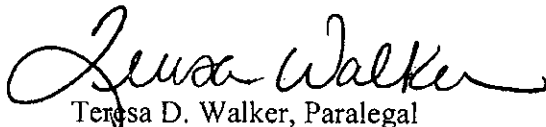
Enclosed please find an original and one copy of the following:

1. Affidavit of Service for Nason Medical Center, LLC;
2. Affidavit of Service for Bankfield Holding Company, LLC; and
3. Affidavit of Service for Dr. Barron S. Nason.

Please file the originals in the above referenced matter and return to me clocked copies in the self-addressed, stamped envelope also enclosed for your convenience. If you have any questions, please feel free to contact me.

Sincerely,

McNAIR LAW FIRM, P.A.



Teresa D. Walker, Paralegal

:tdw

Enclosures: as stated

McNAIR LAW FIRM, P.A.
100 Calhoun Street, Suite 400
Charleston, SC 29401

Mailing Address
Post Office Box 1431
Charleston, SC 29402

mcnair.net

CHARLESTON 377583v1