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July 9, 2008

Catawba County Clerk of Court
Post Office Box 790
Newton, North Carolina 28658

RE: Laura Faruque vs F. Alice Bishopric, Robert D. Boyd, Steven R. Merta and Claire Harraghy
Catawba County File No.: 08 CvS 2242

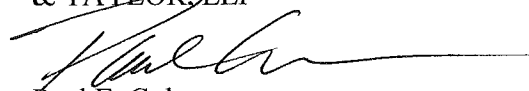
Dear Clerk:

Please find enclosed for filing a Notice of Designation of Action as Mandatory Complex Business Case Under N.C. Gen. Stat. § 74-45.4 on behalf of Defendants F. Alice Bishopric, Robert D. Boyd and Steven R. Merta. Please return the extra copies enclosed to me marked filed-stamped to the assigned courthouse box.

Thank you for your time and attention to this matter.

Very truly yours,

YOUNG, MORPHIS, BACH
& TAYLOR, LLP


Paul E. Culpepper

PEC/wcs
Enclosures

pc: Honorable Sarah E. Parker (w/enclosure) (via email)
Honorable Ben F. Tennille (w/enclosure) (via email)
J. Scott Hanvey, Esq. (w/enclosure) (US mail and facsimile)
Stephen L. Palmer, Esq. (w/enclosure) (US mail and facsimile)
Kevin C. McIntosh, Esq. (w/o enclosure)
F. Alice Bishopric, MD (w/enclosure)
Robert D. Boyd, MD (w/enclosure)
Steven R. Merta, MD (w/enclosure)

STATE OF NORTH CAROLINA)	IN THE GENERAL COURT OF JUSTICE
)	SUPERIOR COURT DIVISION
COUNTY OF CATAWBA)	FILE NO.:08 CvS 2242
LAURA FARUQUE)	
)	
Plaintiff,)	NOTICE OF DESIGNATION OF ACTION
)	AS MANDATORY COMPLEX BUSINESS
vs.)	CASE UNDER N.C. GEN. STAT. § 74-45.4
)	on behalf of DEFENDANTS F. ALICE
F. ALICE BISHOPRIC, ROBERT D.)	BISHOPRIC, ROBERT D. BOYD and
BOYD, STEVEN R. MERTA and)	STEVEN R. MERTA
CLAIRE HARRAGHY)	
)	
Defendants)	
_____)	

Pursuant to N.C. Gen. Stat. § 74-45.4, Defendants F. Alice Bishopric, Robert D. Boyd and Steven R. Merta hereby designate the above-captioned action as a mandatory complex business case. In good faith and based on information reasonably available, Defendants, through counsel, hereby certify that this action meets the following criteria for designation as a mandatory complex business case pursuant to N.C. Gen. State. § 74-45.4(a), and should be adjudicated in the Business Court:

- (1) The law governing corporations, partnerships, limited liability companies, and limited liability partnerships.
- _____ (2) Securities law.
- _____ (3) Antitrust law, except claims based solely on unfair competition under N.C. Gen. Stat. § 75-1-1.
- _____ (4) State trademark or unfair competition law, except claims based solely on unfair competition under N.C. Gen. Stat. § 75-1.1.
- _____ (5) Intellectual property law.
- _____ (6) The Internet, electronic commerce, and biotechnology.

Exhibit A, attached hereto and incorporated by reference as if set forth in full, briefly explains why the action falls within the specific categories of N.C. Gen. Stat. 7A-45.4(a) checked above, as well as any additional information that may be helpful to the Court in determining whether the Business Court should retain jurisdiction of this matter.

A copy of all pleadings listed in N.C. R. Civ. P. 7(a) that have been filed to date in this action are attached hereto as Exhibit B for the convenience of the Court.

This the 9th day of July, 2008

YOUNG, MORPHIS,
BACH & TAYLOR, LLP



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Counsel for Defendants F. Alice Bishopric,
Robert D. Boyd and Steven R. Merta

EXHIBIT A

1. The main grounds for this Notice of Designation is because this action involves claims related to the law of partnership and the rights, duties and obligations of general partners, bringing the case squarely within N.C. Gen. Stat. § 7A-45.4. For example, the Plaintiff alleges that prior to September 1, 2007, the Plaintiff and all Defendants practiced obstetric and gynecology medicine together in Catawba County through a general partnership doing business under the name The Woman's Clinic, and each of the parties was a general partner. (Complaint ¶ 6). The Plaintiff also alleges that prior to March of 2007, the general partners of The Woman's Clinic held monthly partnership meetings where the business of the partnership was discussed, and after that date the partners had no partnership meetings to which all partners were invited (Complaint ¶¶ 16-17). The Plaintiff also alleges that certain partnership decisions were made that affected her without her input (Complaint ¶ 33). The Plaintiff further alleges she was constructively expelled as a partner from The Woman's Clinic prior to the Plaintiff advising the Defendants she would leave The Woman's Clinic effective September 1, 2007 (Complaint ¶ 35). Finally, the Plaintiff alleges that the remaining partners continued to use partnership's assets without properly accounting to the Plaintiff and failed to account for partnership funds (Complaint ¶¶ 45-46). The Plaintiff thereafter asserts claims for breach of fiduciary duty, constructive fraud, breach of contract and request an Accounting associated with the partnership (Complaint ¶¶ 48-56).

2. The parties to this action will benefit from the North Carolina Business Court's specialization in and proficiency with both case management issues and the law of partnership and unfair competition. The assignment of this case to a single judge for all pre-trial and trial matters will promote the efficient administration of justice.

3. Based on the foregoing, this case involves material issues related to the law of partnership and state law pertaining to unfair competition, thus bringing it within the jurisdiction of this Court pursuant to N.C. Gen. Stat. § 7A-45.4(a)(1).

4. Defendants Bishopric, Boyd and Merta were not served with the underlying Complaint prior to June 11, 2008. Accordingly, Defendants have filed this Notice of Designation within 30 days of receipt of the Complaint as required by N.C. Gen. Stat. §7A-45.4(d)(3).

5. As reflected in the accompanying certificate of service and in accordance with N.C. Gen. Stat. § 7A-45.4(b), Defendants are serving this Notice of Designation on counsel for all other parties to this action and transmitting copies hereof to the Honorable Sarah E. Parker, Chief Justice of the North Carolina Supreme Court, and the Honorable Ben F. Tennille, the Special Superior Court Judge for Complex Business Cases and the senior judge of the North Carolina Business Court.

FILED

STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE
COUNTY OF CATAWBA CATAWBA COUNTY, U.S.C. SUPERIOR COURT DIVISION
FILE NO. 08 Cvs 2242

LAURA FARUQUE)
Plaintiff)

vs.)

COMPLAINT
(Jury Trial Requested)

F. ALICE BISHOPRIC, ROBERT D.)
BOYD, STEVEN R. MERTA and)
CLAIRE HARRAGHY)
Defendants)

NOW COMES the Plaintiff complaining of the Defendants as follows:

1. Plaintiff Laura Faruque is a citizen and resident of Catawba County, North Carolina, and a licensed medical doctor practicing in Catawba County, North Carolina.
2. Defendant F. Alice Bishopric is a citizen and resident of Catawba County, North Carolina, and a licensed medical doctor practicing in Catawba County, North Carolina.
3. Defendant Robert D. Boyd is a citizen and resident of Catawba County, North Carolina, and a licensed medical doctor practicing in Catawba County, North Carolina.
4. Defendant Steven R. Merta is a citizen and resident of Catawba County, North Carolina, and a licensed medical doctor practicing in Catawba County, North Carolina.
5. Defendant Claire Harraghy is a citizen and resident of Catawba County, North Carolina, and a licensed medical doctor practicing in Catawba County, North Carolina. She is named as a Defendant in this action solely on the basis that she is an interested party in the winding up of The Woman's Clinic general partnership. No allegations of any wrongdoing are made against Dr. Harraghy and no relief is sought from her by Plaintiff. All references made hereafter to Defendants shall not include Dr. Harraghy.
6. Prior to September 1, 2007, Plaintiff and Defendants, along with Dr. Harraghy, practiced obstetric and gynecology medicine together in Catawba County through a general partnership doing business under the name of The Woman's Clinic. Each of the noted doctors was a general partner of The Woman's Clinic and contracted with one another to be treated as equal partners.
7. Prior to September 1, 2007, Plaintiff had been a general partner of The Woman's Clinic for approximately eighteen (18) years. During this time period she developed an extensive and

loyal base of clients.

8. Plaintiff practiced both obstetric and gynecology medicine and had privileges to practice both types of medicine at Frye Regional Medical Center. Plaintiff did not have privileges to practice obstetric medicine at any other hospital.
9. Defendant Bishopric practiced both obstetric and gynecology medicine and had privileges to practice both types of medicine at Frye Regional Medical Center.
10. Defendant Boyd practiced only gynecology medicine and had privileges to practice this type of medicine at Frye Regional Medical Center.
11. Defendant Merta practiced both obstetric and gynecology medicine and had privileges to practice both types of medicine at Frye Regional Medical Center.
12. In order to have privileges to practice obstetric medicine at Frye Regional Medical Center the doctor desiring privileges must have one or more other doctors willing to provide "call coverage" for the doctor. "Call coverage" is a rotational system used by medical doctors whereby a doctor makes himself/herself available, when called upon, to provide medical services and treatment to patients of another doctor, after regular business hours, or when the primary doctor is unavailable.
13. All Defendants were aware of Frye Regional Medical Center's call coverage requirements pertaining to the practice of obstetrics.
14. Prior to August 1, 2007, Defendant Bishopric, Defendant Merta and Dr. Harraghy, provided call coverage for Plaintiff so that she could have privileges to practice both obstetric and gynecology medicine at Frye Regional Medical Center. Plaintiff also provided call coverage to Defendant Bishopric, Defendant Merta and Dr. Harraghy.
15. As of August 1, 2007 Plaintiff had a very active full time obstetric practice and was then treating approximately 60 pregnant patients.
16. Prior to March 2007 the general partners of The Woman's Clinic held monthly partnership meetings where the business of the partnership was discussed.
17. Since March 2007, The Woman's Clinic has held no partnership meetings to which all the partners were invited.
18. Upon information and belief, sometime around March 2007 the Defendants began secretly conducting meetings where they formulated a plan to force Plaintiff out of The Woman's Clinic, eliminate her ability to practice obstetric medicine in Catawba County, and acquire the Plaintiff's patient base for Defendants' own benefit (hereinafter the "Plan").
19. In furtherance of the Defendants' Plan, the Defendants decided they would cease providing

call coverage to Plaintiff effective August 1, 2007. The Defendants never advised Plaintiff of their decision to cease providing her call coverage.

20. By letter dated June 25, 2007 the Defendants advised Frye Regional Medical Center that they would no longer provide call coverage for Plaintiff. Plaintiff was not provided a copy of this letter by Defendants. Plaintiff did not receive a copy of this letter until she received it from Frye Regional Medical Center by letter dated July 9, 2007.
21. Past practice at The Woman's Clinic had been to advise doctors of changes to call coverage six (6) months in advance of the effective date of the change so that alternate call coverage could be arranged. This practice is also customary in the medical community.
22. The Plaintiff had only two months of indirect knowledge, and twenty-two (22) days of direct knowledge, that her call coverage would be eliminated on August 1, 2008. Upon information and belief, the Defendants' failure to provide Plaintiff adequate advance notice of the change in her call coverage was done in an effort to prevent Plaintiff from acquiring replacement call coverage by August 1, 2007.
23. Without the Plaintiff's knowledge and in furtherance of the Defendants' Plan, the Defendants also began discussions and negotiations with Piedmont OB/GYN, another obstetric and gynecology medical practice doing business in Catawba County, about its merging with The Woman's Clinic.
24. During the period in which Defendants developed and pursued their Plan, the doctors practicing in The Woman's Clinic and in Piedmont OB/GYN were the only doctors in Catawba County who had active staff privileges to practice obstetric medicine at Frye Regional Medical Center. For Plaintiff to practice obstetric medicine at Frye Regional Medical Center she would have to share call coverage with a physician in either The Woman's Clinic or in Piedmont OB/GYN.
25. If the doctors in The Woman's Clinic ceased providing call coverage for Plaintiff, the only other doctors in Catawba County who could provide call coverage for Plaintiff at Frye Regional Medical Center were those practicing in Piedmont OB/GYN.
26. In the course of discussing the merger of The Woman's Clinic with Piedmont OB/GYN, the Defendants made disparaging comments to the doctors in Piedmont OB/GYN about Plaintiff in an effort and with the intent to deter those doctors from providing call coverage to Plaintiff.
27. As a result of the disparaging comments made by the Defendants about the Plaintiff to the doctors in Piedmont OB/GYN, and as a result of the association of the two medical practices, the doctors in Piedmont OB/GYN determined they would not provide call coverage to Plaintiff.
28. In furtherance of the Defendants' Plan, they asked Dr. Harraghy to attend a meeting with

them on May 31, 2007. Also present at the May 31, 2007 meetings were representatives of Piedmont OB/GYN, Dr. Richardson, Dr. McDonnell and Dr. Goins. At the meeting the Defendants advised Dr. Harraghy that The Woman's Clinic was going to merge with Piedmont OB/GYN and they asked her to join the new group. The Defendants also advised Dr. Harraghy that Plaintiff would not be allowed to join the new group and that the Defendants would cease providing call coverage to Plaintiff on August 1, 2007.

29. Prior to this meeting Dr. Harraghy repeatedly stated that she would not be willing to take call every other night as would be required if only two doctors were providing call coverage for each other. In addition Dr. Harraghy had young children and substantial educational debt which had to be serviced. For these reasons the Defendants believed Dr. Harraghy would continue to stay with The Woman's Clinic and so be unable to provide call coverage to Plaintiff. Upon information and belief the request that Dr. Harraghy remain with The Woman's Clinic was made with the intent to ensure that no doctors in Catawba County would be available or willing to provide call coverage to Plaintiff at Frye Regional Medical Center after August 1, 2007.
30. Immediately following the above noted May 31, 2007 meeting, Dr. Harraghy advised Plaintiff of the Defendants' actions and plans as revealed to her through the May 31, 2007 meeting. Prior to this time, Plaintiff had never been advised that The Woman's Clinic was merging with Piedmont OB/GYN or that Defendants would cease providing call coverage to Plaintiff as of August 1, 2007.
31. Had the Plaintiff not been able to secure replacement call coverage by August 1, 2007 she would have not had medical practice privileges at Frye Regional Medical Center and she would not have been able to practice obstetrics in Catawba County. Plaintiff, therefore, would not have been able to treat her patients and they would have had to procure other doctors for treatment.
32. At no time was Plaintiff ever advised by Defendants of the discussions noted herein concerning the association of The Woman's Clinic with Piedmont OB/GYN or the termination of her call coverage, despite the fact Plaintiff was a general partner of The Woman's Clinic at the time each of these decisions was made.
33. Decisions concerning the merger of The Woman's Clinic with another medical practice and the change of call coverage to doctors in The Woman's Clinic are partnership decisions.
34. When Plaintiff first learned that she would have no call coverage effective August 1, 2007, she did not believe she would be able to find replacement call coverage so she determined that she would have no choice but to cease practicing obstetric medicine. As a consequence, Plaintiff began telling her current patients that they would have to find another doctor to treat them. At this same time the Plaintiff also stopped taking new patients.
35. As a result of Defendants' actions described herein Plaintiff was constructively expelled as a partner from The Woman's Clinic. As a result of this constructive expulsion, the Plaintiff

advised the Defendants she would be leaving The Woman's Clinic effective September 1, 2007.

36. On or around July 2, 2007, Plaintiff learned that Dr. Harraghy decided not to stay with The Woman's Clinic and that she would agree to provide call coverage to Plaintiff after August 1, 2007.
37. On or around July 4, 2007 Plaintiff and Dr. Harraghy decided they would move their obstetric and gynecology practice to A Woman's View, a local medical practice that previously practiced only gynecology medicine. Plaintiff advised Defendants of this decision on or around July 26, 2007.
38. On or around July 26, 2007 Defendants instructed the staff at The Woman's Clinic to refuse to pay Plaintiff her pay check. Plaintiff was not consulted with prior to this decision.
39. When Defendants learned Plaintiff and Dr. Harraghy would be moving their practice to The Woman's View, the Defendants provided various instructions to the staff at The Woman's Clinic to impede Plaintiff's ability to continue serving her existing patient base. Upon information and belief, these instructions were provided in a further effort to cause Plaintiff's patients to terminate the doctor and patient relationship with Plaintiff and change their treatment to one of the Defendants.
40. The Defendants advised the staff at The Woman's Clinic that their job security would be jeopardized if they cooperated or assisted the Plaintiff in moving her medical practice to A Woman's View.
41. The Defendants instructed the staff at The Woman's Clinic to change patients' primary care physician from Plaintiff to one of the Defendants without advising the Plaintiff or obtaining consent from the patient.
42. Prior to September 1, 2007, patients who called The Woman's Clinic and asked to see Plaintiff were advised they could only see one of the other doctors at The Woman's Clinic.
43. Prior to Plaintiff's leaving The Woman's Clinic, the Defendants changed the alarm code on The Woman's Clinic offices and failed to provide Plaintiff the new access code.
44. After Plaintiff left the Woman's Clinic, the Defendants instructed the staff at The Woman's Clinic not to be accommodating when requests were received to transfer Plaintiff's patients' medical records to A Woman's View.
45. Since September 1, 2007, the Defendants have continued to practice medicine together as The Woman's Clinic. While doing this they have continued to use partnership assets of The Woman's Clinic without accounting to Plaintiff for her interest in those assets.

46. Since September 1, 2007, the Defendants have also received certain partnership funds in which Plaintiff has an interest. The Defendants have failed to account to Plaintiff for her interest in those funds.
47. The foregoing described actions of Defendants were committed with the intent and purpose to prevent, or wrongfully hinder, Plaintiff from practicing obstetrics in Catawba County and in an effort to acquire most, if not all, of Plaintiff's client base for Defendants' own benefit. Said actions have caused Plaintiff to lose patients.

BREACH OF FIDUCIARY DUTY

48. Paragraphs 1 through 47 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
49. As general partners in The Woman's Clinic, the Defendants owed Plaintiff a fiduciary duty to act in the utmost good faith in their dealings with Plaintiff with respect to partnership affairs.
50. The foregoing actions of the Defendants constitute a breach of Defendants' fiduciary duty to Plaintiff and have caused Plaintiff to suffer damages in excess of \$10,000.00. Plaintiff is entitled to recovery these damages from Defendants.

CONSTRUCTIVE FRAUD

51. Paragraphs 1 through 50 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
52. A relationship of confidence and trust existed between the Plaintiff and the Defendants as partners of The Woman's Clinic.
53. The Defendants' failed to act in good faith as is set forth above.
54. The foregoing actions of the Defendants constitute the commission of constructive fraud against Plaintiff and have caused Plaintiff to suffer damages in excess of \$10,000.00. Plaintiff is entitled to recover these damages from Defendants.

BREACH OF CONTACT

55. Paragraphs 1 through 54 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
56. The foregoing actions of the Defendants constitute a breach of their contractual obligation to treat Plaintiff equal to all other partners of The Woman's Clinic and have caused Plaintiff to suffer damages in excess of \$10,000.00. Plaintiff is entitled to recover these damages from Defendants.

CIVIL CONSPIRACY

57. Paragraphs 1 through 56 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
58. The foregoing actions of the Defendants constitute the commission of a civil conspiracy against Plaintiff and have caused Plaintiff to suffer damages in excess of \$10,000.00. Plaintiff is entitled to recover these damages from Defendants.

UNFAIR AND DECEPTIVE TRADE PRACTICES

59. Paragraphs 1 through 58 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
60. The foregoing actions of the Defendants were in or affecting commerce.
61. The foregoing actions of the Defendants were the proximate cause of actual injury to the Plaintiff.
62. The foregoing actions of the Defendants constitute the commission of an unfair and deceptive trade practice as defined by N.C.G.S. Chapter 75, and have caused Plaintiff to suffer damages in excess of \$10,000.00. Plaintiff is entitled to recover these damages from Defendants.
63. The foregoing actions of the Defendants entitle the damages Plaintiff recovers against Defendants to be trebled.
64. The foregoing actions of the Defendants entitle the Plaintiff to recover her reasonable costs, including attorney fees, incurred in this action from the Defendants.

PUNITIVE DAMAGES

65. Paragraphs 1 through 64 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.
66. The foregoing actions of the Defendants were done intentionally, willfully, wantonly and with actual malice.
67. The foregoing actions of the Defendants entitle Plaintiff to recover punitive damages against Defendants in an amount to be determined at trial.

ACCOUNTING/WINDING UP

68. Paragraphs 1 through 67 of Plaintiff's Complaint are realleged and incorporated herein by reference as if fully set out.

69. Upon Plaintiff's constructive expulsion from The Woman's Clinic as herein described, The Woman's Clinic terminated as a General Partnership and should be wound up as provided by law.
70. Plaintiff is entitled to an accounting of all the partnership property of The Woman's Clinic and all funds generated by virtue of the Defendants use of those assets.
71. Plaintiff is entitled to an accounting of all partnership funds received by The Woman's Clinic.
72. Plaintiff is entitled to a judicial winding up of The Woman's Clinic.

WHEREFORE, Plaintiff prays the Court as follows:

1. That Plaintiff have and recover of the Defendants, jointly, severally, or individually as proved by the evidence, such amounts in excess of Ten Thousand (\$10,000.00) Dollars as are required to compensate Plaintiff for the damages sustained as a result of the actions of the Defendants.
2. That any amounts recovered of the Defendants be trebled as provided in N.C.G.S. Chapter 75.
3. That Plaintiff have and recover of the Defendants, jointly and severally, the costs and reasonable attorney's fees incurred by it in the prosecution of this action as provided in N.C.G.S. Chapter 75.
4. That Plaintiff have and recover of the Defendants, jointly and severally, punitive damages.
5. That the Defendants be ordered to provide an accounting of all partnership property and funds of The Woman's Clinic.
6. That the operations of The Woman's Clinic be judicially wound up.
7. That all issues of fact raised herein be tried by a jury.
8. For such other and further relief as the court deems just and proper.

This the 9th day of June, 2008.

[signatures on separate page]

**SIGMON, CLARK, MACKIE, HUTTON,
HANVEY & FERRELL, P.A.**

By: J. Scott Hanvey
J. Scott Hanvey
State Bar No. 19051

By: SLP
Stephen L. Palmer
State Bar No. 24455
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E-mail: scott.hanvey@sigmonclark.com
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NORTH CAROLINA

VERIFICATION

CATAWBA COUNTY

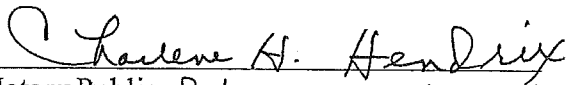
LAURA FARUQUE, first being duly sworn, deposes and says:

That she is the Defendant in the above captioned action; that she has read the foregoing document and knows the contents thereof; that the matters contained therein are true to her own knowledge, except as to those matters alleged upon information and belief, and as to those matters she believes them to be true.

This the 6th day of June, 2008.

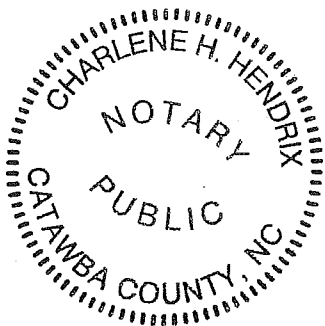
 (SEAL)
Laura Faruque

Laura Faruque, sworn to and subscribed before me
this the 6th day of June, 2008.


Notary Public Charlene H. Hendrix

My Commission Expires: 6-5-2010

(NOTARY SEAL)



FILED

STATE OF NORTH CAROLINA

) IN THE GENERAL COURT OF JUSTICE

COUNTY OF CATAWBA

08 J11 SUPERIOR COURT DIVISION

) FILE NO.:08 Cvs 2242

CATAWBA COUNTY, C.S.

LAURA FARUQUE

) (EXTM)
BY _____

Plaintiff,

vs.

**MOTION FOR EXTENSION
OF TIME**

F. ALICE BISHOPRIC, ROBERT D.
BOYD, STEVEN R. MERTA and
CLAIRE HARRAGHY

Defendants

NOW COMES the Defendants F. Alice Bishopric, Robert D. Boyd and Steven R. Merta by and through their Attorney of Record, Paul E. Culpepper of Young, Morphis, Bach & Taylor, L.L.P. of Hickory, North Carolina, and respectfully prays this Court that it be granted a thirty (30) day extension of time in which to answer the Plaintiff's Complaint in the above-captioned matter. In support of this Motion, these Defendants show the Court as follows:

1. That the Defendants F. Alice Bishopric and Steven R. Merta were served with the Plaintiff's Complaint on June 11, 2008 by the Catawba County Sheriff's Department as shown on the sheriff's return of service filed with the Catawba County Clerk of Court.
2. That the Defendant Robert D. Boyd was served with the Plaintiff's Complaint on June 12, 2008 by the Catawba County Sheriff's Department as shown on the sheriff's return of service filed with the Catawba County Clerk of Court.
3. That this Motion for Extension of Time is made in good faith and not for the purpose of delay.
4. That the time for these Defendants to file an Answer to the Plaintiff's Complaint has not yet expired.
5. That no other Extension of Time has been requested or granted to these Defendants.

Therefore, the Defendants F. Alice Bishopric, Robert D. Boyd and Steven R. Merta hereby pray the Court that this Motion for Extension of Time in which to Answer the Plaintiff's Complaint in the above-captioned matter be granted.

This the 26th day of June, 2008.

YOUNG, MORPHIS,
BACH & TAYLOR, LLP



Paul E. Culpepper
400 Second Avenue, NW
Post Office Drawer 2428
Hickory, NC 28603-2428
Bus: (828) 322-4663
Fax: (828) 324-2431
Attorney for Defendants F. Alice Bishopric,
Robert D. Boyd and Steven R. Merta

FILED
CERTIFICATE OF SERVICE

08 JUN 27 AM 10:32

CATAWBA COUNTY, NC

The undersigned, being an Attorney duly licensed to practice law in the State of North Carolina, does hereby certify that a copy of the foregoing **Motion for Extension to Time** to respond to Plaintiff's Complaint was duly served upon J. Scott Hanvey, Esq. and Stephen L. Palmer, Esq. on the 26th day of June 2008, as follows:

 X By depositing a copy of same in the United States Mail,
first class postage prepaid, addressed to him as follow:

ADDRESSEE:

J. Scott Hanvey
Stephen L. Palmer
Sigmon, Clark, Mackie,
Hutton, Hanvey & Ferrell, PA
Post Office Drawer 1470
Hickory, NC 28603
Bus: (828) 328-2596
Fax: (828) 324-1643
Attorneys for Plaintiff

YOUNG, MORPHIS,
BACH & TAYLOR, LLP



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Attorney for Defendants F. Alice Bishopric,
Robert D. Boyd and Steven R. Merta

STATE OF NORTH CAROLINA

) IN THE GENERAL COURT OF JUSTICE

COUNTY OF CATAWBA

) SUPERIOR COURT DIVISION

) FILE NO.:08 Cvs 2242
CATAWBA COUNTY, C.S.

LAURA FARUQUE

) (~~EXTM~~)

Plaintiff,

vs.

ORDER

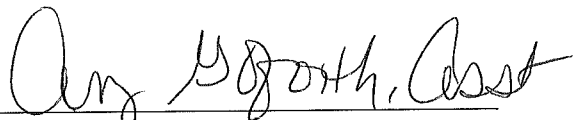
F. ALICE BISHOPRIC, ROBERT D.
BOYD, STEVEN R. MERTA and
CLAIRE HARRAGHY

Defendants

By Motion for Extension of Time, the Defendants F. Alice Bishopric and Steven R. Merta are hereby granted an enlargement of time for serving a response to the Plaintiff's Complaint in the above entitled action, to and including the 11 day of August 2008.

By Motion for Extension of Time, the Defendant Robert D. Boyd is hereby granted an enlargement of time for serving a response to the Plaintiff's Complaint in the above entitled action, to and including the 11 day of August 2008.

This the 27 day of June 2008.


Clerk of Superior Court

CERTIFICATE OF SERVICE

The undersigned, being an Attorney duly licensed to practice law in the State of North Carolina, does hereby certify that a copy of the foregoing **Notice of Designation** was duly served upon J. Scott Hanvey, Esq. and Stephen L. Palmer, Esq. on the 9th day of July 2008, as follows:

 X By depositing a copy of same in the United States Mail first class postage prepaid, addressed as follows, and also by facsimile:

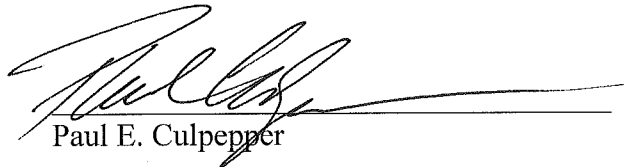
ADDRESSEE:

J. Scott Hanvey
Stephen L. Palmer
Sigmon, Clark, Mackie,
Hutton, Hanvey & Ferrell, PA
Post Office Drawer 1470
Hickory, NC 28603
Bus: (828) 328-2596
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Attorneys for Plaintiff

And that copies of the forgoing **Notice of Designation** were sent by United States Mail, first class postage prepaid addressed as follows, and by electronic mail.

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