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JAMES W. BACKSTROM
1942 - 2006

BOBBY G. O'BARR, SR.
1932 - 2006

THELMA S. ZINNER
1922 - 2001

VIA EMAIL AND US MAIL

June 1, 2015

Brett K. Williams, Esq.
Dogan & Wilkinson, PLLC
Post Office Box 1618
Pascagoula, MS 39568-1618

Carly Duvall, Esq.
Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111-7700

RE: Cynthia N. Almond, *et al* v. Singing River Retirement System, *et al*
Cause No. 2014-2653

Dear Brett & Carly:

Upon receipt and review of your client's responses to our Request for Production of Documents submitted to you on or about February 10, 2015, I have concluded that certain inadequacies exist, and the responses are therefore incomplete, non-responsive or offer inappropriate objections that are not supported by the Mississippi Rules of Civil Procedure.

In an effort to avoid a Motion to Compel, please accept this letter as my good faith notice, pursuant to Uniform Circuit and County Court Rule 4.04, and demand for adequate, supplemental responses to the following Requests for Production. I request supplementation with adequate responses forthwith, as they are months overdue.

Further, we take strong objection to your supplying documents and not stipulating the requests in which you are responding, which is pertinent to the document, and the discovery.

Specifically, I consider the blanket response of "This request is overbroad, unduly burdensome, irrelevant, [seeks confidential information] and is not likely to lead to the discovery of admissible evidence" on all 92 Requests for Production to be inadequate, incomplete, and unresponsive. (Attached hereto as Exhibit "A")

In addition, I received the first set of discovery responses from you, none of which have been marked or identified specifically as to the corresponding Request for Production number as required by MRCP 34(b), yet Defendant filed a Notice of Service of Discovery Responses with this Court on May 27, 2015, attached hereto as Exhibit "B." Counsel for Defendant simply lumped Discovery Requests for Plaintiffs *Almond*, *Lay* and *Broun* together, when in fact, *Almond*

has not only a Bill for Discovery and for Accounting before this Court, but has propounded discovery in the form of two (2) Subpoenas Duces Tecum, and a Request for Production.

For clarification, during the May 12, 2015, hearing, the Judge ordered that within ten (10) days the Defendant, SRHS provide all requested documents that a) are discoverable and b) all documents that are generated for the purposes of the Board of Supervisors Audit. Our requests were not answered, and if some of them were, they were not properly identified so that we would know to which request the response corresponded (See transcript excerpts Exhibit "C" attached hereto).

Further, on page 14 of the May 12, 2015, hearing, Judge Hilburn stated:

"I am going to require the defendant disclose sufficient discovery to adequately explain the current posture of the employee retirement system and the transactions that occurred in that system which have brought it to the circumstance it is in at this time. That is the only fair way to resolve the question about what has gone on with this retirement system is for the defendant to make a full and adequate disclosure of the transactions that have occurred and the transactions particularly that brought the retirement system into the point where the defendant feels that it is necessary that the plan be abandoned. (Exhibit "D")

For your convenience, I have included the ninety-two (92) Requests for Production below and have attached the Request for Production propounded to Defendant as Exhibit "E."

1. **Any and all documents provided to William Guice, Esquire, since March 2014 to present;**
2. **Any and all documents provided to Jackson County Board of Supervisors in response to any and all requests for documents since October 2014 to present;**
3. **Any and all documents provided to Jackson County District Attorney's office since March 2014 to present;**
4. **Any and all documents provided to the Federal Bureau of Investigation in response to any and all requests for documents since March 2014 to present;**
5. **The Engagement letters and/or contracts with KPMG Consulting for financial touching on or concerning at all audits of Singing River Health System performed from 2005 to Present;**
6. **The Engagement letters and/or contracts with Transamerica Retirement Solutions Corporation touching on or concerning any and all business engagements with Singing River Health System from 2005 to Present;**
7. **The Engagement letters and/or contracts with any actuary who worked on the Singing River Health System Employees' Retirement Plan or plans from**

7. **The Engagement letters and/or contracts with any actuary who worked on the Singing River Health System Employees' Retirement Plan or plans from the date of inception of each plan or amended from the inception of the first retirement plan until Present;**
8. **The Engagement letter and/or contract with any attorney(s) who provided counsel or advice to the Singing River Health System with regards to the Employees' Retirement Plan from the date of the inception of the first retirement plan to Present;**
9. **The Engagement letter and/or contract with any accounting firm employed to provide any services to the Singing River health System Employees' retirement plan from the date of the inception of the first plan to Present;**
10. **Any and all correspondence between the Singing River Health System Employees' Retirement Plan trustees, attorneys, representatives, or advisors and the Internal Revenue Service from the date of the inception of the first retirement plan to Present;**
11. **Engagement letters and/or contracts with Diversified Retirement Corporation for all business engagements with Singing River Health System from 2005 to Present;**
12. **Any and all plans for retirement offered since 2005, by Singing River Health System to any persons or organizations, and a list of those who have participated in said plan or plans. The list shall include the name, address, and contact information for all companies which have held and/or administered each such plan;**
13. **Any and all correspondence regarding Singing River Health System Retirement plan to and from any and all persons acting as a trustee over said plan since March 2014 to present and received from or directed to each party, whether emails, texts, faxes, letters, or any other written communication in any form;**
14. **Any and all letters sent to any employees, retirees or plan participants regarding contributions to the Singing River Health System Employees' Retirement plan from 2005- Presently any of the Defendants, their agents, employees, contractors, or representatives of any nature;**
15. **Any and all documents displayed, made available, or physically provided to any person during new employee orientation regarding the Singing River Health System Employees' Retirement Plan from 2005 to Present;**
16. **Any and all documentation showing bonuses paid to the top twenty (20) highest paid employees from 2005 to present to include a copy of all checks or transfers of money which accomplished said payments;**

17. Any and all Singing River Health System Employees' Retirement Plan annual statements of the top twenty (20) highest paid employees from 2005 to present;
18. Any and all videos, charts and/or PowerPoint presentations made by or related to any Singing River Health System employees, trustees, contractor or agent or presented to any group of Singing River health System employee concerning the Singing River Health System Employees' retirement plan;
19. Any and all Pension Plan Annual Financial Reports from 2005 to Present;
20. Singing River Health System Employees' Retirement Plan Contract/Agreements by and between Singing River Health System and its employees, all documents detailing in writing;
21. In addition to each Plan of Retirement in written form, copies of each and every amendment to the Singing River Health System Employees' Retirement Plan from the date of inception to Present;
22. Copies of any and all documents related to Cynthia Almond's participation in the Singing River Health System Employees' Retirement Plan;
23. Salaries of the Singing River Health System executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer from January 2005, to Present;
24. Employment contracts and amendments thereto for the Singing River Health System Executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer for the entire year of 2005, to Present;
25. Salaries of Singing River Health System's twenty (20) highest paid non-medical employees not included in previous requests;
26. Any and all required Surety Bonds for the Singing River Health System Board of Trustees and Executive staff, included but not limited to: the Chief Executive Officer, Chief Financial Officer, and Chief Operating Officer for 2005 to Present;
27. Bylaws for Singing River Health System Board of Trustees;
28. Bylaws of any entity touching or concerning Singing River Health System Hospital Administration;

29. All official Minutes from Singing River Health System Board of Trustees Meetings from January, 2005, to Present;
30. Official Minutes from Singing River Health System Retirement Committee Meetings from January, 2005, to Present;
31. Any all contracts and purchase orders concerning Fletcher Construction company or any company or individual of like or any of its affiliations or principles or agents;
32. Any all contracts and purchase orders, directly or indirectly concerning Crown Healthcare Laundry Service, or any payments made directly or indirectly thereto;
33. Any all contracts and purchase orders concerning Vending Services, Inc, or any payments made directly or indirectly thereto;
34. Any all contracts and purchase orders concerning Acadian, LLC, or any payments made directly or indirectly thereto;
35. Any all contracts, lease agreements, and purchase orders concerning Doctors Plaza, LLC, or any payments made directly or indirectly thereto;
36. Any all contracts and purchase orders concerning Mississippi Laundering Services any and all submitted bids concerning contracts that were awarded to Mississippi Laundering Services or any payments made directly or indirectly thereto;
37. Any all contracts and purchase orders concerning Jackson County Collections any and all submitted bids concerning contracts that were awarded to Jackson County Collections or any payments made directly or indirectly thereto;
38. Any all bids, contracts, and purchase orders concerning Trane and Airmasters any and all submitted bids concerning contracts that were awarded to Trane and Airmaster or any payments made directly or indirectly thereto;
39. Any all contracts, bids, and purchase orders concerning Hilton Garden Inn (Pascagoula), and any and all submitted bids concerning contracts that were awarded to Hilton Garden Inn, Pascagoula or any payments made directly or indirectly thereto;
40. Any all contracts, bids, and purchase orders concerning Crews Electric, and any and all submitted bids concerning contracts that were awarded to Crews Electric;

41. Any and all audits, contracts, engagement letters prepared in connection or involving the Horne Group and Singing River Health System;
42. Any and all information, banking statements, annual statements, and all account or accounting documents related to any account in which the SRHS Employees' Retirement deduction from pay checks were held prior to deposit into the SRHS Employee's retirement fund and the same information for the accounts into which all money was transferred from its initial depository account;
43. Any and all payments made to Mississippi Affiliates Network from 2005 to present;
44. Any and all payments made to Dogan & Wilkinson, PLLC, and bills from Dogan & Wilkinson, PLLC, from September 29, 2014, to present;
45. A full and complete list with names, address, phone numbers and last date of employment of any and all current and past employees who have elected to not participate in the plan since 2009, to Present and withdrew their funds, and on which date the funds were removed;
46. Any and all correspondence (including, emails, letters, statements, etc.) to and from the SRHS Bond Holder(s) from March 2014, to present;
47. Copies of any and all appraisals and closing documents of any and all purchases and/or sale or lease or sublease touching or concerning any and all real estate transactions from 2009, to present;
48. Any and all contracts, bids, purchase orders, and documentation related to the purchase and transition to EPIC or any payments made directly or indirectly thereto;
49. Any and all security tapes, videos, computer files related to the video and/or audio recordings in the Lingle Building, Financial Services, and Human Resources department of SRHS from the dates of January 5, 2015, at 12:00 a.m. to January 20, 2015, at 5:00 a.m.;
50. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG-MOB-0310-012; R-0814 Construction of a Medical Office Building submitted to Mississippi State Department of Health May 2014;
51. Any and all documents, payments, monies received, bond or loan company communication, etc. rules, regulations, applications, etc. touching or pertaining to the Federal Reimbursement of the EPIC computer system, the

application/grant process, and any and all deposits, expenditures, and banking accounts associated with the Federal reimbursement;

- 52. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of Level II comprehensive Medical Rehabilitation Beds Con review: HG-CB-1211-027;**
- 53. And all documents touching or pertaining to construction of one or more chiller plants at any and all SRHS locations to include but not be limited to construction documentation, emails, memorandums, purchase orders, payments, purchases and any and all other documents touching said project;**
- 54. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment and Cost Overrun to Con No. R-0781 (Electrical Services Upgrade) and Con No. R-0795 (Modular Chiller Plant and pipe bridge project/construction) review: HG-CB-1211-027;**
- 55. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment to Con # R-0751 (Construction of Observation Unit and Outpatient Service Improvement) Con review: HG-CB-1211-027;**
- 56. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG- MOB- 0310-012 Construction of a Medical Office Building submitted to Mississippi State Department of Health May 2010;**
- 57. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Modular Chiller Plant and Pipe Bridge Project Con review: HG-C-0608-014 submitted to Mississippi State Department of Health August 2009;**
- 58. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of a backup generator, three centrifugal chillers, and the electrical distribution Con Review No. HG- R-1207-030 submitted to the Mississippi State Department of Health February 2008;**
- 59. Any and all tax returns (including form 5500) pertaining to the Singing River Health System Employees' Retirement plan from inception to present;**
- 60. Any and all communication touching or concerning employer contributions to the SRHS plan managed by Transamerica, including but not limited to: statements, agreements, contracts, deposits, emails, letters, etc. to or from to include the entire time Transamerica had a contract dealing with or touching the SRHS Plan;**

61. Any and all communication touching or concerning employer contributions to the SRHS plan managed by Diversified, including but not limited to: statements, agreements, contracts, deposits, emails, letters, etc. to or from to include the entire time Diversified had a contract dealing with or touching the SRHS Plan;
62. Any and all service orders, purchase orders, equipment orders, or maintenance documentation pertaining to or touching service work performed by SRHS (or a division of) on any and all vehicles owned by Acadian LLC, or Morris Strickland or any of Morris Strickland's businesses or corporations;
63. Any contracts, purchase orders, payments made to or from Vending Services LLC to any and all SRHS facilities to include the number of vending machines, the monthly and annual payments received to and from Vending Services, LLC, and any and all purchase orders and correspondence concerning the maintenance of a contract with Vending Services, LLC, owner Morris Strickland;
64. Any and all campaign contributions made by Singing River Health System to any local, state, or federal campaign from 2008 to present, to include currency, services, facility usage, etc.;
65. Any and all correspondence relating to bills as well as the redacted bills from SRHS or any SRHS clinic that were "written off" for any and all members of the Board of Trustees, Jackson County Board of Supervisors, Members of Dogan & Wilkinson, PLLC or immediate family members. (Bills may be redacted to include only the name and amount of services that were forgiven.);
66. The Engagement letters and/or contracts with Wheless Partners touching on or concerning all persons hired through connection with Wheless Partners from the date of the beginning of the relationship between Wheless Partners and SRHS to present and the individuals' benefit and salary package;
67. Any and all engagement letters and/or contracts with Lockhard Williams touching on or concerning the purchase, lease, and/or use of the computer system purchased and/or leased for SRHS use. Documents to include where the computer system is housed, who monitors and maintains it, and what other companies and or corporations use or have access to the system purchased by Singing River Health System
68. Any and all documentation touching on or pertaining to "corporate retreats" held for the years 2009 to present, to include golf packages, liquor purchases or "donations," hotel or other accommodations at the Grand Resort in Mobile, Alabama, Destin, Florida, Orange Beach, Alabama, or any


other location. This is to include, but not be limited to email correspondence, letters, purchase orders, receipts, expense vouchers, and any and all photos taken by those in attendance at the "corporate retreats."


69. Any and all retirement documents touching on and concerning pension statements and payroll records for any and all employees who are currently receiving pension payments as well as salary compensation as fulltime or part-time employees, employees termed "double dippers," to include correspondence regarding hiring, salary, benefits, dates of employment, pension contributions by both employer and employee, and any and all other information pertaining to the payments received by those termed "double dippers," (those who receive pension payments and are currently employed at SRHS or a SRHS clinic)
70. Any and all employment and human resource records concerning anyone who received specialized training in the EPIC system out of town, including but not limited to Deanne Phillips or any other employee sent for specialized training. Documents would include but not be limited to documents touching on or concerning: travel vouchers, expenses, payments to and from any employee receiving special training, correspondence regarding employment status, salary information for any and all employees who received an employment status change after or during attendance of EPIC training;
71. Any and all documents touching on and/or pertaining to any employee who received a "lump sum" retirement and/or pension payment from the SRHS retirement/ pension plan from 2009 to present. Documents to include, but not be limited to the request for payment, the amount of payment, the account in which the payment was transferred, a copy of the documentation showing the amount which was owed to said person, and the receipt of payment;
72. Any and all payments made to Barry Cockrell and/or the Baker Donnelson Law Firm from SRHS or any of its subsidiaries from 2005 to present, and any documentation regarding the SRHS pension plan;
73. Any and all expense vouchers, payments, itineraries and correspondence regarding the travel to and from the meeting(s) with the Bonding Company or companies to include but not limited to documents touching on persons in attendance at any and all meetings, teleconferences, documents obtained at meeting, agendas, minutes, and any and all documents signed by representatives of SRHS at any of said meetings;
74. All tax returns and banking account statements touching on or concerning Singing River Hospital System Foundation from inception to present;
75. All tax returns and banking account statements touching on or concerning Singing River Health System (SRHS) Employees Benefit Fund from inception to present;

76. All tax returns and banking account statements touching on or concerning Singing River Health Services Fund from inception to present;
77. All tax returns and banking account statements touching on or concerning Coastal Mississippi Healthcare Fund Incorporated, from inception to present;
78. All tax returns and banking account statements touching on or concerning Grand Bay Medical Clinic Incorporated, from inception to present;
79. All tax returns and banking account statements touching on or concerning Singing River Clinical Integrations, LLC, from inception to present;
80. All tax returns and banking account statements touching on or concerning Singing River Health System (SRHS) Employees Benefit Fund from inception to present;
81. All tax returns and banking account statements touching on or concerning Coastal MRI, LLC, from inception to present;
82. All tax returns and banking account statements touching on or concerning Singing River Medical Society, LLC from inception to present;
83. All tax returns and banking account statements touching on or concerning Anesthesia Services, LLC, from inception to present;
84. All tax returns and banking account statements touching on or concerning Coastal Mississippi Healthcare Foundation, also known as Singing River Health System Foundation, Coastal Mississippi Healthcare Foundation, Coastal Mississippi Healthcare, Inc., Coastal Mississippi Healthcare Fund, Inc, Singing River System Charitable Trust, Inc., from inception to present;
85. Any and all proposed planning annual budgets from 2009 to present. Documents to include all budgets, especially budgets for the pension plan, contract labor, rental space, physicians, bonuses, retreats/travel, and all forms of the annual budgets including any amendments and auditing (internal and/or external) auditing of budget(s);
86. Any and all emails, on either server, and through Outlook and/or Groupwise, or any other email program, touching on or concerning and/or pertaining to the funding, lack of funding or knowledge of funding issues regarding the SRHS Employees' Retirement Plan;
87. Any and all leasing agreements/contracts, purchase agreements/contracts, rental contracts or agreements as well as the deed to and ownership information for the SRHS building known as the "Singing River HealthPlex" located at 3101 Denny Avenue, Pascagoula, Mississippi. This would include any and all closing documents on sales and any and all leasing agreements with physicians, physician groups, or any other entity housed at the SRHS HealthPlex;

88. The original binder located in the offices of the Chief Financial Officer, or right outside his office, behind the secretary's desk labeled "Morrison's" which includes audits, checks, payments made to and from SRHS and Morrison's, including any and all checks, purchase orders/requests regardless of issuance or deposit;
89. Any and all calls, texts, emails, letters or correspondence of any kind with the company Shred-It during the time period January 5, 2015, at 12:00am to January 20, 2015, at 5:00am, to include any and all confirmations of services rendered to any SRHS facility;
90. Any and all minutes from the Board of Trustees meetings held from November 2014 to present, including the meeting held on February 5, 2015;
91. Any and all billing from Morrison's to SRHS from 2009 to present, to include but not be limited to any catering events, liquor purchases, internal hospital events, external hospital events, reimbursements, specifically including the Ocean Springs Educational Foundation function held in or about 2010, and the Morrison's audit associated with that year and event as well as the check associated and proof of deposit for said payment;
92. Any and all correspondence between Heath Thompson and any member of SRHS and/or Morrison's regarding the catering of the Ocean Springs Education Foundation function held in or about 2010, to include, but not be limited to texts, emails, letters, or phone records.

Sincerely,
DENHAM LAW FIRM, PLLC
BARTON LAW FIRM, PLLC


EARL L. DENHAM



ELD/lrb
Enclosures

cc: Cynthia N. Almond
Kitty Aguilar
Howard Bosarge
Maury Thompson
Brenda Eiland
Ralph Drury
All Counsel of Record
Hon. L. Breland Hilburn

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

FILED

CYNTHIA N. ALMOND

FEB 05 2015

PLAINTIFF

VERSUS

TERRY MILLER, CLERK CAUSE NO. 2014-2653 NH

By [Signature]
SINGING RIVER HEALTH SYSTEM, ET AL 4:24 pm

DEFENDANTS

**DEFENDANT, SINGING RIVER HEALTH SYSTEM'S,
MOTION TO QUASH AND FOR OTHER RELIEF**

COMES NOW the Defendant, Singing River Health System, (hereinafter referred to as "SRHS"), a community owned hospital system, by and through its Attorneys, files this its Motion To Quash the *Subpoena Duces Tecum* issued in the above, for a Protective Order, and for an Order staying all proceedings until the Court rules on the Motion To Recuse, and in support of said Motion would show unto the Court as follows, to-wit:

I. BACKGROUND

On January 26, 2015, Plaintiff caused a *Subpoena Duces Tecum* to be issued from the Chancery Clerk's office. See Subpeona Duces Tecum attached to the Motion as Exhibit 1.

On Tuesday, January 27, 2015, SRHS's General Counsel, Celeste Oglesby, was served with the *Subpoena Duces Tecum*. The *Subpoena Duces Tecum* contains fifty-eight (58) separate requests for documents and other information and commands compliance by Friday, February 6, 2015.

Prior to the issuance of this Subpoena, SRHS filed a Motion To Recuse The Honorable D. Neil Harris on January 16, 2015. The Motion To Recuse is set for hearing on February 12, 2015 before this Honorable Court.

Without waiving the matters and arguments set forth in its Motion To Recuse, SRHS moves this Honorable Court to quash the *Subpoena Duces Tecum*, enter a Protective Order prohibiting



production of said documents and things pursuant to MRCP 26(d), and enter an Order staying all proceedings pending the hearing on the Motion To Recuse.

II. ARGUMENT

SRHS has moved this Honorable Court to recuse itself from all actions pending against SRHS. Despite this fact, Plaintiff has served SRHS with an overly burdensome document request and requests compliance prior to the hearing on the Motion to Recuse. SRHS submits that the Court must decide the threshold Motion To Recuse prior to any further activity in this case. Plaintiffs' *Subpoena Duces Tecum* is premature and should be quashed.

SRHS is a party to this litigation and Plaintiff must resort to MRCP 34 to obtain requested documents rather than under MRCP 45. Plaintiff is trying to circumvent the normal discovery procedures by issuing a subpoena directly to the Defendant. Moreover, instead of serving Defendant's Attorneys with a typical request for production of documents, Plaintiff's counsel chose to personally serve SRHS's General Counsel with the subpoena when they knew the Defendant was represented by Counsel. Plaintiffs' attempt to subpoena a party, rather than a non-party contemplated by the Rule, must not be condoned.

"The leading treatises agree that although [Federal] Rule 45 may apply to both parties and non-parties, resort to Rule 45 should not be allowed when it circumvents the requirements and protection of Rule 34 for the production of documents belonging to a party.

"Although Rule 45 is not limited by its terms to non-parties, it should not be used to obtain pre-trial production of documents or things, or inspection of premises, from a party in circumvention of discovery rules or orders. Discovery from a party, as distinct from a non-party, is governed by Rule 34, not Rule 45." 7 *Moore's Federal Practice*, Section 34.02[5][e] (3d ed.) (citing *Hasbro, Inc. v. Serafino*, 168 F.R.D. 99 (D. Mass. 1996).

Stokes v. Xerox Corporation, 2006 WL 6686584 (E.D. Mich 2006) and (Construing Federal Rules of Civil Procedure which are similar to Mississippi Rules of Civil Procedure).

SRHS shows that the *Subpoena Duces Tecum*, containing over fifty-eight (58) enumerated requests for documents and other materials, spanning many years and involving many separate corporations, individuals and other entities, should be quashed. Pursuant to Mississippi Rule of Civil Procedure 45(d)(1)(A), SRHS contends that the *Subpoena Duces Tecum* requiring production within ten (10) days fails to allow a reasonable time for compliance. SRHS is entitled to the time provided in MRCP 34 and its providing for at least thirty (30) days in which to respond. SRHS is also entitled to the limitations on discoverable information as provided under MRCP 26 and case law interpreting same. The *Subpoena Duces Tecum* also seeks disclosure of privileged or other protected matter for which there is no exception or waiver that is applicable and also subjects SRHS to undue burden and expense in responding to same.

III. WRITTEN OBJECTIONS

In addition to seeking to quash the subpoena, SRHS also serves the following written objections to the requested items listed in the *Subpoena Duces Tecum* pursuant to MRCP 45(d)(2)(B)

1. Any and all documents provided to William Guice, Esquire, since March 2014 to present.

OBJECTION: This requests seeks information which is over broad, irrelevant, privileged, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

2. Any and all documents provided to Jackson County Board of Supervisors in response to any and all requests for documents since October 2014 to present;

OBJECTION: This requests seeks information which is over broad, irrelevant, privileged, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

3. Any and all documents provided to Jackson County District Attorney's office since March 2014 to present.

OBJECTION: This requests seeks information which is over broad, irrelevant, privileged, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

4. Any and all documents provided to the Federal Bureau of Investigation in response to any and all requests for documents since March 2014 to present;

OBJECTION: This request seeks information which is over broad, irrelevant, privileged, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

5. The Engagement letters and/or contracts with KPMG Consulting for financial touching on or concerning at all audits of Singing River Health System performed from 2005 to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

6. The Engagement letters and/or contracts with Transamerica Retirement Solutions Corporation touching on or concerning any and all business engagements with Singing River Health System from 2005 to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

7. The Engagement letters and/or contracts with any actuary who worked on the Singing River Health System Employees' Retirement Plan or plans from the date of inception of each plan or amended from the inception of the first retirement plan until present;

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

8. The Engagement letter and/or contract with any attorney(s) who provided counsel or advice to the Singing River Health System with regards to the Employees' Retirement Plan from the date of the inception of the first retirement plan to present;

OBJECTION: This request seeks information which is protected by the attorney-client and/or work product privilege.

9. The Engagement letter and/or contract with any accounting firm employed to provide any services to the Singing River health System Employees' retirement plan from the date of the inception of the first plan to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

10. Any and all correspondence between the Singing River Health System Employees' Retirement Plan trustees, attorneys, representatives, or advisors and the Internal Revenue Service from the date of the inception of the first retirement plan to present;

OBJECTION: This request seeks information protected by the attorney-client privilege and/or work product doctrine. Also, said request is over broad, unduly burdensome, and not likely to lead to the discovery of admissible evidence.

11. Engagement letters and/or contracts with Diversified Retirement Corporation for all

business engagements with Singing River Health System from 2005 to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

12. Any and all plans for retirement offered since 2005, by Singing River Health System to any persons or organizations, and a list of those who have participated in said plan or plans. The list shall include the name, address, and contact information for all companies which have held and/or administered each such plan.

OBJECTION: This requests seeks information which is over broad, unduly burdensome and requests confidential information.

13. Any and all correspondence regarding Singing River Health System Retirement plan to and from any and all persons acting as a trustee over said plan since March 2014 to present and received from or directed to each party, whether emails, texts, faxes, letters, or any other written communication in any form.

OBJECTION: This requests seeks information which is over broad, unduly burdensome and requests confidential information.

14. Any and all letters sent to any employees, retirees or plan participants regarding contributions to the Singing River Health System Employees' Retirement plan from 2005- Presently any of the Defendants, their agents, employees, contractors, or representatives of any nature.

OBJECTION: This requests seeks information which is over broad, unduly burdensome and requests confidential information.

15. Any and all documents displayed, made available, or physically provided to any person during new employee orientation regarding the Singing River Health System Employees' Retirement Plan from 2005 to Present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34. Also, this request is overly broad and unduly burdensome.

16. Any and all documentation showing bonuses paid to the top twenty (20) highest paid employees from 2005 to present to include a copy of all checks or transfers of money which accomplished said payments.

OBJECTION: This request is over broad, unduly burdensome and seeks irrelevant information which is also confidential.

17. Any and all Singing River Health System Employees' Retirement Plan annual statements of the top twenty (20) highest-paid employees from 2005 to present.

OBJECTION: This request is over broad, unduly burdensome and seeks irrelevant and confidential information.

18. Any and all videos, charts and/or PowerPoint presentations made by or related to any Singing River Health System employees, trustees, contractor or agent or presented to any group of Singing River health System employee concerning the Singing River Health System Employees' retirement plan.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

19. Any and all Pension Plan Annual Financial Reports from 2005 to Present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

20. Singing River Health System Employees' Retirement Plan Contract/Agreements by and between Singing River Health System and its employees, all documents detailing in writing.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

21. In addition to each Plan of Retirement in written form, copies of each and every amendment to the Singing River Health System Employees' Retirement Plan from the date of inception to Present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

22. Copies of any and all documents related to Cynthia Almond's participation in the Singing River Health System Employees' Retirement Plan.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

23. Salaries of the Singing River Health System executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer from January 2005, to present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

24. Employment contracts and amendments thereto for the Singing River Health System Executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer for the entire year of 2005, to Present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

25. Salaries of Singing River Health System's twenty (20) highest paid non-medical employees not included in previous requests.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

26. Any and all required Surety Bonds for the Singing River Health System Board of Trustees and Executive staff, included but not limited to: the Chief Executive Officer, Chief Financial Officer, and Chief Operating Officer for 2005 to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

27. Bylaws for Singing River Health System Board of Trustees.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

28. Bylaws of any entity touching or concerning Singing River Health System Hospital Administration.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

29. All official Minutes from Singing River Health System Board of Trustees Meetings from January, 2005, to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

30. Official Minutes from Singing River Health System Retirement Committee Meetings from January, 2005, to present.

OBJECTION: Defendant is a party to this matter and any such request should be the subject of a proper request for production pursuant to MRCP 34.

31. Any all contracts and purchase orders concerning Fletcher Construction company or any company or individual of like or any of its affiliations or principles or agents.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

32. Any all contracts and purchase orders, directly or indirectly concerning Crown Healthcare Laundry Service, or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

33. Any all contracts and purchase orders concerning Vending Services, Inc, or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

34. Any all contracts and purchase orders concerning Acadian, LLC, or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

35. Any all contracts, lease agreements, and purchase orders concerning Doctors Plaza, LLC, or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

36. Any all contracts and purchase orders concerning Mississippi Laundering Services any and all submitted bids concerning contracts that were awarded to Mississippi Laundering Services or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

37. Any all contracts and purchase orders concerning Jackson County Collections any and all submitted bids concerning contracts that were awarded to Jackson County Collections or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

38. Any all bids, contracts, and purchase orders concerning Trane and Airmasters any and all submitted bids concerning contracts that were awarded to Trane and Airmaster or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

39. Any all contracts, bids, and purchase orders concerning Hilton Garden Inn (Pascagoula), and any and all submitted bids concerning contracts that were awarded to Hilton Garden Inn, Pascagoula or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

40. Any all contracts, bids, and purchase orders concerning Crews Electric, and any and all submitted bids concerning contracts that were awarded to Crews Electric.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

41. Any and all audits, contracts, engagement letters prepared in connection or involving the Horne Group and Singing River Health System.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

42. Any and all information, banking statements, annual statements, and all account or accounting documents related to any account in which the SRHS Employees' Retirement deduction from pay checks were held prior to deposit into the SRHS Employee's retirement fund and the same information for the accounts into which all money was transferred from its initial depository account.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

43. Any and all payments made to Mississippi Affiliates Network from 2005 to present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence.

44. Any and all payments made to Dogan & Wilkinson, PLLC, and bills from Dogan & Wilkinson, PLLC, from September 29, 2014, to present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

45. A full and complete list with names, address, phone numbers and last date of employment of any and all current and past employees who have elected to not participate in the plan since 2009, to Present and withdrew their funds, and on which date the funds were removed.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

46. Any and all correspondence (including, emails, letters, statements, etc.) to and from the SRHS Bond Holder(s) from March 2014, to present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

47. Copies of any and all appraisals and closing documents of any and all purchases and/or sale or lease or sublease touching or concerning any and all real estate transactions from 2009, to present.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

48. Any and all contracts, bids, purchase orders, and documentation related to the purchase and transition to EPIC or any payments made directly or indirectly thereto.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

49. Any and all security tapes, videos, computer files related to the video and/or audio recordings in the Lingle Building, Financial Services, and Human Resources department of SRHS from the dates of January 5, 2015, at 12:00 a.m. to January 20, 2015, at 5:00 a.m.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

50. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG-MOB-0310-012; R-0814 Construction of a Medical Office Building submitted to Mississippi State Department of Health May, 2014.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

51. Any and all documents, payments, monies received, bond or loan company communication, etc. rules, regulations, applications, etc. touching or pertaining to the Federal Reimbursement of the EPIC computer system, the application/grant process, and any and all deposits, expenditures, and banking accounts associated with the Federal reimbursement;

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

52. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of Level II comprehensive Medical Rehabilitation Beds Con review: HG-CB-1211-02.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

53. And all documents touching or pertaining to construction of one or more chiller plants at any and all SRHS locations to include but not be limited to construction documentation, emails, memorandums, purchase orders, payments, purchases and any and all other documents touching said project.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

54. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment and Cost Overrun to Con No. R-0781 (Electrical Services Upgrade) and Con No. R-0795 (Modular Chiller Plant and pipe bridge project/ construction) review: HG-CB-1211-027.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

55. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment to Con # R-0751

(Construction of Observation Unit and Outpatient Service Improvement) Con review: HG-CB-1211-027.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

56. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG-MOB- 0310-012 Construction of a Medical Office Building submitted to Mississippi State Department of Health May, 2010.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

57. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Modular Chiller Plant and Pipe Bridge Project Con review: HG-C-0608-014 submitted to Mississippi State Department of Health August, 2009.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

58. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of a backup generator, three centrifugal chillers, and the electrical distribution Con Review No. HG- R-1207-030 submitted to the Mississippi State Department of Health February, 2008.

OBJECTION: This request is over broad, unduly burdensome, irrelevant, seeks confidential information and is not likely to lead to the discovery of admissible evidence.

IV. CONCLUSION

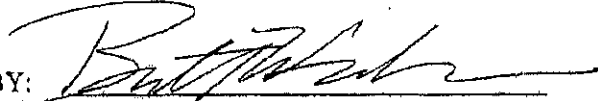
SRHS respectfully requests that this Honorable Court quash the subject *Subpoena Duces Tecum*. Plaintiff's *Subpoena* is unreasonable and oppressive. Plaintiff is impermissibly trying to circumvent the Mississippi Rules of Civil Procedure governing request for production of documents and the protections afforded responding parties therein. SRHS requests that the Court enter a Protective Order precluding any compliance with Plaintiff's *Subpoena Duces Tecum*.

WHEREFORE, PREMISES CONSIDERED, SRHS requests that the Court quash Plaintiff's *Subpoena Duces Tecum*, enter a Protective Order precluding Plaintiff from obtaining the documents and information requested within said *Subpoena Duces Tecum*,

stay all proceedings pending the Court's ruling on the Motion to Recuse, and for such other and further relief which the Court may deem appropriate.

SINGING RIVER HEALTH SYSTEM

BY:

A handwritten signature in black ink, appearing to read "Brett Williams", written over a horizontal line.

BRETT K. WILLIAMS, ATTORNEY

HANSON HORN, ATTORNEY

G. CHARLES BORDIS, ATTORNEY

A. KELLY SESSOMS, ATTORNEY

COUNSEL FOR SINGING RIVER HEALTH
SYSTEM

CERTIFICATE OF SERVICE

I, Brett K. Williams, do hereby certify on this 5th day of February, 2015, that I have forwarded via mail first class, postage prepaid, email, facsimile and/or hand delivered, a true and correct copy of the above and foregoing to the usual and regular mail addresses of the following:

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Mayo Mallette, PLLC
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Oxford, MS 38655
Fax: 662-236-0035
cmayo@mayomallette.com
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COUNSEL FOR MICHAEL TOLLESON

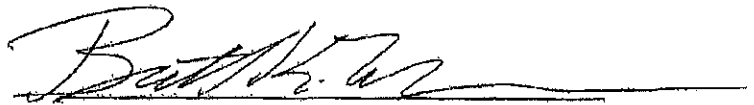
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HANSON D. HORN, ESQUIRE (MSB 103524)
G. CHARLES BORDIS, ESQUIRE (MSB 3695)
A. KELLY SESSOMS, ESQUIRE (MSB 9466)

BRETT K. WILLIAMS, (MSB 7224)
HANSON D. HORN, (MSB 103524)
G. CHARLES BORDIS, (MSB 3695)
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Dogan & Wilkinson, PLLC
P. O. Box 1618, 734 Delmas Avenue
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bwilliams@dwwattorneys.com
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IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

KITTY PATRICIA AGUILAR, PLAINTIFF
CYNTHIA N. ALMOND, PLAINTIFF
HOWARD BOSARGE, PLAINTIFF
DONNA B. BROUN, ET AL., PLAINTIFFS
VIRGINIA LAY, ET AL., PLAINTIFFS
MAURY G. THOMPSON, PLAINTIFF
BRENDA JEAN EILAND, PLAINTIFF
RALPH DRURY, PLAINTIFF

CAUSE NO. 2014-2753-NH
CAUSE NO. 2014-2653-NH
CAUSE NO. 2014-2729-NH
CAUSE NO. 2015-0027-NH
CAUSE NO. 2015-0060-NH
CAUSE NO. 2014-2695-NH
CAUSE NO. 2015-0030-NH
CAUSE NO. 2015-0001-NH

FILED

MAY 27 2015

VERSUS

TERRY MILLER, CLERK

By _____

SINGING RIVER HEALTH SYSTEM, ET AL.

DEFENDANTS

NOTICE OF SERVICE OF DISCOVERY RESPONSES

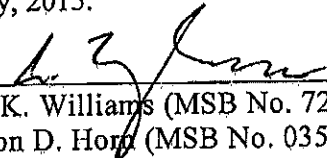
To: All Counsel of Record

NOTICE IS HEREBY GIVEN that the Defendant, Singing River Health System, served in the above entitled action a true and correct copy of the following on May 26, 2015:

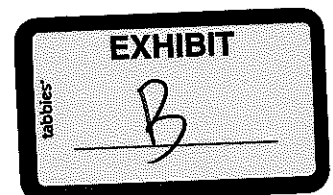
1. SRHS's Responses to Almond's Requests for Production
2. SRHS's Responses to Lay's and Broun's First Requests for Production

The undersigned counsel retains the original of the above document as custodian thereof pursuant to Local rules.

Respectfully submitted, this the 27th day of May, 2015.


Brett K. Williams (MSB No. 7224)
Hanson D. Horn (MSB No. 03524)
A. Kelly Sessoms, III (MSB No. 9466)
DOGAN & WILKINSON, PLLC
734 Delmas Avenue (39567)
Post Office Box 1618
Pascagoula, MS 39568-1618
228-762-2272 phone; 228-762-3223 fax

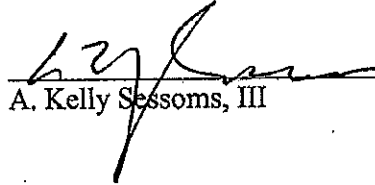
Andrea M. Kimball (Admitted Pro Hac Vice)
Carly D. Duvall (Admitted Pro Hac Vice)
DENTONS US LLP
4520 Main Street, Suite 1100
Kansas City, MO 64111-7700
816-460-2400 phone; 816-531-7545 fax



CERTIFICATE OF SERVICE

This is to certify that I, A. Kelly Sessoms, III, have emailed a correct copy of the above and foregoing Notice of Service of Discovery to all counsel of record.

This the 27th day of May, 2015.

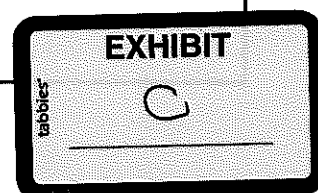

A. Kelly Sessoms, III

1 have filed Requests for Production. They
2 objected to every one of those with a
3 boilerplate objection. Every one. They
4 did not find any of them that should be
5 admissible. We want, today, for an order
6 that orders them to immediately produce
7 everything that we've requested. This is
8 not something we dreamed up.

9 I promise you our phones are
10 ringing off the hook with employees and
11 ex-employees and officials and highly
12 placed people who are telling us you need
13 to look into this, you need to
14 investigate this, you need to find out
15 about this. And every discovery request
16 is specifically tailor made to try and
17 discover what happened. Why wasn't the
18 plan funded and where did the money go.

19 THE COURT: Well, I certainly
20 appreciate your perception here. There
21 has to be some rhythm to this discovery
22 process. I'll require that they produce
23 all of the documents that are generated
24 for the purposes of the Board of
25 Supervisors audit. Those documents are

CRYSTAL LYNN MORRIS, CSR



1 THE COURT: Yes, please do. And I am
2 going to suggest to all parties that this
3 discovery issue could be easily resolved
4 by defense attorneys recognizing those
5 materials that's discoverable and going
6 ahead and presenting that to the
7 Plaintiffs on this issue of the
8 Retirement Fund Trust.

9 There is not any need in putting
10 me through the process of having an
11 order. Documents are being produced that
12 are clearly discovery. It is just not a
13 -- shouldn't be necessary in this case.

14 We have got smart lawyers here
15 who know what they are doing. Discovery
16 should just flow without being any part
17 of it.

18 MR. REEVES: We agree, Your Honor.
19 If I may be heard one more time I promise
20 I will leave you alone.

21 THE COURT: Yes.

22 MR. REEVES: We had discussed, and
23 because there has been a lot of back and
24 forth, I want to make sure it is clear
25 what we get asked. We thought it would

1 to all of the efforts of the plaintiff
2 has made in attempting to initiate,
3 discovery in this case.

4 I am going to require the
5 defendant disclose sufficient discovery
6 to adequately explain the current posture
7 of the employee retirement system and the
8 transactions that occurred in that system
9 which have brought it to the circumstance
10 it is in at this time. That is the only
11 fair way to resolve the question about
12 what has gone on with this retirement
13 system is for the defendant to make a
14 full and adequate disclosure of the
15 transactions that have occurred and the
16 transactions particularly that brought
17 the retirement system into the point
18 where the defendant feels that it is
19 necessary that the plan be abandoned.

20 I also feel that there is some
21 utility in there being a Special Master
22 appointed for the purpose of obtaining
23 discovery and purpose of interviews
24 witnesses and for obtaining expert
25 consultation in an effort to determine

CRYSTAL LYNN MORRIS, CSR

EXHIBIT

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IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

CYNTHIA N. ALMOND

PLAINTIFF

VERSUS

CAUSE NUMBER: 2014-2653 NH

SINGING RIVER HEALTH SYSTEM, et al

DEFENDANTS

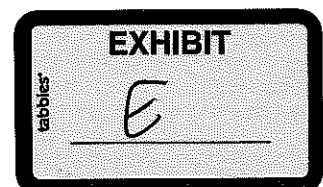
**REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED
TO DEFENDANT, SINGING RIVER HEALTH SYSTEM**

COMES NOW the Plaintiff, , by and through their attorneys of record, DENHAM LAW FIRM, PLLC, and would propound the following Requests for Production of Documents and Things, to be answered under oath by the Defendant, In answering this Requests for Production of Documents and Things, you are required to furnish all information available to you, including information in the possession of your attorney, or any other person acting in you or your attorney's behalf, and not merely such information known of your own personal knowledge. If you cannot answer any particular interrogatory or request for production in full, after exercising due diligence to secure the information sought, so state and answer to the extent possible, specifying your inability to answer the remainder.

You are reminded that under the provisions of Mississippi Rules of Civil Procedure you are:

(1) Under a duty to seasonably supplement your response with respect to any question directly addressed to:

- (a) The identity and location of persons having knowledge of any discoverable matter; and
- (b) The identity of each person expected to be called as an expert witness at trial, the subject matter on which each expert witness is



expected to testify, the substance of the facts and opinion of each expert witness, and a summary of the grounds for each opinion.

(2) You are under a duty to seasonably amend a prior response if you obtain information upon the basis of which:

- (a) You know that the response was incorrect when made; or
- (b) You know that the response, though correct when made, is no longer true, and the circumstances are such that a failure to amend the response is, in substance, a knowing concealment.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these interrogatories:

- (1) "You" or "Your" shall mean the Defendant and each of their attorneys, employees, agents or representatives, and all other persons acting on their behalf.
- (2) "Person" shall mean any individual, partnership, firm, association, corporation or other business, governmental or legal entity.
- (3) "Document" means any and each non-identical copy, whether non-identical because of alterations, attachments, blanks, comments, notes, underlining or otherwise of any writing or record whether it be a letter, email, memoranda, report, personal or handwritten note, tape, recording, videotape, digital photograph, photograph, telegram, telex, data files on computers or computer records of any kind or nature, transcript, or otherwise in the possession, custody or control of you and/or your representative, wherever the document or thing is located, however produced or reproduced, whether draft or final version. If any information requested herein is claimed to be privileged or otherwise protected from discovery, you are requested to identify in writing, with particularity, the basis for such claim, and, in the case of any document not produced, to identify in writing, its author, the date of its creation, the names, positions and capacities of all persons to whom it was addressed or by whom it has been seen, its general nature and subject matter, its present location and custodian, and the basis upon which it is claimed to be privileged or otherwise protected from discovery.
- (4) "Address" shall mean the mailing address and street address (if different from the mailing address), and include the street number and name, post office box, city, state and zip code of each subject person, business or other entity.

(5) "Identify" or "Identification," when used with reference to a person, business, or other entity, shall mean to state the full name and present or last known address and telephone number of said person, business or other entity.

(6) "Identify" or "Identification," when used with reference to a document, shall mean to state its date, author or signer, his address, type of document and all other means of identifying it, and its present or last known location or custodian; if any document was, but is no longer, in your possession, custody or control, state what disposition was made of it and the reason for its disposition.

REQUESTS FOR PRODUCTION

A. These Answers to Requests for Production are to be produced for inspection and copying at the offices of **DENHAM LAW FIRM, PLLC**, 424 Washington Avenue, Ocean Springs, Mississippi, at a date and time mutually agreeable between the parties, or, in the alternative, true and correct copies of each and every document or thing requested may be produced within the time specified by the Mississippi Rules of Civil Procedure.

B. In order to fully respond to these requests, you are instructed to conduct a reasonable search and to respond in as complete a manner as possible.

C. You are further instructed to organize and label the responses to correspond with the terms of the request or else to indicate to which request items produced are responsive.

1. **Any and all documents provided to William Guice, Esquire, since March 2014 to present;**
2. **Any and all documents provided to Jackson County Board of Supervisors in response to any and all requests for documents since October 2014 to present;**
3. **Any and all documents provided to Jackson County District Attorney's office since March 2014 to present;**
4. **Any and all documents provided to the Federal Bureau of Investigation in response to any and all requests for documents since March 2014 to present;**
5. **The Engagement letters and/or contracts with KPMG Consulting for financial touching on or concerning at all audits of Singing River Health System performed from 2005 to Present;**

6. **The Engagement letters and/or contracts with Transamerica Retirement Solutions Corporation touching on or concerning any and all business engagements with Singing River Health System from 2005 to Present;**
7. **The Engagement letters and/or contracts with any actuary who worked on the Singing River Health System Employees' Retirement Plan or plans from the date of inception of each plan or amended from the inception of the first retirement plan until Present;**
8. **The Engagement letter and/or contract with any attorney(s) who provided counsel or advice to the Singing River Health System with regards to the Employees' Retirement Plan from the date of the inception of the first retirement plan to Present;**
9. **The Engagement letter and/or contract with any accounting firm employed to provide any services to the Singing River health System Employees' retirement plan from the date of the inception of the first plan to Present;**
10. **Any and all correspondence between the Singing River Health System Employees' Retirement Plan trustees, attorneys, representatives, or advisors and the Internal Revenue Service from the date of the inception of the first retirement plan to Present;**
11. **Engagement letters and/or contracts with Diversified Retirement Corporation for all business engagements with Singing River Health System from 2005 to Present;**
12. **Any and all plans for retirement offered since 2005, by Singing River Health System to any persons or organizations, and a list of those who have participated in said plan or plans. The list shall include the name, address, and contact information for all companies which have held and/or administered each such plan;**
13. **Any and all correspondence regarding Singing River Health System Retirement plan to and from any and all persons acting as a trustee over said plan since March 2014 to present and received from or directed to each party, whether emails, texts, faxes, letters, or any other written communication in any form;**
14. **Any and all letters sent to any employees, retirees or plan participants regarding contributions to the Singing River Health System Employees' Retirement plan from 2005- Presently any of the Defendants, their agents, employees, contractors, or representatives of any nature;**

15. Any and all documents displayed, made available, or physically provided to any person during new employee orientation regarding the Singing River Health System Employees' Retirement Plan from 2005 to Present;
16. Any and all documentation showing bonuses paid to the top twenty (20) highest paid employees from 2005 to present to include a copy of all checks or transfers of money which accomplished said payments;
17. Any and all Singing River Health System Employees' Retirement Plan annual statements of the top twenty (20) highest paid employees from 2005 to present;
18. Any and all videos, charts and/or PowerPoint presentations made by or related to any Singing River Health System employees, trustees, contractor or agent or presented to any group of Singing River health System employee concerning the Singing River Health System Employees' retirement plan;
19. Any and all Pension Plan Annual Financial Reports from 2005 to Present;
20. Singing River Health System Employees' Retirement Plan Contract/Agreements by and between Singing River Health System and its employees, all documents detailing in writing;
21. In addition to each Plan of Retirement in written form, copies of each and every amendment to the Singing River Health System Employees' Retirement Plan from the date of inception to Present;
22. Copies of any and all documents related to Cynthia Almond's participation in the Singing River Health System Employees' Retirement Plan;
23. Salaries of the Singing River Health System executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer from January 2005, to Present;
24. Employment contracts and amendments thereto for the Singing River Health System Executive staff, including, but not limited to: the Chief Executive Officer, Chief Financial Officer, Director of Human Resources, General Counsel for SRHS and Chief Operating Officer for the entire year of 2005, to Present;
25. Salaries of Singing River Health System's twenty (20) highest paid non-medical employees not included in previous requests;
26. Any and all required Surety Bonds for the Singing River Health System Board of Trustees and Executive staff, included but not limited to: the Chief

Executive Officer, Chief Financial Officer, and Chief Operating Officer for 2005 to Present;

- 27. Bylaws for Singing River Health System Board of Trustees;**
- 28. Bylaws of any entity touching or concerning Singing River Health System Hospital Administration;**
- 29. All official Minutes from Singing River Health System Board of Trustees Meetings from January, 2005, to Present;**
- 30. Official Minutes from Singing River Health System Retirement Committee Meetings from January, 2005, to Present;**
- 31. Any all contracts and purchase orders concerning Fletcher Construction company or any company or individual of like or any of its affiliations or principles or agents;**
- 32. Any all contracts and purchase orders, directly or indirectly concerning Crown Healthcare Laundry Service, or any payments made directly or indirectly thereto;**
- 33. Any all contracts and purchase orders concerning Vending Services, Inc, or any payments made directly or indirectly thereto;**
- 34. Any all contracts and purchase orders concerning Acadian, LLC, or any payments made directly or indirectly thereto;**
- 35. Any all contracts, lease agreements, and purchase orders concerning Doctors Plaza, LLC, or any payments made directly or indirectly thereto;**
- 36. Any all contracts and purchase orders concerning Mississippi Laundering Services any and all submitted bids concerning contracts that were awarded to Mississippi Laundering Services or any payments made directly or indirectly thereto;**
- 37. Any all contracts and purchase orders concerning Jackson County Collections any and all submitted bids concerning contracts that were awarded to Jackson County Collections or any payments made directly or indirectly thereto;**
- 38. Any all bids, contracts, and purchase orders concerning Trane and Airmasters any and all submitted bids concerning contracts that were awarded to Trane and Airmaster or any payments made directly or indirectly thereto;**

39. Any all contracts, bids, and purchase orders concerning Hilton Garden Inn (Pascagoula), and any and all submitted bids concerning contracts that were awarded to Hilton Garden Inn, Pascagoula or any payments made directly or indirectly thereto;
40. Any all contracts, bids, and purchase orders concerning Crews Electric, and any and all submitted bids concerning contracts that were awarded to Crews Electric;
41. Any and all audits, contracts, engagement letters prepared in connection or involving the Horne Group and Singing River Health System;
42. Any and all information, banking statements, annual statements, and all account or accounting documents related to any account in which the SRHS Employees' Retirement deduction from pay checks were held prior to deposit into the SRHS Employee's retirement fund and the same information for the accounts into which all money was transferred from its initial depository account;
43. Any and all payments made to Mississippi Affiliates Network from 2005 to present;
44. Any and all payments made to Dogan & Wilkinson, PLLC, and bills from Dogan & Wilkinson, PLLC, from September 29, 2014, to present;
45. A full and complete list with names, address, phone numbers and last date of employment of any and all current and past employees who have elected to not participate in the plan since 2009, to Present and withdrew their funds, and on which date the funds were removed;
46. Any and all correspondence (including, emails, letters, statements, etc.) to and from the SRHS Bond Holder(s) from March 2014, to present;
47. Copies of any and all appraisals and closing documents of any and all purchases and/or sale or lease or sublease touching or concerning any and all real estate transactions from 2009, to present;
48. Any and all contracts, bids, purchase orders, and documentation related to the purchase and transition to EPIC or any payments made directly or indirectly thereto;
49. Any and all security tapes, videos, computer files related to the video and/or audio recordings in the Lingle Building, Financial Services, and Human Resources department of SRHS from the dates of January 5, 2015, at 12:00 a.m. to January 20, 2015, at 5:00 a.m.;

50. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG-MOB-0310-012; R-0814 Construction of a Medical Office Building submitted to Mississippi State Department of Health May 2014;
51. Any and all documents, payments, monies received, bond or loan company communication, etc. rules, regulations, applications, etc. touching or pertaining to the Federal Reimbursement of the EPIC computer system, the application/grant process, and any and all deposits, expenditures, and banking accounts associated with the Federal reimbursement;
52. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of Level II comprehensive Medical Rehabilitation Beds Con review: HG-CB-1211-027;
53. And all documents touching or pertaining to construction of one or more chiller plants at any and all SRHS locations to include but not be limited to construction documentation, emails, memorandums, purchase orders, payments, purchases and any and all other documents touching said project;
54. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment and Cost Overrun to Con No. R-0781 (Electrical Services Upgrade) and Con No. R-0795 (Modular Chiller Plant and pipe bridge project/construction) review: HG-CB-1211-027;
55. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Amendment to Con # R-0751 (Construction of Observation Unit and Outpatient Service Improvement) Con review: HG-CB-1211-027;
56. Any and all documents, payments, monies received, bond or loan company communication, etc. touching or pertaining to the Cost Overrun to Con Number: HG- MOB- 0310-012 Construction of a Medical Office Building submitted to Mississippi State Department of Health May 2010;
57. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Modular Chiller Plant and Pipe Bridge Project Con review: HG-C-0608-014 submitted to Mississippi State Department of Health August 2009;
58. Any and all documents payments, monies received, bond or loan company communication, etc. touching or pertaining to the Addition of a backup generator, three centrifugal chillers, and the electrical distribution Con

Review No. HG- R-1207-030 submitted to the Mississippi State Department of Health February 2008;

- 59. Any and all tax returns (including form 5500) pertaining to the Singing River Health System Employees' Retirement plan from inception to present;**
- 60. Any and all communication touching or concerning employer contributions to the SRHS plan managed by Transamerica, including but not limited to: statements, agreements, contracts, deposits, emails, letters, etc. to or from to include the entire time Transamerica had a contract dealing with or touching the SRHS Plan;**
- 61. Any and all communication touching or concerning employer contributions to the SRHS plan managed by Diversified, including but not limited to: statements, agreements, contracts, deposits, emails, letters, etc. to or from to include the entire time Diversified had a contract dealing with or touching the SRHS Plan;**
- 62. Any and all service orders, purchase orders, equipment orders, or maintenance documentation pertaining to or touching service work performed by SRHS (or a division of) on any and all vehicles owned by Acadian LLC, or Morris Strickland or any of Morris Strickland's businesses or corporations;**
- 63. Any contracts, purchase orders, payments made to or from Vending Services LLC to any and all SRHS facilities to include the number of vending machines, the monthly and annual payments received to and from Vending Services, LLC, and any and all purchase orders and correspondence concerning the maintenance of a contract with Vending Services, LLC, owner Morris Strickland;**
- 64. Any and all campaign contributions made by Singing River Health System to any local, state, or federal campaign from 2008 to present, to include currency, services, facility usage, etc.;**
- 65. Any and all correspondence relating to bills as well as the redacted bills from SRHS or any SRHS clinic that were "written off" for any and all members of the Board of Trustees, Jackson County Board of Supervisors, Members of Dogan & Wilkinson, PLLC or immediate family members. (Bills may be redacted to include only the name and amount of services that were forgiven.);**
- 66. The Engagement letters and/or contracts with Wheless Partners touching on or concerning all persons hired through connection with Wheless Partners from the date of the beginning of the relationship between Wheless Partners and SRHS to present and the individuals' benefit and salary package;**

67. Any and all engagement letters and/or contracts with Lockhard Williams touching on or concerning the purchase, lease, and/or use of the computer system purchased and/or leased for SRHS use. Documents to include where the computer system is housed, who monitors and maintains it, and what other companies and or corporations use or have access to the system purchased by Singing River Health System
68. Any and all documentation touching on or pertaining to " corporate retreats" held for the years 2009 to present, to include golf packages, liquor purchases or "donations," hotel or other accommodations at the Grand Resort in Mobile, Alabama, Destin, Florida, Orange Beach, Alabama, or any other location. This is to include, but not be limited to email correspondence, letters, purchase orders, receipts, expense vouchers, and any and all photos taken by those in attendance at the "corporate retreats."
69. Any and all retirement documents touching on and concerning pension statements and payroll records for any and all employees who are currently receiving pension payments as well as salary compensation as fulltime or part-time employees, employees termed "double dippers," to include correspondence regarding hiring, salary, benefits, dates of employment, pension contributions by both employer and employee, and any and all other information pertaining to the payments received by those termed "double dippers," (those who receive pension payments and are currently employed at SRHS or a SRHS clinic)
70. Any and all employment and human resource records concerning anyone who received specialized training in the EPIC system out of town, including but not limited to Deanne Phillips or any other employee sent for specialized training. Documents would include but not be limited to documents touching on or concerning: travel vouchers, expenses, payments to and from any employee receiving special training, correspondence regarding employment status, salary information for any and all employees who received an employment status change after or during attendance of EPIC training;
71. Any and all documents touching on and/or pertaining to any employee who received a "lump sum" retirement and/or pension payment from the SRHS retirement/ pension plan from 2009 to present. Documents to include, but not be limited to the request for payment, the amount of payment, the account in which the payment was transferred, a copy of the documentation showing the amount which was owed to said person, and the receipt of payment;
72. Any and all payments made to Barry Cockrell and/or the Baker Donnelson Law Firm from SRHS or any of its subsidiaries from 2005 to present, and any documentation regarding the SRHS pension plan;

- 73. Any and all expense vouchers, payments, itineraries and correspondence regarding the travel to and from the meeting(s) with the Bonding Company or companies to include but not limited to documents touching on persons in attendance at any and all meetings, teleconferences, documents obtained at meeting, agendas, minutes, and any and all documents signed by representatives of SRHS at any of said meetings;**
- 74. All tax returns and banking account statements touching on or concerning Singing River Hospital System Foundation from inception to present;**
- 75. All tax returns and banking account statements touching on or concerning Singing River Health System (SRHS) Employees Benefit Fund from inception to present;**
- 76. All tax returns and banking account statements touching on or concerning Singing River Health Services Fund from inception to present;**
- 77. All tax returns and banking account statements touching on or concerning Coastal Mississippi Healthcare Fund Incorporated, from inception to present;**
- 78. All tax returns and banking account statements touching on or concerning Grand Bay Medical Clinic Incorporated, from inception to present;**
- 79. All tax returns and banking account statements touching on or concerning Singing River Clinical Integrations, LLC, from inception to present;**
- 80. All tax returns and banking account statements touching on or concerning Singing River Health System (SRHS) Employees Benefit Fund from inception to present;**
- 81. All tax returns and banking account statements touching on or concerning Coastal MRI, LLC, from inception to present;**
- 82. All tax returns and banking account statements touching on or concerning Singing River Medical Society, LLC from inception to present;**
- 83. All tax returns and banking account statements touching on or concerning Anesthesia Services, LLC, from inception to present;**
- 84. All tax returns and banking account statements touching on or concerning Coastal Mississippi Healthcare Foundation, also known as Singing River Health System Foundation, Coastal Mississippi Healthcare Foundation, Coastal Mississippi Healthcare, Inc., Coastal Mississippi Healthcare Fund, Inc, Singing River System Charitable Trust, Inc., from inception to present;**
- 85. Any and all proposed planning annual budgets from 2009 to present. Documents to include all budgets, especially budgets for the pension plan, contract labor, rental space, physicians, bonuses, retreats/travel, and all forms of the annual budgets**

including any amendments and auditing (internal and/or external) auditing of budget(s);

86. Any and all emails, on either server, and through Outlook and/or Groupwise, or any other email program, touching on or concerning and/or pertaining to the funding, lack of funding or knowledge of funding issues regarding the SRHS Employees' Retirement Plan;
87. Any and all leasing agreements/contracts, purchase agreements/contracts, rental contracts or agreements as well as the deed to and ownership information for the SRHS building known as the "Singing River HealthPlex" located at 3101 Denny Avenue, Pascagoula, Mississippi. This would include any and all closing documents on sales and any and all leasing agreements with physicians, physician groups, or any other entity housed at the SRHS HealthPlex;
88. The original binder located in the offices of the Chief Financial Officer, or right outside his office, behind the secretary's desk labeled "Morrison's" which includes audits, checks, payments made to and from SRHS and Morrison's, including any and all checks, purchase orders/requests regardless of issuance or deposit;
89. Any and all calls, texts, emails, letters or correspondence of any kind with the company Shred-It during the time period January 5, 2015, at 12:00am to January 20, 2015, at 5:00am, to include any and all confirmations of services rendered to any SRHS facility;
90. Any and all minutes from the Board of Trustees meetings held from November 2014 to present, including the meeting held on February 5, 2015;
91. Any and all billing from Morrison's to SRHS from 2009 to present, to include but not be limited to any catering events, liquor purchases, internal hospital events, external hospital events, reimbursements, specifically including the Ocean Springs Educational Foundation function held in or about 2010, and the Morrison's audit associated with that year and event as well as the check associated and proof of deposit for said payment;
92. Any and all correspondence between Heath Thompson and any member of SRHS and/or Morrison's regarding the catering of the Ocean Springs Education Foundation function held in or about 2010, to include, but not be limited to texts, emails, letters, or phone records.

Respectfully submitted,

BY: DENHAM LAW FIRM, PLLC

BY: 
EARL L. DENHAM

BY: BARTON LAW FIRM, PLLC

BY:


W. HARVEY BARTON

CERTIFICATE

I, EARL L. DENHAM, do hereby certify that I have this day forwarded via mail, first class postage prepaid, a true and correct copy of the above and foregoing document to the usual and regular mailing address of the following:

Brett Williams, Esquire
Dogan & Wilkinson, PLLC
Post Office Box 1618
Pascagoula, MS 39568-1618

SO CERTIFIED on this the 10th day of February, 2015.


EARL L. DENHAM


W. HARVEY BARTON

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