

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

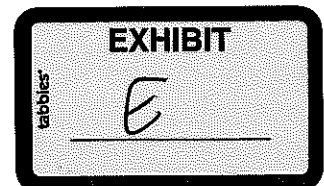
**REQUESTS FOR PRODUCTION OF DOCUMENTS AND THINGS PROPOUNDED
TO DEFENDANT, SINGING RIVER HEALTH SYSTEM**

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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