

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

CYNTHIA N. ALMOND, *et al*

PLAINTIFF

VERSUS

CAUSE NO. 2014-2653

SINGING RIVER HEALTH SYSTEM, *et al*

DEFENDANT

NOTICE OF SERVICE OF DISCOVERY REQUESTS

NOW COMES the undersigned counsel for the Plaintiff, **CYNTHIA N. ALMOND**, *et al*, and hereby gives notice that the following discovery pleadings have been mailed to all counsel of record:

- (a) Supplemental Requests for Production (No. 93-105)

Further, notice is hereby given to the Court that I have retained the original of these discovery requests in our file.

Respectfully submitted this the 2nd day of June, 2015,

BY: DENHAM LAW FIRM, PLLC
BY: BARTON LAW FIRM, PLLC

BY: 
EARL J. DENHAM

BY: _____
W. HARVEY BARTON

CERTIFICATE

I, W. HARVEY BARTON, do hereby certify that I have this day forwarded email, a true and correct copy of the above and foregoing *Notice of Service of Discovery Requests* to the usual and regular email address to all associated parties.

SO CERTIFIED on this the 2nd day of June, 2015.

W. HARVEY BARTON
MS Bar No.: 2104
BARTON LAW FIRM, PLLC
3007 Magnolia Street
Pascagoula, MS 39567
228.769.2070 Telephone
228-769-1992 Facsimile

IN THE CHANCERY COURT OF JACKSON COUNTY, MISSISSIPPI

CYNTHIA N. ALMOND, *et al*

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

COMES NOW the Plaintiff, CYNTHIA N. ALMOND, *et al*, by and through her attorneys of record, BARTON LAW FIRM, PLLC and DENHAM LAW FIRM, PLLC, and would propound the following Supplemental Requests for Production of Documents and Things, to be answered under oath by the Defendant, SINGING RIVER HEALTH SYSTEM. In answering this Supplemental 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, or **BARTON LAW FIRM, PLLC**, 3007 Magnolia Street, Pascagoula, 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.

ITEM NUMBERS BELOW CONTINUE FROM THE FIRST REQUEST FOR PRODUCTION PROPOUNDED TO DEFENDANT, AS THAT DOCUMENT HAD NINETY-TWO (92) REQUESTS. THE SUPPLEMENTAL DISCOVERY BELOW WILL BEGIN WITH NUMBER NINETY-THREE (93)

93. Any and all contracts, letters of engagement, products, audits, Assumption reviews, and documentation touching on or concerning items provided to and from Watson Wyatt Worldwide. This includes the data sent to Watson Wyatt Worldwide, and any correspondence and findings provided the hospital based on their evaluation from 2002 to present.

94. Any and all corporate documents touching on or concerning the creation of Ambulatory Services, including any property purchases and sales, bank account listing, credit lines, board members, and statements of any and all accounts since the inception of Ambulatory Services to the present.

95. Any and all 501(c)3 formation documents touching on or concerning the creation of the Singing River Health Services Foundation including any property purchases and sales, bank account numbers, credit lines, board members, and statements of any and all accounts since the inception of Singing River Health Services Foundation, or any other name the SRHS Foundation has been known by from inception to present.
96. Any and all correspondence and documentation touching on or concerning the bond reduction from \$100,000.00 to \$10,000.00 on or about 2008-2012. This would include emails, letters, correspondence, text messages, instant messages, and contracts or letters of engagement which would show the authorization of the reduction in bond.
97. Any and all documents touching on and/or concerning administrative, actuarial and investment expenses for each year from the inception of the Plan to current.
98. Any and all bank statements, lines of credit, investments, gains and losses touching on or concerning the account in which the funds for the Singing River Health System Employee's Pension plan was associated.
99. Any and all documents, emails, correspondence, meeting minutes, or memos touching on or concerning the planning and decision making regarding the halting of the SRHS payments into the SRHS Pension Plan fund. This may include actuarial reviews, statements, text messages, or any other correspondence which contributed to and/or resulted in the halting of the funding of the "Plan."
100. Any and all contracts, engagement letters, and correspondence touching on or concerning FiduciaryVest, formerly Author Andersen, which includes all documents, actuarial reports, financial information and the such provided them, and any and all reports, emails, and/or plans of action offered by FiduciaryVest to SRHS from the first signed contract with Author Andersen or FiduciaryVest to present.
101. Any and all documents touching on or concerning meetings held by FiduciaryVest, formerly Author Andersen, travel, and any and all documentation provided by FiduciaryVest, formerly Author Andersen during any and all presentations, meetings, site visits, or any other meeting held between a representative with SRHS touching on or concerning the SRHS Pension Plan from the first signed contract with Author Andersen or FiduciaryVest to present.
102. Any and all UPL Program money paid to SRHS documentation touching on or concerning the receipt of the money, deposits made and the accounts into which it was made, the allocation of the funds, and the funding requirements for any and all monies received regarding the UPL Program from the first year UPL Monies were received by SRHS to present.
103. Any and all contracts and/or letters of engagement between SRHS, Dogan & Wilkinson, or any SRHS entity and Boyce Holleman and Associates touching on and/or concerning representation of SRHS for the purpose of this litigation, including the source of any and all funding toward a retainer or payment for services.

104. Any and all contracts and/or letters of engagement between SRHS, or any of its entities and Franke & Salloum, PLLC touching on and/or concerning representation of SRHS for the purpose of this litigation, including the source of any and all funding toward a retainer or payment for services and method of payment.
105. Any and all contracts and/or letters of engagement between SRHS and DENTONS US, LLP touching on and/or concerning representation of SRHS or any of its entities for the purpose of this litigation, including the source of any and all funding toward a retainer or payment for services and method of payment.

Respectfully submitted,

BY: DENHAM LAW FIRM, PLLC
BY: BARTON LAW FIRM, PLLC

BY: _____
W. HARVEY BARTON

CERTIFICATE

I, W. HARVEY BARTON, do hereby certify that I have this day forwarded via email to all parties involved, and both via email and US Mail to Brett Williams, Esq. and Carly Duvall, Esq. first-class postage prepaid, a true and correct copy of the above and foregoing document to the usual and regular mailing address of all parties involved

SO CERTIFIED on this the _____ day of June, 2015.

W. HARVEY BARTON

W. HARVEY BARTON
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