

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

ST. JOSEPH HEALTH SERVICES OF  
RHODE ISLAND, INC.

v

ST. JOSEPHS HEALTH SERVICES OF  
RHODE ISLAND RETIREMENT PLAN,  
as amended.

:  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

C.A. No: PC-2017-3856

**RESPONSES AND OBJECTIONS OF INTERESTED PARTY PROSPECT  
CHARTERCARE, LLC, TO SUBPOENA ISSUED BY RESPONDENT ST. JOSEPHS  
HEALTH SERVICES OF RHODE ISLAND RETIREMENT PLAN**

Interested Party, Prospect CharterCare, LLC (“PCLLC”) hereby responds and objects to the subpoena served upon it on December 4, 2017 by Respondent, St. Josephs Health Services of Rhode Island Retirement Plan (“Respondent”).

**Definitions and Instructions**

1. The following terms when used herein for purposes of asserting objections to the requests set forth in the Subpoena (the “Requests”) shall refer to the meanings as set forth below:

(a) “Overbroad” shall mean that PCLLC objects on the basis that the request is unduly burdensome, oppressive, vague and ambiguous, overly broad, unreasonably cumulative and/or duplicative.

(b) “Relevance” shall mean that PCLLC objects on the basis that Respondent seeks documents or responses that are neither relevant to the subject matter involved in this litigation, nor reasonably calculated to lead to the discovery of admissible evidence.

(c) “Equally Available” shall mean that PCLLC objects on the basis that Respondent seeks information or documents that are equally available to both parties.

(d) “Not Available” shall mean that PCLLC objects on the basis that Respondent seeks the production of documents that are not presently in Defendant’s possession, custody or control, or call upon Defendant to create or recreate any documents that are not presently in existence.

(e) “Privilege” shall mean that PCLLC objects on the basis that Respondent seeks the production of documents covered by the attorney-client privilege, the work-product doctrine, or any other applicable privilege recognized by law. In the event that any privileged document is produced by PCLLC, its production is inadvertent and does not constitute a waiver of any privilege. With respect to any otherwise discoverable information that PCLLC withholds due to privilege, work-product protection, or other privilege recognized by law, PCLLC will expressly make the claim and describe the nature of the documents, communications, or things not produced or disclosed in a manner that consistent with Super.R.Civ.P. 26 (b) (5).

2. PCLLC objects to the Requests to the extent they seek the production of documents containing confidential or proprietary information. Without waiving objections, PCLLC will produce records subject to terms of the Order governing disclosure of confidential materials entered by the Court on January 12, 2018.

3. PCLLC objects to the Requests to the extent that they call for PCLLC to produce electronically stored information in an amount or manner other than as provided for in Super.R.Civ. P. 26 or from sources that are not reasonably accessible because of undue burden or expense including due to the scope of information requested and/or the manner or location of its storage.

4. The responses set forth herein are based on and therefore necessarily limited by the records and information presently recollected and/or thus far discovered in the course of

preparation of these responses, and currently available to PCLLC. Consequently, PCLLC reserves the right to assert further objections or make any changes in or additions to any of these responses if it appears at any time that errors or omissions have been made therein.

5. The responses are made subject to the Stipulation among Receiver, PCLLC and St. Joseph Health Services of Rhode Island, Inc. submitted on March 1, 2018.

### Responses

1. All documents and information to which Section 13.7 of the **Asset Purchase Agreement** pertains.

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

2. In relation to the statements contained in or subject matter of the **November 28 Letter:**

- a. All documents relating to communications with **SJHSRI, RWH, CHARTERCARE**, or their officers, agents, directors, or attorneys, relating to subpoenas or compliance with subpoenas issued in connection with *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan* (PC 2017-3856);
- b. All documents provided to **SJHSRI, RWH, CHARTERCARE**, or their officers, agents, directors, or attorneys, relating to subpoenas or compliance with subpoenas issued in connection with *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan* (PC 2017-3856);
- c. All documents relating to **SJHSRI's** efforts to comply with subpoenas issued in connection with *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan* (PC 2017-3856);
- d. All documents relating to **Prospect's** efforts to comply with subpoenas issued in connection with *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan* (PC 2017-3856);

**Response:** Overbroad. Relevance. Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

3. All documents concerning the status or qualification *vel non* of the **Plan** as a church plan, including but not limited to all legal opinion letters that may be referenced in paragraph 7 of the Verified Petition;

**Response:** Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

4. All documents concerning the **Plan**, including any plan documents, reports, and actuarial valuations;

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

5. All trust agreements, or modifications of trust agreements, relating to the **Plan**;

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

6. All documents relating to authorizations regarding purchases or sales for accounts held by or relating to the **Plan**;

**Response:** PCLLC will produce responsive documents in its possession, custody or control.

7. All documents relating to investments or recommendations concerning the assets of the **Plan**;

**Response:** Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

8. All records of transactions since January 1, 2003 for assets or accounts referenced in Request #6 above;

**Response:** PCLLC will produce responsive documents in its possession, custody or control.

9. All documents relating to identification or enumeration of trustees, or their appointments, tenures, resignations, or terminations, and all authorizations of trustees

relating to assets or accounts referenced in Request #6 above;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

10. All documents relating to the establishment, functions, or conduct of any board, committee, or subcommittee that administers or administered the **Plan**, including any board or committee or subcommittee resolutions and any appointments to such board, committee, or subcommittee;

**Response:** Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

11. All documents relating to minutes of the boards of directors of **SJHSRI**, the **Plan**, **RWH**, or **CHARTERCARE**, and all documents relating to minutes of any committee or subcommittee thereof;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

12. All documents relating to identification or enumeration of the directors of **SJHSRI**, the **Plan**, **RWH**, or **CHARTERCARE**, or their appointments, tenures, resignations, or terminations, including resumes or curricula vitae;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

13. All documents relating to identification or enumeration of the officers of **SJHSRI**, the **Plan**, **RWH**, or **CHARTERCARE**, or their appointments, tenures, resignations, or terminations, including resumes or curricula vitae;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

14. All documents relating to identification or enumeration of human resources employees of **SJHSRI**, the **Plan**, **RWH**, or **CHARTERCARE**, or their appointments, tenures, resignations, or terminations, including resumes or curricula vitae;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

15. All documents relating to payroll or expense records for employees of **SJHSRI, the Plan, RWH, or CHARTERCARE**, after May 2014;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

16. All documents relating to communications (including correspondence and notes of conversations) to or from Bank of America, Fleet Bank, Mercer, the Angell Pension Group, or the Office of the Rhode Island Attorney General, in relation to the **Plan**;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

17. All documents relating to communications (including correspondence and notes of conversations) to or from the U.S. Internal Revenue Service and/or the U.S. Department of Labor and/or the Rhode Island Division of Taxation relating to the **Plan**, including any opinion letters and letter rulings and any correspondence relating to opinion letters or letter rulings or requests for same;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

18. All documents relating to communications (including correspondence, notes of conversations, and directives) to or from the **Bishop of Providence** (or his designees or agents) or the **Diocese** (or its designees or agents) concerning the management, administration, governance, finances, or Catholicity of **SJHSRI** or the **Plan**;

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

19. All documents relating to communications (including correspondence and notes of conversations) to or from the Rhode Island Department of Health or the Health Planning and Accountability Advisory Council regarding hospital mergers or conversions;

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

20. All contracts between **SJHSRI, RWH, or CHARTERCARE**, on the one hand, and any of Bank of America, Fleet Bank, **Mercer**, and/or the Angell Pension Group, or any of their predecessors or successors;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

21. All documents submitted (inclusive of supplemental submissions and exhibits) to the Attorney General's office, the Rhode Island Department of Health, or any other agency of state or federal government, regarding the **Plan** or hospital conversions or mergers, including without limitation the conversion transactions approved in 2009 and 2014;

**Response:** Overbroad, Relevance, Equally Available. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

22. All documents concerning financial assistance, payments, or loans from the **Diocese**, or the Inter-Parish Loan Fund, Inc., or any other entity, to **SJHSRI, the Plan, RWH, or CHARTERCARE;**

**Response:** Overbroad, Relevance, Equally Available. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

23. All documents concerning financial assistance, payments, or loans to the **Diocese** or the Inter-Parish Loan Fund, Inc., or any other entity, from **SJHSRI, the Plan, RWH, or CHARTERCARE;**

**Response:** Overbroad, Relevance, Equally Available. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

24. All articles of incorporation, bylaws, limited liability company agreements, and operating agreements, including any amendments or revisions thereto, of the **Plan, SJHSRI, RWH, CHARTERCARE, or Prospect CharterCARE;**

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

25. All documents concerning denominational requirements or statements of faith for employees, directors, officers, agents, managers, fiduciaries, members, physicians, nurses, or patients of **SJHSRI** or the **Plan;**

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

26. All documents concerning any ERISA fidelity bonds;

**Response:** Overbroad, Relevance, Equally Available, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

27. All insurance policies (including umbrella and excess policies) under which:

- a. **SJHSRI** or the **Plan** has been or was provided with insurance coverage during the period from January 1, 2003 through the present, inclusive (whether or not **SJHSRI** contends or denies there is coverage that may be relevant to the **Plan**); or
- b. **Prospect CharterCARE** has been or was provided with insurance coverage during the period from January 1, 2013 through the Present, inclusive (whether or not **Prospect CharterCARE** contends or denies there is coverage that may be relevant to the **Plan**);

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

28. All insurance documents relating to:

- a. self-insurance funds or trusts under which **SJHSRI** or the **Plan** has been or was provided with insurance coverage during the period from January 1, 2003 through the present, inclusive (whether or not **SJHSRI** contends or denies there is coverage that may be relevant to the **Plan**); or
- b. self-insurance funds or trusts under which **Prospect CharterCARE** has been or was provided with insurance coverage during the period from January 1, 2013 through the Present, inclusive (whether or not **Prospect CharterCARE** contends or denies there is coverage that may be relevant to the **Plan**);

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

29. All audited or unaudited financial statements relating to **SJHSRI** or the **Plan**;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

30. All federal and state tax returns, including all Form 990 filings or amendments, all Form 990-PF filings or amendments, and all Form 5500 or Form 5500-SF filings and amendments, for **SJHSRI**, the **Plan**, **RWH**, **CHARTERCARE**, or **Prospect CharterCARE**;



**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

31. All applications and submissions to the U.S. Conference of Catholic Bishops relating to taxation or tax exemption (and any related correspondence or responses), including all Form 0928A forms and attachments;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

32. All documents produced or obtained in discovery in *Gmuer, M.D. v. St. Joseph Health Services of Rhode Island*, 09-cv-00628 (D.R.I.), including responses to subpoenas *duces tecum* or requests for production of documents, answers to interrogatories, and deposition transcripts;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

33. All other documents relating to *Gmuer, M.D. v. St. Joseph Health Services of Rhode Island*, 09-cv-00628 (D.R.I.), including all correspondence to or from 0's counsel and all settlement documents;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

34. All documents produced or obtained in discovery in *Moniz v. St. Joseph Hospital*, 95-cv-00102 (D.R.I.), including responses to subpoenas *duces tecum* or requests for production of documents, answers to interrogatories, and deposition transcripts;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

35. All other documents relating to *Moniz v. St. Joseph Hospital*, 95-cv-00102 (D.R.I.), including all correspondence to or from plaintiff's counsel and all settlement documents;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

36. All documents (including disks of documents) relating to any *cy pres* petition or matter, including *In re: CharterCARE Health Partners Foundation, Roger Williams Hospital, and St. Joseph Health Services of Rhode Island* (KM-2015- 0035), *In re CharterCARE Health Partners* (PB-2011-6822), *Saint Joseph Health Services and Saint Joseph Health Services Foundation v. Patrick C. Lynch* (PB- 2009-6693), *Roger Williams Hospital v. Patrick C. Lynch* (PB-2009-6694), and *Roger Williams Medical Center v. Patrick Lynch* (PB-2009-6695), including any reports or disclosures submitted to the Attorney General's office relating to *cy pres* matters;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

37. All documents (including accounting records) relating to transfers or dispositions of assets that are or were the subject of any *cy pres* petition;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

38. All documents relating to reporting and/or accounting of profits from **Prospect CharterCARE**;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

39. All documents relating to the assets of **SJHSRI** (as distinguished from those of its affiliated entities) since 2003;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

40. All documents relating to the assets of **SJHSRI** (as consolidated with its affiliated entities) since 2003;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

41. All documents relating to any consideration given or obtained by **CHARTERCARE** in connection with the sale transaction concerning the Asset Purchase Agreement dated as of September 24, 2013, other than the transfer of assets by any of **CHARTERCARE's** subsidiaries;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

42. All QuickBooks files (or files for similar accounting software) for the **Plan, SJHSRI, RWH, CHARTERCARE, or Prospect CharterCARE** since 2003;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

43. All documents given or transmitted to employees or prospective employees referring to the **Plan** or any employee benefits, including without limitation employee handbooks, manuals, summaries and the like, from the inception of the **Plan** to the present time;

**Response:** Overbroad, Relevance. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

44. All documents relating to recruitment advertisements for employees or positions to whom the **Plan** was or could be applicable, from the inception of the **Plan** to the present time;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

45. All documents relating to document retention policies;

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

46. All documents relating to the purchase price or valuations of assets for the transaction referred to in paragraph 5 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents.

47. All documents relating to the “elect[ion] to contribute \$14,000,000 to the Plan” referred to in paragraph 5 of the **Verified Petition** in its possession, custody or control.

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents.

48. All documents relating to the continuation of “affiliation during and after the sale” referred to in paragraph 6 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

49. All documents relating to the different “concept[s] of 'funding'” referred to in footnote 3 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

50. All documents relating to “all of the long-term issues affecting the Plan” that were not “consider[ed]”, referred to in footnote 3 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

51. All documents relating to the statement in paragraph 7 of the **Verified Petition** that “Petitioner is advised and believes that the Plan will lose 'church plan' status on or before December 31, 2018”;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

52. All documents relating to or supporting the assertion that “Petitioner does not have the financial resources to make such payments, or to comply with the other financial and regulatory requirements of ERISA” in paragraph 8 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

53. All documents concerning the derivation of or rationale for the request in the **Verified Petition** to reduce pension benefits in the specific amount of 40%, including by whom, when, and how the 40% figure was derived;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

54. All documents relating to the “request[ ] that Angell perform an analysis of the Plan based upon a uniform reduction of 40%” in paragraph 13 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

55. All documents relating to or supporting the assertion that “Petitioner believes that a uniform reduction of 40% of pension benefits is likely the most reasonable approach to achieving an equitable resolution for all beneficiaries” in paragraph 15 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

56. All documents relating to or supporting the statement that “the net assets of Petitioner, RWH and CCB may become available to assist with the Plan” in paragraph 16 of the **Verified Petition**, or to the possible or actual disposition of such net assets;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

57. All documents relating to why the “potential for additional Plan funds is not contemplated by the Benefit Adjustment Analysis” as stated in paragraph 16 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of

Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

58. All documents relating to why “Petitioner believes that the Plan should not be terminated immediately” as stated in paragraph 17 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

59. All documents relating to the “opportunity to benefit from the contribution of additional funds” referred to in paragraph 18(b) of the **Verified Petition**, including any documents identifying such additional funds and any projections of additional funds;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

60. All documents relating to or supporting the statement in paragraph 21 of the **Verified Petition** that “Petitioner further believes that the current administrators and actuaries of the Plan should remain in place for administrative purposes and to continue to render services to the Plan consistent with past practice”;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

61. All documents relating to how or why “administrative expenses of the **Plan**, other than investment management and custodian fees, have been paid for with non- Plan assets” as referred to in footnote 9 of the **Verified Petition**, including documents relating to whom and when such payments have been made;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

62. All documents relating to the distinction between “administrative expenses” and

“investment management and custodian fees” referred to in footnote 9 of the **Verified Petition**;

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

63. All documents relating to the “impairment of participant claims” referred to in footnote 9 of the **Verified Petition**; and

**Response:** Overbroad, Relevance, Privilege. Further, PCLLC did not prepare the Verified Petition and objects to the extent it is requested to interpret the subjective intent of Petitioner. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

64. All documents relating to the “Allocation” referred to in section 2.11 of the **Asset Purchase Agreement**.

**Response:** Overbroad, Relevance, Privilege. Without waiving objections, PCLLC will produce responsive documents in its possession, custody or control.

PROSPECT CHARTERCARE, LLC,

By its attorneys,

/s/ Joseph V. Cavanagh, III  
Joseph V. Cavanagh, Jr. #1139  
Joseph V. Cavanagh, III #6907  
Blish & Cavanagh LLP  
30 Exchange Terrace  
Providence, RI 02903  
ph: 401-831-8900  
fax: 401-751-7542  
jvc@blishcavlaw.com  
jvc3@blishcavlaw.com

**CERTIFICATE OF SERVICE**

I hereby certify that on this 11th day of May, 2018, the within document was served by hand delivery, First Class mail and electronically served through the Rhode Island Superior Court Case Management System by means of the EFS and is available for downloading to counsel for the Receiver as follows:

Max H. Wistow Esq.  
Stephen P. Sheehan, Esq.  
Benjamin G. Ledsham Esq.  
Wistow, Sheehan & Loveley, PC  
61 Weybosset Street  
Providence, RI 02903

/s/ Joseph V. Cavanagh, III