

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

ST. JOSEPH HEALTH SERVICES OF :
RHODE ISLAND, INC. :

vs. :

C.A. No: PC-2017-3856

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

**RESPONDENT’S REPLY MEMORANDUM IN SUPPORT OF ITS
MOTION TO COMPEL DOCUMENTS FROM ST. JOSEPH HEALTH
SERVICES OF RHODE ISLAND AND FOR MONETARY SANCTIONS**

Petitioner St. Joseph Health Services of Rhode Island, Inc. (“SJHSRI”) has consistently shown an appalling lack of regard for the interests of the plan participants. This motion practice is necessary to address the latest of its dilatory tactics. SJHSRI served its opposition (“SJHSRI’s Opp. Memo.”) to the instant motion on New Year’s Eve, eleven days after Special Counsel filed the motion. That opposition is riddled with falsehoods¹ and unsubstantiated² *ad hominem* attacks³ on Special Counsel, in an

¹ For example, SJHSRI makes this false assertion:

As the Court is aware, SJHSRI has thus far paid for all of SC’s pleadings and hearings in this case through an advance of \$650,000 requested by SC and the Receiver; an advance required for payment of, among other things, SC’s fees and expenses.

SJHSRI’s Opp. Memo. at 13 n.18. In actuality, the referenced \$650,000 was paid by Roger Williams Medical Center, not SJHSRI. See Exhibit 18 (two checks from Roger Williams totaling \$650,000).

² SJHSRI contends that its “good faith conduct and its efforts to work cooperatively with [Special Counsel] are demonstrable” (SJHSRI Opp. Memo at 3), but that “demonstration” consists primarily of inaccurate characterizations of oral communications, emails and letters to and from Special Counsel, with no affidavit attesting to the oral communications, and not attaching most of those emails or letters. SJHSRI thereby puts Special Counsel in the unfair position of either not defending itself, or burdening the Court with the written communications and counsel’s affidavit concerning the oral communications, or simply countering with similarly unsubstantiated characterizations. We choose for the most part to ignore them

obvious attempt to deflect blame for SJHSRI's failures to produce documents.

SJHSRI's foot-dragging follows in the larger context of the many years that SJHSRI knew the pension plan was insolvent but failed to either disclose or take appropriate steps to address that insolvency, and the urgency that SJHSRI subsequently attempted to impose upon the Court and the plan participants by the Petition, requesting the Court order an immediate 40% reduction in benefits to all plan participants.

SJHSRI has known for years that the Plan would fail, and yet did nothing while continuing to communicate with plan participants without disclosing the dire circumstances. Specifically, in March 2014, SJHSRI's management knew that the Retirement Plan would run out of money in 2034 if no more contributions were made beyond the \$14 million received from the hospital conversion transaction.⁴ In fact no more contributions have been made to date. They also knew that most of the active plan participants were under age 55,⁵ and many of the beneficiaries were much

rather than further burden the Court, with the exception of providing the Court with the communications that evidence that even now SJHSRI is conditioning its production of documents on Special Counsel agreeing to SJHSRI producing nearly 80 boxes of documents which SJHSRI has not reviewed for responsiveness, privilege, work product, or confidentiality, with SJHSRI reserving the right to claw back documents when it finally gets around to that review.

³ For example, SJHSRI alleges that Special Counsel "unilaterally expanded the scope of his engagement, apparently usurping the duties of the Receiver in this case." SJHSRI's Opp. Memo. at 9 n.15. Special Counsel has previously been accused of many things, but never of being an usurper. SJHSRI apparently is complaining that Special Counsel believes that its investigation, if persons such as SJHSRI finally stop obstructing it, will properly inform any recommendation by the Receiver as to any benefits reductions.

SJHSRI also thrice accuses Special Counsel of having admitted that Special Counsel has failed to review the 4,746 pages SJHSRI has already produced. See SJHSRI's Opp. Memo. at 6 n.7, 8, and 14. Repeating this falsehood does not render it true.

⁴ See Exhibit 19 (March 27, 2014 email from Brian Corbett to Darleen Souza of SJHSRI attaching actuarial analyses)

⁵ See Exhibit 20 at SJHSRI229 (letter dated June 24, 2015 from Angell Pension Group to Richard Land) (2014 Active Participant Data).

younger, such that based on actuarial life tables they or their beneficiaries would be expected to be entitled to benefits through 2094,⁶ more than **sixty years after the plan would run out of money!** Moreover, in December 2014, CharterCare, as SJHSRI's sole Class A member, authorized SJHSRI's officers to wind down the Retirement Plan (including "negotiation with participants and their representatives"), but again no disclosure was made to participants and nothing happened.⁷ In February 2017, CharterCare again authorized SJHSRI's officers and counsel to effectuate the wind-down of SJHSRI and its Retirement Plan.⁸ Again, no disclosure was made and nothing happened.

Finally, in August 2017, SJHSRI got around to doing something about the woefully underfunded Retirement Plan. After years of concealment, SJHSRI put the Retirement Plan into receivership and urgently demanded an immediate, across-the-board 40% reduction in benefits. In contrast to that purported and hypocritical urgency, here we are, almost five months later, and SJHSRI has not produced most of the documents required by the subpoenae.

SJHSRI's liberties with the facts extend even to denying having demanded a 40% reduction in benefits. See SJHSRI's Opp. Memo. at 2 ("Initially, St. Joseph Health Services of Rhode Island ('SJHSRI') rejects Max Wistow's ('SC') accusations that SJHSRI 'demanded' a reduction in the benefits of the pensioners and/or has no regard

⁶ See Exhibit 19 at 109761 (tabulation of the "Expected Benefit Payment Stream")

⁷ See Exhibit 21 (Written Consent of the Class A Member of St. Joseph Health Services of Rhode Island as of December 15, 2014) (approving engagement of Attorney Land).

⁸ See Exhibit 22 (Written Consent of the Class A Member of St. Joseph Health Services of Rhode Island as of February 2, 2017).

for the pensioners. Such claims are false and seem intended to be inflammatory.”). Of course, SJHSRI did demand an “immediate 40% uniform reduction in benefits”:

15. Petitioner [SJHSRI] believes that a uniform reduction of 40% of pension benefits is likely the most reasonable approach to achieving an equitable resolution for all beneficiaries and therefore requests that the receiver be given authority to make such uniform reduction immediately in order to preserve the Pension assets for the benefit of all beneficiaries.

* * *

WHEREFORE, Petitioner respectfully requests that (1) the Court appoint a Temporary Receiver forthwith and also appoint a Permanent Receiver to take charge of the assets, affairs, estate, effects and property of the Plan, (2) that the Temporary Receiver and Permanent Receiver be authorized to continue to operate the Plan, (3) that the request for appointment of a permanent receiver and for an immediate 40% uniform reduction in benefits be set for hearing thirty (30) days from the date this petition is heard

Petition at 7-8.

SJHSRI seeks comfort in the company of the Attorney General and the Bishop of Providence, against whom Special Counsel also was forced to seek Court assistance in enforcing subpoenae, and contends that “[p]erhaps the truncated time limits, broad and far-reaching requests for documents, SC’s unwillingness to engage in cooperative dialogue, and intentional subversion of procedural rules could be the root cause of the issues consistently presented to the Court by SC.” SJHSRI Opp. Memo. at 2 n. 2. Of course, the Court has granted those motions to compel, and required those entities to provide weekly status reports, a procedure that in our experience is virtually unprecedented. In any event, the merits of those motions to compel are completely irrelevant to whether SJHSRI has been inexcusably dilatory in response to the subpoenae served on it.

I. Even now SJHSRI places improper conditions on production of documents

On December 22, 2017, more than ten weeks after it was served with a subpoena, SJHSRI through its counsel proposed that Prospect (not SJHSRI) would produce seventy nine⁹ boxes of documents “without [SJHSRI] reviewing them, preserving privilege and confidentially [sic], and review them thereafter to determine if any documents should be marked confidential and/or privileged.”¹⁰ In other words, SJHSRI asked Special Counsel to agree to a wholesale dump of documents that had not been reviewed by SJHSRI even with respect to the basic issue of responsiveness to the subpoena, subject to SJHSRI’s right at some undetermined time in the future to determine which documents should be marked confidential and/or privileged.

Special Counsel responded immediately by letter¹¹ rejecting that proposal:

We also do not agree to your proposal to have Prospect turn over to us scores of boxes of documents on behalf of your client, **without your client making any attempt to determine if they contain privileged and confidential material or even if the documents are responsive to the subpoenae**, and with your client having the right at some time thereafter to make that determination and seek to have privileged documents returned and disclosure of confidential documents limited. That procedure will disrupt our office, and cause havoc at future depositions and motion practice. For example, depositions will have to be suspended to address newly asserted claims of privilege, and if not all responsive documents are produced it impossible for the Court to determine who is responsible.

(Emphasis supplied). Special Counsel’s response¹² also addressed SJHSRI’s request for a protective order to protect allegedly “confidential” documents, as follows:

⁹ See Exhibit 23 (letter dated December 12, 2017 from George Lieberman to Stephen P. Sheehan) (referring to 79 boxes of “potentially responsive documents”) and Exhibit 24 (letter in response dated December 12, 2017 from Stephen P. Sheehan to George Lieberman).

¹⁰ See Exhibit 25 (email dated December 22, 2017 from George Lieberman to Stephen P. Sheehan).

¹¹ See Exhibit 26 (letter dated December 22, 2017 from Stephen P. Sheehan to George Lieberman)

¹² See n. 11, *supra*.

Finally, we see no need for a protective order concerning allegedly “confidential” documents, since we do not understand how a corporation in wind-down has any legitimate claim for or interest in confidentiality. Nevertheless, out of a spirit of cooperation and accommodation, we will agree to the entry of a protective order on the terms attached hereto.

In response, SJHSRI rejected the proposed protective order because it did not provide that SJHSRI could produce non-reviewed documents and later assert claims of privilege.¹³

Nowhere in SJHSRI’s motion papers—amidst all the attacks on Special Counsel’s alleged refusal to agree to confidentiality orders—does SJHSRI acknowledge even receiving Special Counsel’s December 22, 2017 letter, enclosing a proposed protective order.

To date SJHSRI has not explained how it has any legitimate claim for or interest in confidentiality, much less how that interest surpasses the interests of the plan participants and the public in full transparency and disclosure. In any event, as discussed in Special Counsel’s initial memorandum, SJHSRI failed to preserve any objections to either subpoena, by failing to serve any timely objections. There is, therefore, nothing legitimately left for a protective order to protect. This exercise in belatedly demanding protective orders to preserve non-existent claims of confidentiality or privilege is merely a pretense for delay and obstruction.

II. The Court authorized the instant subpoenae to be served on SJHSRI

In Special Counsel’s initial memorandum, Special Counsel set forth why, notwithstanding that SJHSRI is technically a party to this receivership action by virtue of having been the entity that petitioned for the receivership, it was procedurally

¹³ See Exhibit 27 (email dated December 22, 2017 from George Lieberman to Stephen Sheehan)

appropriate for Special Counsel to conduct its investigation through subpoenas instead of requests for production of documents under Super. R. Civ. P. 34. In particular, Special Counsel quoted the Court's September 13, 2017 Order expressly empowering the Receiver "to issue subpoenas as he, in his sole discretion, deems necessary and appropriate to compel the production of documents and/or records and/or testimony under oath and/or to serve interrogatories to be answered under oath to **any and all individuals or entities** that the Receiver believes will assist his investigation of possible claims on behalf of the Receivership Estate and/or the Plan participants." (Emphasis supplied.)

SJHSRI's response essentially seeks to unilaterally rewrite the Court's Order, to carve SJHSI out from the all-encompassing category "any and all individuals or entities." If SJHSRI had wanted such a carve-out, it should have requested one in September, so that the Court could have denied it three months ago.

In any event, SJHSRI concedes that its response to any Rule 34 request for production of documents would have been exactly the same as its response to the subpoenas, *i.e.* to sit on its hands until it received a protective order. See SJHSRI's Opp. Memo. at 10 n.16 ("Even if [Special Counsel] had followed procedural rules (which SC did not), that method would have elicited the same response from SJHSRI, that a protective order was not only necessary to protect privileged documents but also was the most expeditious method pursuant to which documents could be furnished to SC."). Like all of SJHSRI's objections, this one leads to a dead end containing no documents.

III. SJHSRI ignores that it is in contempt of the Court's October 27, 2017 Order and improperly accuses Special Counsel of failing to clarify document requests

As set forth in Special Counsel's initial Memorandum (at 3-4, 7), SJHSRI is in contempt of the Court's October 27, 2017 Order ordering that all documents relating to the Retirement Plan be turned over. SJHSRI's only mention of that Order in its opposition papers is to assert the following non-sequitur:

Paragraph 8 of the Court's October 27, 2017 Order neither authorizes nor vests power in SC to undertake an investigation as to any "reduction in pension benefits."

SJHSRI's Opp. Memo. at 9. That hardly excuses SJHSRI's contempt of that Order.

Instead of curing its contempt of the Court's Order, SJHSRI complains that Special Counsel has been insufficiently solicitous in clarifying the document requests. That too is false, as is evident by the November 8, 2017 letter from Special Counsel to SJHSRI's counsel, which SJHSRI attached as Exhibit 7 to its opposition papers. It demonstrates that the suggestion that Special Counsel was never willing to clarify requests has been false for almost two months.

IV. Common interest privilege does not shield SJHSRI's communications with Prospect regarding SJSHRI's compliance with the first subpoena to SJHSRI

SJHSRI claims that all documents responsive to the Second Subpoena are shielded from discovery by the common interest doctrine. In reliance, SJHSRI submits an unpublished opinion by U.S. Magistrate Judge Almond.¹⁴

SJHSRI has not made even the beginning of a colorable claim of common interest privilege. The referenced September 1, 2013 agreement between Prospect

¹⁴ SJHSRI's Exhibit 9.

and SJHSRI, which SJHSRI refuses to produce to Special Counsel, surely does not extend to communications four years later about Special Counsel's subpoenas to SJHSRI. Nor does SJHSRI point to any other post-receivership agreement with Prospect that could shield any communications, presumably because none exists.

In any event, as Judge Almond's opinion expressly notes, the common interest doctrine is not an independent source of privilege, but rather an exception to the general rule that sharing an already privileged communication with others will waive the privilege:

The common interest doctrine is not an independent basis for claiming privilege. It is an exception to the general rule that the attorney-client privilege is waived when privileged information is disclosed to a third-party. "The common-interest doctrine prevents clients from waiving the attorney-client privilege when attorney-client communications are shared with a third person who has a common legal interest with respect to these communications, for instance, a codefendant." Cavallaro v. United States, 284 F.3d 236, 250 (1st Cir. 2002). The purpose is to permit "allied lawyers and clients – who are working together in prosecuting or defending a lawsuit or in certain other legal transactions – [to] exchange information among themselves without loss of the privilege." United States v. Mass. Inst. of Tech., 129 F.3d 681, 686 (1st Cir. 1997).

Id. at 3. No conceivable independent privilege (such as attorney-client privilege) applies to SJHSRI's communications with Prospect about compliance with the first subpoena and document request, and so it is unnecessary to entertain the suggestion that the common interest doctrine preserved such privilege. In any event, like all of SJHSRI's privilege objections, SJHSRI waived these objections by failing to serve a timely objection to the subpoena.

V. Contrary to its protestations, SJHSRI has not even produced the cy-pres materials

SJHSRI exclaims:

The Court should note that SC has even gone so far as demanding that SJHSRI produce documents that were previously produced by SJHSRI to SC and already in his possession. See Exhibit 5. In response, SJHSRI identified a produced document which satisfied SC's demand for information regarding the Cy Pres transfers.

SJHSRI's Opp. Memo. at 6-7.

As its Exhibit 5, SJHSRI attached a November 21, 2017 letter enclosing certain inadequate materials that do not comply with SJHSRI's prior promise to provide an accounting of the assets subject to the 2015 cy-pres petition:

You are already in arrears on your promise of giving us:

- (1) the accounting of the application of the assets subject to the Cy-Pres. This was promised to us without regard to the subpoena. Because insuring the property distribution of these assets was your responsibility from at least early 2015, we must insist you tell us when you intend to comply; and
- (2) an itemization of assets currently in the hands of SJHSRI.

Exhibit 28 (November 6, 2017 letter from Attorney Max Wistow to Attorney Richard Land).

Instead of providing an accounting of the assets, SJHSRI has provided a brief summary of transfers without any indication of what has happened to the monies since.

VI. Does SJHSRI even have documents?

For the first time, SJHSRI claims in its opposition papers that it has lost all access to documents responsive to the first subpoena:

SJHSRI only had access to records owned by Prospect (that might potentially be responsive to the First Subpoena) for a short period. That access ended abruptly when SC served Prospect with a subpoena seeking the same exact records it sought from SJHSRI. When SJHSRI

was permitted access, SJHSRI identified 34 boxes of potentially responsive documents owned by Prospect (“Prospect Records”). Because SJHSRI’s access was terminated when Prospect was served with SC’s subpoena, SC must pursue the Prospect Records from Prospect.

SJHSRI’s Opp. Memo. at 7. Special Counsel has already addressed that argument:

We certainly dispute your statement that “SJHSRI no longer has access to the 34 boxes designated as non-corporate records.” The asset purchase agreement in section 13.7 gives SJHSRI the right of access to all records “concerning the Purchased Assets, Facilities, or Assumed Liabilities.”^[15]

Exhibit 26, *supra*. That suggestion also flatly contradicts SJHSRI’s correspondence to Special Counsel on November 21, 2017, which stated that twenty boxes of documents had already been received and were being scanned:

In terms of further supplemental responses, as I noted, we expect scanning of the first set of documents to be completed early next week (approx. 20 boxes). This timing is consistent with what we advised you in our November 8, 2017 letter. In that letter, we requested that you agree to a protective order so that we can expedite/limit our review of the documents before delivering them to you for your review. Kindly let me know if you would be agreeable to a reasonable protective order.

Approximately 60 additional boxes of documents were delivered for scanning. I will provide further information regarding timing and availability of those documents as soon as possible.

Exhibit 29 (November 21, 2017 email from Attorney Richard Land to Attorney Max Wistow).

SJHSRI’s suggestion that it has no additional documents responsive to the first subpoena is also remarkable inasmuch as the first subpoena encompassed documents substantiating various assertions by SJHSRI in the Receivership Petition. Those documents should be readily available and already on hand, assuming they exist.

¹⁵ SJHSRI apparently has divided the documents into two categories, those included in the purchase by Prospect which remain available to SJHSRI pursuant to the terms of the acquisition agreement, and those that were not included in the purchase and remain SJHSRI’s property but continue to be stored at the facilities now being run by Prospect.

In any event, where are the documents responsive to the second subpoena? SJHSRI has had more than a month to produce documents relating to its communications with Prospect about subpoenas and relating to SJHSRI's efforts to comply with the first subpoena. Instead of documents, SJHSRI is simply producing excuses.

CONCLUSION

For all the foregoing reasons, an order should issue (1) compelling SJHSRI to produce all documents responsive to the First and Second Subpoenas, and (2) setting this matter down for hearing on whether SJHSRI should pay Special Counsel's fees for these unnecessary discovery disputes.

Respondent,
The Receivership Estate
By its Attorneys,

/s/ Max Wistow
Max Wistow, Esq. (#0330)
Stephen P. Sheehan, Esq. (#4030)
Benjamin Ledsham, Esq. (#7956)
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence, RI 02903
(401) 831-2700
(401) 272-9752 (fax)
mwistow@wistbar.com
spsheehan@wistbar.com
bledsham@wistbar.com

Dated: January 3, 2018

CERTIFICATE OF SERVICE

I hereby certify that, on the 3rd day of January, 2018, I filed and served the foregoing document through the electronic filing system on the following users of record:

Stephen F. Del Sesto, Esq.
Pierce Atwood LLP
One Financial Plaza, 26th Floor
Providence, RI 02903
sdelsesto@pierceatwood.com

Rebecca Tedford Partington, Esq.
Kathryn Enright, Esq.
Jessica D. Rider, Esq.
Office of the Attorney General
150 South Main Street
Providence, RI 02903
rpartington@riag.ri.gov
kenright@riag.ri.gov
jrider@riag.ri.gov

Richard J. Land, Esq.
Chace Ruttenberg & Freedman
One Park Row, Suite 300
Providence, RI 02903
rland@crllp.com

Christopher Callaci, Esq.
United Nurses & Allied Prof
375 Branch Avenue
Providence, RI 02903
ccallaci@unap.org

Arlene Violet, Esq.
499 County Road
Barrington, RI 02806
genvio@aol.com

Robert Senville, Esq.
128 Dorrance Street, Suite 400
Providence, RI 02903
robert.senville@gmail.com

Elizabeth Wiens, Esq.
Gursky Wiens Attorneys at Law
1130 Ten Rod Road, Suite C207
North Kingstown, RI 02852
ewiens@rilaborlaw.com

Jeffrey W. Kasle, Esq.
Olenn & Penza
530 Greenwich Avenue
Warwick, RI 02886
jwk@olenn-penza.com

George E. Lieberman, Esq.
Gianfrancesco & Friedmann
214 Broadway
Providence, RI 02903
george@gianfrancescolaw.com

Howard Merten, Esq.
Partridge Snow & Hahn LLP
40 Westminster Street, Suite 1100
Providence, RI 02903
hm@psh.com

Joseph V. Cavanagh, III, Esq.
Blish & Cavanagh, LLP
30 Exchange Terrace
Providence, RI 02903
Jvc3@blishcavlaw.com

The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Max Wistow

EXHIBIT 18

0001177

CATEGORY	DESCRIPTION	AMOUNT
Citizens Checking	Advance	
		TOTAL
		0.00

Roger Williams Medical Center
 Stephen DelSesto, Esq.

0001177

CATEGORY	DESCRIPTION	AMOUNT
Citizens Checking	Advance	
		TOTAL
		0.00

342 (7/0) (REV) 0 6402418 430003 (1) (0-0) 10/01/17 13.21 47 1177 40000.00

Roger Williams Medical Center

Citizens Bank
 Providence, RI

57-12
 115

0001177

10/5/17

MEMO _____

PAY TO THE ORDER OF Stephen DelSesto, Esq.

****\$400,000.00

Four Hundred Thousand and 00/100

DOLLARS

[Handwritten Signature]
 as per 1

⑈0001177⑈ ⑆011500120⑆23656735⑈

Roger Williams Medical Center
 Stephen DeSesto, Esq.

0001180

CATEGORY	DESCRIPTION	AMOUNT
Rec'd 10/19/17		
		TOTAL
Citizens Checking Advance		0.00

Roger Williams Medical Center
 Stephen DeSesto, Esq.

0001180

CATEGORY	DESCRIPTION	AMOUNT
		TOTAL
Citizens Checking Advance		0.00

TAG (71) J0YCE0 BK42176-11025 TRAM-CF 10187017 09 44 34 1180 2540 03

Roger Williams Medical Center

Citizens Bank
 Providence, RI

57-12
 115

0001180

10/19/17

MEMO _____

PAY TO THE
 ORDER OF

Stephen DeSesto, Esq.

\$

****\$250,000.00

Two Hundred Fifty Thousand and 00/100

DOLLARS

[Handwritten Signature]

⑈0001180⑈ ⑆011500120⑆ 23656735⑈

EXHIBIT 19

109753

Brian Corbett

From: Brian Corbett
Sent: Thursday, March 27, 2014 7:06 AM
To: 'Souza, Darleen'
Cc: Albert Krayter; Brenda L. Almeida; David P. Ward
Subject: RE: St. Joseph Health Services of Rhode Island Retirement Plan - Run off scenario
Attachments: StJoe Frozen Church Projections v20140327.pdf; St Joe run off analysis v20140327.pdf; St Joe run off analysis (with recommendations) v20140327.pdf

Importance: High

Good Morning Darleen,

As you requested earlier this year, we have updated our projections of the run-off scenario for the St. Joseph Health Services of Rhode Island Retirement Plan. All exhibits have been prepared assuming a 6/1/2014 freeze date for all benefit accruals.

Attached exhibits include:

- 10-year funding forecast assuming (a) a one-time \$14 million contribution and no additional future contributions and (b) a one-time \$14 million contribution and future recommended contributions based on a 10-year open amortization of the unfunded liability.
- Run-off scenarios of both funding methods, projecting the year in which the Plan assets are depleted based on 7.75% and 5.75% rate of return on investments.

If you have any questions, please let us know.

Thank you
Brian

Brian W. Corbett, EA, MAAA

Consulting Actuary
The ANGELL Pension Group, Inc.
88 Boyd Avenue
East Providence, RI 02914
phone - 401.438.9250, ext. 152
fax - 401.438.7278

The Angell Pension Group, Inc. cannot render tax or legal advice. You may wish to discuss any issues with your tax advisor or legal counsel.

Disclosure Required Under IRS Circular 230: To ensure compliance with requirements imposed by the IRS, we advise you that any discussion of tax issues contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, to avoid any Federal tax-related penalties, or to promote, market or recommend to another party any transaction or matter addressed herein.

THE INFORMATION CONTAINED IN THIS EMAIL IS LEGALLY PRIVILEGED AND INCLUDES CONFIDENTIAL INFORMATION AS IT IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S). IF THE RECIPIENT OF THIS EMAIL IS NOT THE ADDRESSEE(S), YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS EMAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL BY MISTAKE, PLEASE IMMEDIATELY NOTIFY US BY EMAIL OR TELEPHONE AND DESTROY ANY EMAIL RECEIVED. THANK YOU.

From: Brian Corbett
Sent: Friday, December 20, 2013 9:50 AM
To: 'Souza, Darleen'
Cc: Conklin, Jr, Michael; Albert Krayter; Brenda L. Almeida; Peter Karlson; David P. Ward

Subject: St. Joseph Health Services of Rhode Island Retirement Plan - Run off scenario
Importance: High

109754

Good Morning Darleen,

As requested, we have prepared the projected run-off scenario for the St. Joseph Health Services of Rhode Island Retirement Plan. The projection assumes a \$14 million contribution is made in 2014, as requested by St. Joseph Health Services, and no contributions made afterwards. Under a rate of return assumption of 7.75% per year, the Plan assets are assumed to be depleted by 2034.

Please forward this illustration on to Ken Belcher and any other party that would benefit from this analysis.

If you have any questions, or would like to set up a time to discuss, please let me know.

Thank you
Brian

Brian W. Corbett, EA, MAAA

Consulting Actuary
The ANGELL Pension Group, Inc.
88 Boyd Avenue
East Providence, RI 02914
phone - 401.438.9250, ext. 152
fax - 401.438.7278

The Angell Pension Group, Inc. cannot render tax or legal advice. You may wish to discuss any issues with your tax advisor or legal counsel.

Disclosure Required Under IRS Circular 230: To ensure compliance with requirements imposed by the IRS, we advise you that any discussion of tax issues contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, to avoid any Federal tax-related penalties, or to promote, market or recommend to another party any transaction or matter addressed herein.

THE INFORMATION CONTAINED IN THIS EMAIL IS LEGALLY PRIVILEGED AND INCLUDES CONFIDENTIAL INFORMATION AS IT IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S). IF THE RECIPIENT OF THIS EMAIL IS NOT THE ADDRESSEE(S), YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS EMAIL IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS EMAIL BY MISTAKE, PLEASE IMMEDIATELY NOTIFY US BY EMAIL OR TELEPHONE AND DESTROY ANY EMAIL RECEIVED. THANK YOU.

This message was secured by ZixCorp©.

To reach ZixCorp, go to: <http://www.zixcorp.com/info/zixmail>

St. Joseph Health Services of Rhode Island Retirement Plan

Funding Projection Assumptions

Projection Assumptions

Basis of Projections:	Projections have been based on July 1, 2012 census and valuation.
Discount Rate for Liabilities:	7.75% based on October 1, 2012 Long Term Rate of Return Assumption
Rate of Return on Investments:	7.75%
	This assumption has been selected by St. Joseph Health Services of Rhode consistent with direction from the plan's investment manager regarding long-term expectations for the plan's rate of return based on the current investment allocation.
Market Value of Assets:	December 31, 2013 with an assumed contribution of \$14,000,000 made on January 1, 2014.
ERISA Effective Date:	It is assumed that the Plan will not become subject to ERISA.
Actuarial Value of Assets:	Asset averaging smoothing gains/losses over last five (5) years.
Recommended Contribution:	Based on a 10-year open amortization of the unfunded liability.
DB Plan Freeze:	Benefit accruals under the Plan for non-union participants ceased September 30, 2009. Benefit accruals under the Plan for FNHP union participants ceased September 30, 2011. Benefit accruals under the Plan for other union participants cease June 1, 2014.
Disclosures:	The results contained in this analysis are for illustrative purposes only and are estimates based on the census data and asset information provided by the Plan Sponsor to prepare the annual actuarial valuation of the Plan. The results do not reflect all possible future funding and accounting costs. The actual results at a future date will be based on the demographics of the covered population and asset values on the date of the valuation and the related assumptions applicable for that plan year. Unless stated otherwise, the methods and actuarial assumptions in the most recently completed actuarial valuation reports are used in preparing this analysis. Additional information regarding the results of these projections are available at the office of The ANGELL Pension Group, Inc., 88 Boyd Avenue, East Providence, RI 02914. Where exact amounts are known they are represented to the nearest \$1. Where amounts are estimated they are rounded to nearest \$1,000.

The intent of this illustration is to measure and compare the long term impact of recommended contribution levels over a 10-year period after an initial contribution of \$14,000,000 is made early in 2014.

109755

St. Joseph Health Services of Rhode Island Retirement Plan
Hard Freeze 6/1/2014 - Church Plan

Cash Funding Projections	No Contribution in Years after 2013											
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022	
Plan Year Beginning												
Discount Rate:	8.00%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Return on Investment Assumed:	n/a	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Market Value of Assets (inc. receivables)	\$85,872,858	\$88,802,000	\$107,227,000	\$107,356,000	\$107,144,000	\$106,566,000	\$105,624,000	\$104,268,000	\$102,428,000	\$106,045,000	\$97,192,000	
Actuarial Value of Assets	93,201,405	88,167,000	103,506,000	104,887,000	104,245,000	103,127,000	105,211,000	103,990,000	102,243,000	99,924,000	97,097,000	
Actuarial Accrued Liability	108,357,275	113,217,000	112,948,000	113,806,000	114,433,000	114,752,000	114,787,000	114,497,000	113,820,000	112,705,000	111,229,000	
Unfunded Actuarial Accrued Liability (UAAL)	15,155,870	25,049,000	9,442,000	8,919,000	10,188,000	9,625,000	9,576,000	10,507,000	11,578,000	12,781,000	14,132,000	
Normal Cost	\$738,922	\$368,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
10-Year Amortization of UAAL	2,091,363	3,426,000	1,291,000	1,220,000	1,393,000	1,316,000	1,310,000	1,437,000	1,583,000	1,748,000	1,933,000	
Interest Cost	226,423	294,000	100,000	95,000	108,000	102,000	101,000	111,000	123,000	135,000	150,000	
Recommended Contribution	\$3,056,708	\$4,088,000	\$1,391,000	\$1,315,000	\$1,501,000	\$1,418,000	\$1,411,000	\$1,548,000	\$1,706,000	\$1,883,000	\$2,083,000	
Total Plan Year Contribution Assumed	\$0	\$14,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Funding Percentage (MVA / AAL)	79.2%	78.4%	94.9%	94.3%	93.6%	92.9%	92.0%	91.1%	90.0%	88.8%	87.4%	

ASC 715 (formerly FAS 87158) Projections	No Contribution in Years after 2013																				
	10/1/2012	9/30/2013	10/1/2013	9/30/2014	10/1/2014	9/30/2015	10/1/2015	9/30/2016	10/1/2016	9/30/2017	10/1/2017	9/30/2018	10/1/2018	9/30/2019	10/1/2019	9/30/2020	10/1/2020	9/30/2021	10/1/2021	9/30/2022	
Fiscal Year Beginning																					
Fiscal Year Ending																					
Discount Rate (NPBC, beg. of year)	3.69%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	
Discount Rate (FAS158, end of year)	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	
Long Term of Return	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	
Net Periodic Benefit Cost (NPBC)																					
Service Cost	\$1,590,437	\$870,000	\$870,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Cost	6,327,611	7,341,000	7,341,000	7,318,000	7,280,000	7,225,000	7,153,000	7,062,000	6,951,000	6,818,000	6,665,000	6,555,000	6,465,000	6,392,000	6,330,000	6,270,000	6,210,000	6,150,000	6,090,000	6,030,000	5,970,000
Expected Return on Plan Assets	(6,543,990)	(7,275,000)	(7,275,000)	(7,745,000)	(7,714,000)	(7,656,000)	(7,568,000)	(7,447,000)	(7,290,000)	(7,092,000)	(6,855,000)	(6,555,000)	(6,210,000)	(5,830,000)	(5,420,000)	(5,000,000)	(4,570,000)	(4,140,000)	(3,710,000)	(3,280,000)	(2,850,000)
Amortization of Unr. Trans. Obligation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amortization of Prior Service Cost	219,477	114,000	114,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amortization of Unr. actuarial (gain)/loss	3,832,366	2,308,000	2,308,000	2,098,000	1,986,000	1,881,000	1,775,000	1,616,000	1,477,000	1,357,000	1,253,000	1,150,000	1,047,000	944,000	841,000	738,000	635,000	532,000	429,000	326,000	223,000
Total NPBC	\$5,425,901	\$3,358,000	\$3,358,000	\$1,671,000	\$1,553,000	\$1,450,000	\$1,360,000	\$1,231,000	\$1,138,000	\$1,083,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000	\$1,063,000
Curialment Expense	\$0	\$56,860	\$56,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funded Status at End of Fiscal Year																					
Fair Market Value of Assets	\$90,609,197	\$104,253,000	\$104,253,000	\$104,028,000	\$103,460,000	\$102,489,000	\$101,117,000	\$99,287,000	\$96,930,000	\$94,017,000	\$90,596,000	\$86,665,000	\$82,220,000	\$77,270,000	\$71,810,000	\$65,840,000	\$59,370,000	\$52,400,000	\$44,930,000	\$36,460,000	\$27,990,000
Benefit Obligation	163,724,680	162,394,000	162,394,000	162,741,000	161,739,000	160,336,000	158,549,000	156,334,000	153,639,000	150,452,000	146,841,000	142,810,000	138,370,000	133,520,000	128,270,000	122,620,000	116,570,000	110,020,000	103,070,000	95,620,000	87,670,000
Funded Status at end of year	(\$73,115,483)	(\$59,141,000)	(\$59,141,000)	(\$58,713,000)	(\$58,279,000)	(\$57,847,000)	(\$57,432,000)	(\$57,047,000)	(\$56,709,000)	(\$56,435,000)	(\$56,245,000)	(\$56,130,000)	(\$56,090,000)	(\$56,110,000)	(\$56,180,000)	(\$56,300,000)	(\$56,460,000)	(\$56,660,000)	(\$56,900,000)	(\$57,180,000)	(\$57,500,000)
Total AOCI at fiscal year end	\$43,187,735	\$39,799,000	\$39,799,000	\$37,700,000	\$35,714,000	\$33,833,000	\$32,058,000	\$30,442,000	\$28,965,000	\$27,608,000	\$26,355,000	\$25,200,000	\$24,140,000	\$23,170,000	\$22,290,000	\$21,500,000	\$20,790,000	\$20,160,000	\$19,610,000	\$19,140,000	\$18,750,000

109756

109757

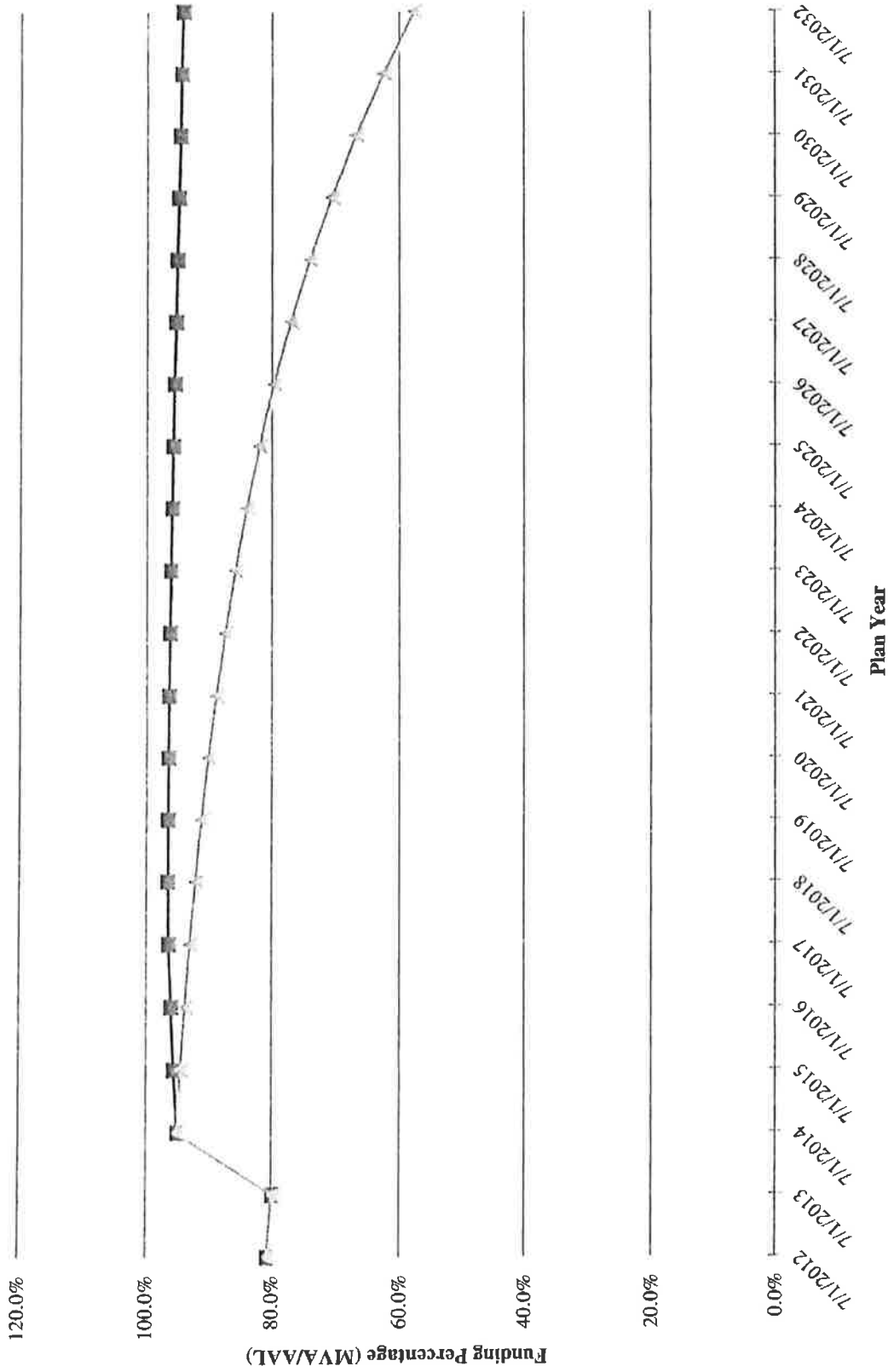
St. Joseph Health Services of Rhode Island Retirement Plan
 Hard Freeze 6/1/2014 - Church Plan

Cash Funding Projections	Recommended Contribution in Years after 2013										
	7/1/2012	7/1/2013	7/1/2014	7/1/2015	7/1/2016	7/1/2017	7/1/2018	7/1/2019	7/1/2020	7/1/2021	7/1/2022
Plan Year Beginning	8.00%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Discount Rate:	n/a	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Return on Investment Assumed:		7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Market Value of Assets (inc. receivables)	\$85,872,858	\$88,802,000	\$107,227,000	\$108,768,000	\$109,807,000	\$110,561,000	\$110,766,000	\$110,466,000	\$109,748,000	\$108,566,000	\$107,009,000
Actuarial Value of Assets	93,201,405	88,167,000	103,506,000	106,329,000	106,936,000	109,162,000	110,397,000	110,230,000	109,599,000	108,477,000	106,944,000
Actuarial Accrued Liability	108,357,275	113,217,000	112,948,000	113,806,000	114,433,000	114,752,000	114,787,000	114,497,000	113,820,000	112,705,000	111,229,000
Unfunded Actuarial Accrued Liability (UAAL)	15,155,870	25,049,000	9,442,000	7,477,000	7,497,000	5,590,000	4,390,000	4,267,000	4,222,000	4,228,000	4,285,000
Normal Cost	\$738,922	\$368,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
10-Year Amortization of UAAL	2,091,363	3,426,000	1,291,000	1,022,000	1,025,000	764,000	600,000	584,000	577,000	578,000	586,000
Interest Cost	226,423	294,000	100,000	79,000	79,000	59,000	47,000	45,000	45,000	45,000	45,000
Recommended Contribution	\$3,056,708	\$4,088,000	\$1,391,000	\$1,101,000	\$1,104,000	\$823,000	\$647,000	\$629,000	\$622,000	\$623,000	\$631,000
Total Plan Year Contribution Assumed	\$0	\$14,000,000	\$1,391,000	\$1,101,000	\$1,104,000	\$823,000	\$647,000	\$629,000	\$622,000	\$623,000	\$631,000
Funding Percentage (MVA / AAL)	79.2%	78.4%	94.9%	95.6%	96.0%	96.3%	96.5%	96.5%	96.4%	96.3%	96.2%

ASC 715 (formerly FAS 87158) Projections	Recommended Contribution in Years after 2013										
	10/1/2012	9/30/2013	9/30/2014	9/30/2015	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	9/30/2021	9/30/2022
Fiscal Year Beginning											
Fiscal Year Ending											
Discount Rate (NPBC, beg. of year)	3.69%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%
Discount Rate (FAS158, end of year)	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%	4.60%
Long Term of Return	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%	7.75%
Net Periodic Benefit Cost (NPBC)											
Service Cost	\$1,590,437	\$870,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest Cost	6,327,611	7,341,000	7,318,000	7,280,000	7,225,000	7,153,000	7,062,000	6,951,000	6,818,000	6,665,000	6,665,000
Expected Return on Plan Assets	(6,543,990)	(7,275,000)	(7,791,000)	(7,862,000)	(7,901,000)	(7,908,000)	(7,872,000)	(7,797,000)	(7,735,000)	(7,644,000)	(7,644,000)
Amortization of Unr. Trans. Obligation	0	0	0	0	0	0	0	0	0	0	0
Amortization of Prior Service Cost	219,477	114,000	0	0	0	0	0	0	0	0	0
Amortization of Unr. actuarial (gain)/loss	3,832,366	2,308,000	2,098,000	1,986,000	1,881,000	1,775,000	1,616,000	1,477,000	1,357,000	1,253,000	1,253,000
Total NPBC	\$5,475,991	\$3,358,000	\$1,625,000	\$1,404,000	\$1,205,000	\$1,020,000	\$806,000	\$631,000	\$440,000	\$274,000	\$274,000
Curtailment Expense	\$0	\$56,860	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Funded Status at End of Fiscal Year											
Fair Market Value of Assets	\$90,609,197	\$104,253,000	\$105,465,000	\$106,147,000	\$106,526,000	\$106,317,000	\$105,558,000	\$104,337,000	\$102,689,000	\$100,681,000	\$100,681,000
Benefit Obligation	163,724,680	163,594,000	162,741,000	161,739,000	160,336,000	158,549,000	156,334,000	153,639,000	150,452,000	146,841,000	146,841,000
Funded Status at end of year	(\$73,115,483)	(\$59,141,000)	(\$57,276,000)	(\$55,592,000)	(\$53,810,000)	(\$52,232,000)	(\$50,776,000)	(\$49,302,000)	(\$47,763,000)	(\$46,160,000)	(\$46,160,000)
Total AOCI at fiscal year end	\$43,187,735	\$39,799,000	\$37,700,000	\$35,714,000	\$33,833,000	\$32,058,000	\$30,442,000	\$28,965,000	\$27,608,000	\$26,355,000	\$26,355,000

109758

St. Joseph Health Services of Rhode Island Retirement Plan
 Comparison of Funding Percentage of Present Value of Accrued Benefits



—■— \$14M Contribution and then Recommended —▲— \$14M Contribution and then \$0

St. Joseph Health Services of Rhode Island Retirement Plan

Duration	Year	Estimated Benefit Payment Stream	Market Value of Assets Beg. of Year	Contributions During Year	Investment Earnings During Year	Expected Unfunded Benefit Payments
1	2014	\$8,193,424	\$92,946,927	\$14,000,000	\$7,428,392	\$0
2	2015	8,436,076	106,181,895	0	7,902,199	0
3	2016	8,741,807	105,648,018	0	7,848,976	0
4	2017	9,073,666	104,755,187	0	7,766,922	0
5	2018	9,400,078	103,448,443	0	7,653,001	0
6	2019	9,679,572	101,701,366	0	7,506,772	0
7	2020	10,103,319	99,528,566	0	7,321,960	0
8	2021	10,431,381	96,747,207	0	7,093,693	0
9	2022	10,581,883	93,409,519	0	6,829,190	0
10	2023	10,896,956	89,656,826	0	6,526,147	0
11	2024	11,149,188	85,286,017	0	6,177,635	0
12	2025	11,233,314	80,314,464	0	5,789,080	0
13	2026	11,293,587	74,870,230	0	5,364,816	0
14	2027	11,273,552	68,941,459	0	4,906,113	0
15	2028	11,123,337	62,574,020	0	4,418,457	0
16	2029	10,887,950	55,869,140	0	3,907,950	0
17	2030	10,679,667	48,889,140	0	3,375,071	0
18	2031	10,408,296	41,584,544	0	2,819,481	0
19	2032	10,121,870	33,995,729	0	2,242,447	0
20	2033	9,843,951	26,116,306	0	1,642,561	0
21	2034	9,456,532	17,914,916	0	1,021,965	0
22	2035	9,089,205	9,480,349	0	382,520	0
23	2036	8,675,228	773,664	0	0	7,901,564
24	2037	8,207,818	0	0	0	8,207,818
25	2038	7,755,299	0	0	0	7,755,299
26	2039	7,305,870	0	0	0	7,305,870
27	2040	6,832,818	0	0	0	6,832,818
28	2041	6,336,726	0	0	0	6,336,726
29	2042	5,879,819	0	0	0	5,879,819
30	2043	5,402,302	0	0	0	5,402,302
31-35	2044-2048	20,582,102	0	0	0	20,582,102
36-40	2049-2053	11,791,373	0	0	0	11,791,373
41-50	2054-2063	8,794,467	0	0	0	8,794,467
51-60	2064-2073	1,637,088	0	0	0	1,637,088
61-70	2074-2083	193,979	0	0	0	193,979
71-80	2084-2093	10,710	0	0	0	10,710
81-90	2094-2103	198	0	0	0	198
91-100	2104-2113	0	0	0	0	0

Current Projection Runout Year at 7.75%:	2036
Current Projection Runout Year at 5.75%:	2030
Minimum Rate of Return on Investments for No Runout:	8.77%
Duration of Payments (Years) at 7.75%:	10.4

St. Joseph Health Services of Rhode Island Retirement Plan

109760

Summary of Estimated Benefit Payments

Sum of all years:	\$321,504,408	
Sum of first 10 years:	\$95,538,162	29.7%
Sum of first 20 years:	\$203,552,874	63.3%
Sum of first 30 years:	\$278,494,491	86.6%
Sum of first 40 years:	\$310,867,966	96.7%
Sum of first 50 years:	\$319,662,433	99.4%

Assumptions and Notes:

- The primary purpose of this report is to present how long the plan assets may be expected to provide for the payment of the expected benefit payments from the plan given the current level of plan assets, any expected contributions and estimated net investment earnings.
- This analysis assumes that a contribution in the amount of \$14,000,000 will be made during 2014 and no additional contributions are made thereafter for purposes of this presentation, per the notification of St. Joseph Health Services.
- The analysis is based on July 1, 2012 valuation census.
- Assets are based on **December 31, 2013 market value**. Future projections on Plan assets also assume a **7.75% rate of return**. Please understand the actual return on investments will impact the results of this projection.
- Benefit accruals are projected to **June 1, 2014** for the active, accruing group of participants.
- Expected benefit payments and contributions are expected to be made mid-year.

*The Angell Pension Group, Inc. cannot render tax or legal advice.
You may wish to discuss any issues with your tax advisor or legal counsel.*

St. Joseph Health Services of Rhode Island Retirement Plan

Duration	Year	Estimated Benefit Payment Stream	Market Value of Assets Beg. of Year	Contributions During Year	Investment Earnings During Year	Expected Unfunded Benefit Payments
1	2014	\$8,193,424	\$92,946,927	\$14,000,000	\$7,428,392	\$0
2	2015	8,436,076	106,181,895	1,391,000	7,956,100	0
3	2016	8,741,807	107,092,919	1,101,000	8,003,620	0
4	2017	9,073,666	107,455,732	1,104,000	8,018,995	0
5	2018	9,400,078	107,505,061	823,000	7,999,280	0
6	2019	9,679,572	106,927,263	647,000	7,936,851	0
7	2020	10,103,319	105,831,542	629,000	7,834,815	0
8	2021	10,431,381	104,192,038	622,000	7,694,769	0
9	2022	10,581,883	102,077,426	623,000	7,525,094	0
10	2023	10,896,956	99,643,637	631,000	7,324,576	0
11	2024	11,149,188	96,702,257	600,000	7,085,644	0
12	2025	11,233,314	93,238,713	600,000	6,813,959	0
13	2026	11,293,587	89,419,358	600,000	6,515,624	0
14	2027	11,273,552	85,241,395	600,000	6,192,608	0
15	2028	11,123,337	80,760,451	600,000	5,851,156	0
16	2029	10,887,950	76,088,270	600,000	5,498,183	0
17	2030	10,679,667	71,298,503	600,000	5,135,047	0
18	2031	10,408,296	66,353,883	600,000	4,762,354	0
19	2032	10,121,870	61,307,941	600,000	4,382,393	0
20	2033	9,843,951	56,168,464	600,000	3,994,853	0
21	2034	9,456,532	50,919,366	600,000	3,603,060	0
22	2035	9,089,205	45,665,894	600,000	3,210,150	0
23	2036	8,675,228	40,386,839	600,000	2,817,065	0
24	2037	8,207,818	35,128,676	600,000	2,427,669	0
25	2038	7,755,299	29,948,527	600,000	2,043,743	0
26	2039	7,305,870	24,836,971	600,000	1,665,013	0
27	2040	6,832,818	19,796,114	600,000	1,292,677	0
28	2041	6,336,726	14,855,973	600,000	929,040	0
29	2042	5,879,819	10,048,287	600,000	574,149	0
30	2043	5,402,302	5,342,617	600,000	227,964	0
31-35	2044-2048	20,582,102	768,279	600,000	0	19,213,823
36-40	2049-2053	11,791,373	0	0	0	11,791,373
41-50	2054-2063	8,794,467	0	0	0	8,794,467
51-60	2064-2073	1,637,088	0	0	0	1,637,088
61-70	2074-2083	193,979	0	0	0	193,979
71-80	2084-2093	10,710	0	0	0	10,710
81-90	2094-2103	198	0	0	0	198
91-100	2104-2113	0	0	0	0	0

Current Projection Runout Year at 7.75%:	2044
Current Projection Runout Year at 5.75%:	2032
Minimum Rate of Return on Investments for No Runout:	8.77%
Duration of Payments (Years) at 7.75%:	10.4

St. Joseph Health Services of Rhode Island Retirement Plan

Summary of Estimated Benefit Payments

Sum of all years:	\$321,504,408	
Sum of first 10 years:	\$95,538,162	29.7%
Sum of first 20 years:	\$203,552,874	63.3%
Sum of first 30 years:	\$278,494,491	86.6%
Sum of first 40 years:	\$310,867,966	96.7%
Sum of first 50 years:	\$319,662,433	99.4%

Assumptions and Notes:

- The primary purpose of this report is to present how long the plan assets may be expected to provide for the payment of the expected benefit payments from the plan given the current level of plan assets, any expected contributions and estimated net investment earnings.
- This analysis assumes that a contribution in the amount of \$14,000,000 will be made during 2014 and the recommended contributions are made each following year based on a 10-year open amortization schedule (assumes a flat \$600,000 in years after 2023).
- The analysis is based on July 1, 2012 valuation census.
- Assets are based on **December 31, 2013 market value**. Future projections on Plan assets also assume a **7.75% rate of return**. Please understand the actual return on investments will impact the results of this projection.
- Benefit accruals are projected to **June 1, 2014** for the active, accruing group of participants.
- Expected benefit payments and contributions are expected to be made mid-year.

*The Angell Pension Group, Inc. cannot render tax or legal advice.
You may wish to discuss any issues with your tax advisor or legal counsel.*

EXHIBIT 20



A N G E L L

June 24, 2015

PERSONAL & CONFIDENTIAL

Mr. Richard J. Land
c/o Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903

The ANGELL Pension Group, Inc.
88 Bayd Avenue
East Providence, Rhode Island 02914
Tel: 401.438.9250 • Fax: 401.438.7778
info@angellpensiongroup.com
www.angellpensiongroup.com

RE: St. Joseph Health Services of Rhode Island Retirement Plan

Dear Richard:

Enclosed is the following material pertaining to the annual administration of the above referenced Plan for the plan year beginning July 1, 2014 and ending June 30, 2015:

- The Actuarial Valuation, which outlines the funding options for the plan year and summarizes the current funding status of the Plan.

The Plan was amended to cease further benefit accruals with respect to participants who are subject to a collective bargaining agreement between St. Joseph Health Services of Rhode Island (the "Plan sponsor") and the United Nurses and Allied Professionals effective June 19, 2014. This plan amendment is reflected in the July 1, 2014 actuarial valuation.

The valuation was prepared based on the Plan sponsor's conclusion and direction that the Plan is a non-electing church plan within the meaning of Section 414(e) of the Internal Revenue Code of 1986, as amended, and Section 3(33) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a non-electing church plan, the Plan is exempt from Titles I and IV of ERISA.

Please call me at extension 183 if you have any questions or need additional information. David Ward is also available at extension 132.

Sincerely,

A handwritten signature in black ink that reads "ALBERT V. KRAYTER".

Albert V. Krayter
Director of Defined Benefit Department
akrayter@angellpensiongroup.com
admlet 2014.doc/A4360A/AVK

Enclosures

cc: Jeffrey A. Bauer, *The Angell Pension Group, Inc. (w/out enclosures)*
David P. Ward, *The Angell Pension Group, Inc. (w/out enclosures)*

SJHSRI209

**St. Joseph Health Services of Rhode Island
Retirement Plan**

Actuarial Valuation as of July 1, 2014

For the Plan Year Beginning July 1, 2014

and Ending June 30, 2015

Prepared By:

**The Angell Pension Group, Inc.
88 Boyd Avenue
East Providence, RI 02914
401-438-9250**

June 2015

TABLE OF CONTENTS

PLAN STATUS

I.	INTRODUCTION	1
II.	VALUATION RESULTS	
	Contributions for Plan Year Ending June 30, 2015	2
	Plan Assets as of July 1, 2014	3
	Actuarial Present Value of Accumulated Plan Benefits	4
III.	SUMMARY OF PLAN PROVISIONS	
	Summary of Plan Provisions	6
IV.	ACTUARIAL METHODS	
	Actuarial Cost Method.....	10
	Asset Valuation Method	10
	Changes In Actuarial Methods	10
V.	ACTUARIAL ASSUMPTIONS	
	Assumptions Used For The Current Plan Year	11

COST DEVELOPMENT

APPENDIX A	Development of Normal Cost.....	13
APPENDIX B	Development of Contributions	14
APPENDIX C	Development of Actuarial Value of Assets	16
APPENDIX D	Participant Data	17

I. INTRODUCTION

This report presents the results of the actuarial valuation as of July 1, 2014 of the St. Joseph Health Services of Rhode Island Retirement Plan. The report is prepared for the plan year beginning July 1, 2014 and ending June 30, 2015. The purpose of the report is to:

- Illustrate the current actuarial position of the plan.
- Provide a summary of participant census and benefit detail.
- Present information which will assist the plan sponsor in determining the appropriate contribution for the plan year.
- Outline the actuarial assumptions and methods used.
- Summarize the results of our review of compliance with appropriate non-discrimination and/or top heavy requirements.

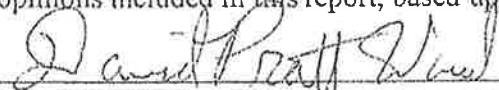
The asset smoothing method amortizes asset gains and losses over five years. Continued use of the "five-year" smoothing of gains and losses will spread gains and losses and prevent the plan from experiencing the full impact of recent market fluctuations. It is our understanding that there were no contributions deposited to the plan for the plan year ending June 30, 2014.

The valuation was prepared based on the Plan sponsor's conclusion and direction that the Plan is a non-electing church plan within the meaning of Section 414(e) of the Internal Revenue Code of 1986, as amended, and Section 3(33) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a non-electing church plan, the Plan is exempt from Titles I and IV of ERISA.

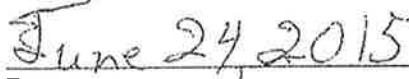
This valuation was prepared on the basis of information submitted to The Angell Pension Group, Inc. in the form of payroll and asset data, as well as ancillary material pertaining to the plan and the plan sponsor, and was prepared in accordance with current federal statutes and regulations, and consistent with current actuarial standards of practice. We have not independently verified, nor do we make any representations as to, the accuracy of such information.

The method for determining the actuarial value of plan assets includes a limitation so that the value is no less than 80% nor greater than 120% of the fair market value of plan assets. This limitation continues to allow smoothing but restricts its impact so that the actuarial value of assets remains reasonably close to the fair market value.

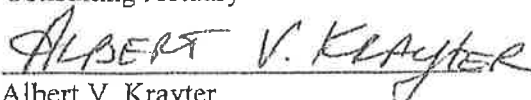
I meet the qualification Standard of the American Academy of Actuaries to render the actuarial opinions included in this report, based upon my education, experience and continuing education.



David P. Ward, ASA, EA, MAAA, MSPPA, FCA
Director of Actuarial Services, and
Consulting Actuary



Date



Albert V. Krayter
Director of Defined Benefit Department

II. VALUATION RESULTS

Contributions for Plan Year Ending June 30, 2015

Minimum Contribution:	\$1,190,958
Recommended Contribution:	\$2,023,175
Contribution to reach 100% funding level projected to the end of the plan year:	\$14,794,178

Summary of Valuation Results:

Participants

	<u>2014</u>	<u>2013</u>
Active	605	744
Terminated vested	1,072	1,072
Retirees in pay status	1,074	962
Other (including per diem employees)	<u>28</u>	<u>32</u>
Total	2,779	2,810

Normal Cost

Dollar amount	\$	0	\$		717,184
Covered payroll		N/A			38,133,517
As a percentage of payroll		N/A			1.9%

Minimum Contribution

Dollar amount	\$	1,190,958	\$		3,091,280
As a percentage of payroll		N/A			8.1%

Assets

Market Value	\$	107,795,454	\$		88,801,862
Actuarial Value		103,135,403			88,167,077
Net rate of return on market value		14.9%			12.2%
Net rate of return on actuarial value (as limited by 80 – 120% limitations)		10.2%			2.3%

Plan Assets as of July 1, 2014

Bank of America	\$ 107,795,454
Total Value of Plan Assets:	\$ 107,795,454

Actuarial Value of Plan Assets

Total Market Value of Plan Assets	\$ 107,795,454
Plus: Receivable Contributions	0
Plus: Adjustment to Actuarial Value	(4,660,051)
Less: Benefits Payable	0
Less: Advance Contributions	0
Less: Interest on Advance Contributions	N/A
Actuarial Value of Plan Assets	\$ 103,135,403

Actuarial Present Value of Accumulated Plan Benefits

The actuarial present value of accumulated plan benefits is a measurement of plan liabilities attributable to credited service and/or compensation as of a certain point in time. The information provided below can be used to satisfy Accounting Standard Codification Topic 960 ("ASC960", previously known as SFAS 35). It can also be used to gauge funding progress relative to plan assets.

The liability figures presented below are based upon actuarial assumptions which reflect the long term nature of an ongoing plan. The present values shown **do not** represent the liabilities that would be incurred to purchase annuity contracts or to pay single sums in the event of the termination of this Plan. The cost to purchase annuity contracts is dependent upon insurance company rates. The cost to pay single sums would necessitate a comparison with 30 year Treasury interest rates, or other IRS designated bond rates, and will generally be higher than the figures shown below.

The information in this section is based on the same actuarial assumptions as outlined in Section V of this report except that no salary scale assumption has been applied.

Present Values as of July 1, 2014

	Number of <u>Lives</u>	Vested <u>Benefits</u>	Non-Vested <u>Benefits</u>	Total Present <u>Value</u>
Active Lives:	605	\$ 20,220,534	\$ 496,250	\$20,716,784
Vested Terminations/Inactives:	1,072	17,926,011	0	17,926,011
Disabled Lives:	0	0	0	0
Retired Lives:	1,074	77,708,161	0	77,708,161
Other (incl. per diem employees):	28	514,543	0	514,543
Totals:	2,779	\$ 116,369,249	\$ 496,250	\$116,865,499

Statement of Change in Accumulated Plan Benefits

Actuarial present value of accumulated plan benefits as of the prior valuation date	\$ 112,998,069
Increase (decrease) during the year attributable to:	
Plan amendment	\$ 0
Change in actuarial assumptions	0
Benefits accumulated	3,062,683
Increase for interest due to the decrease in the discount period	8,436,957
Benefits paid	(7,632,210)
Net increase (decrease):	\$ 3,867,430
Actuarial present value of accumulated plan benefits as of the current valuation date	\$ 116,865,499

III. SUMMARY OF PLAN PROVISIONS

Plan Effective Date: July 1, 1965

Plan Description: The Plan is a non-electing Church Plan within the meaning of Section 414e of the Code and Section 3(33) of the Employee Retirement Income Security Act (ERISA) of 1974, as amended.

Eligibility Requirements: Age: None
Service: One Year
Exclusions: Any Employees hired after October 1, 2007 will not be able to participate in this Plan, other than UNAP employees hired on or before October 1, 2008.

Benefit Accruals for Non-Union participants were frozen on September 30, 2009.

Benefit Accruals for Federation of Nurses and Health Professionals ("FNHP") participants were frozen on September 30, 2011.

Benefit Accruals for Union participants were frozen on June 19, 2014

Year of Service: 12-consecutive-month computation period commencing on the employee's date of hire in which an employee is credited with 1,000 or more hours of service.

Year of Service for Benefit Accrual: Service shall equal total plan years of service with the Employer. Prior to July 1, 2001, a year of service was credited for each plan year in which an employee was an active participant in the plan and was paid for at least 1,000 hours. On July 1, 2001 the plan was amended to use elapsed time to determine service through July 1, 2001. Thereafter, the 1,000 hour rule will continue to be used.

Benefit Accruals for Non-Union participants were frozen on September 30, 2009.

Benefit Accruals for Federation of Nurses and Health Professionals ("FNHP") participants were frozen on September 30, 2011.

Benefit Accruals for Union participants were frozen on June 19, 2014

Plan Entry Date: An eligible employee will enter the plan on the first of the month following completion of the eligibility requirements.

Normal Form of Benefit: Life annuity

III. SUMMARY OF PLAN PROVISIONS (CONT'D)

Normal Retirement Date: The first day of the month coincident with or next following the later of age 65 or the fifth anniversary of the participant's participation.

Compensation: "Annual Earnings" means the basic rate of compensation, excluding bonus payments, call time, overtime and any irregular payments. In no event shall compensation for any year exceed the IRC limit on annual compensation includable in a defined benefit plan (\$260,000 for 2014).

Average Compensation: The average of the five highest consecutive Annual Earnings during the ten years immediately preceding employee's termination of employment.

Normal Retirement Benefit: The amount of annual normal retirement benefit to be paid in monthly installments for life, based on credited service to normal retirement date, is:

1. Fifty percent of Final Average Earnings, less
2. Fifty percent of the Social Security Benefit

The above difference shall be multiplied by the ratio of the participant's credited service not in excess of 30 years over 30 years.

The annual retirement benefit can not be less than \$48.00 multiplied by years of credited service, to a maximum of 30 years.

If an employee was a member on June 30, 1977, his benefit should not be less than the sum of (a) and (b) below:

(a) Future Service Benefit: 0.75% of Annual Earnings up to \$4,800 plus 1.5% of Annual Earnings in excess of \$4,800, for each year of future service.

(b) Past Service Benefit: 0.75% of Annual Earnings for each year of past service

Benefit Accruals for Non-Union participants were frozen on September 30, 2009.

Benefit Accruals for Federation of Nurses and Health Professionals ("FNHP") participants were frozen on September 30, 2011.

III. SUMMARY OF PLAN PROVISIONS (CONT'D)

Benefit Accruals for Union participants were frozen on June 19, 2014.

Accrued Benefit:

The accrued benefit at any time prior to a participant's normal retirement date shall be the projected normal retirement benefit based on credited service projected to normal retirement and Final Average Earnings as of the accrual date multiplied by a fraction.

The numerator of this fraction is the number of years credited service on the accrual date and the denominator is the projected number of years of credited service at the later of age 60 or 30 years of service, but no later than normal retirement date. This fraction cannot exceed one. The plan was amended as of July 1, 2001 to change age 65 to age 60, for this purpose.

Benefit Accruals for Non-Union participants were frozen on September 30, 2009.

Benefit Accruals for Federation of Nurses and Health Professionals ("FNHP") participants were frozen on September 30, 2011.

Benefit Accruals for Union participants were frozen on June 19, 2014.

Early Retirement Benefit:

Upon the completion of five years of continuous service and the attainment of age fifty-five, a participant may elect to retire. He may receive a monthly benefit for life beginning at his early retirement date equal to the benefit accrued at normal retirement date reduced by the following:

- First 60 months between early and normal retirement dates: 5/9% each month.
- Additional months after first 60 months prior to normal retirement date: 5/18% each month.
- If the participant has accumulated eighty-five points, (as of September 30, 2009 for Non-Union Participants) computed as the sum of age and continuous service at termination (years and complete months), and has attained the age of fifty-five he may receive an unreduced monthly benefit for life beginning at this early retirement date equal to his benefit accrued at termination.

III. SUMMARY OF PLAN PROVISIONS (CONT'D)

Late Retirement Benefit: A participant may continue in the employment of the Employer after his normal retirement date. In such event he will receive at actual retirement his accrued benefit calculated using service as of his actual retirement date.

Death Benefit: In the event of the death of an active married participant who completed five years of service whose benefit payments have not commenced, it will be assumed that the participant had separated from service on the date of death, survived to the earliest retirement age, began receiving a joint and one-half survivor benefit based on the participant's vested accrued benefit, and died on the day after the earliest retirement date.

A spouse may elect a life annuity, a lump sum, or a reduced benefit payable anytime from when the participant would have reached age fifty-five.

Vesting: Based on Years of Vesting Service, subject to the following schedule

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 5 years	0%
5 Years or more	100%

Notwithstanding the above vesting schedule, a participant will become 100% vested upon reaching Normal Retirement Date.

IV. ACTUARIAL METHODS

Actuarial Cost Method

The ultimate cost of a pension plan cannot be determined until the last participant is paid and all obligations are discharged. An Actuarial Cost Method, rather than determining the cost of a pension plan, assigns the overall cost to a period of time. The Employee Retirement Income Security Act of 1974 (ERISA) specifies several acceptable cost methods. IRS regulations allow some variations among these methods.

Costs have been computed in accordance with the Accrued Benefit (Unit Credit) method, as described below.

The Normal Cost is the sum of individual normal costs for each participant who has not reached the assumed retirement age. The normal cost for a participant is determined as the actuarial present value of the projected benefit allocated to the current plan year.

In addition, there is a second cost component in which the payment, in the first plan year, is determined as an amortization of the unfunded accrued liability. The accrued liability is defined as the actuarial present value of the portion of the projected benefit that is allocated to prior plan years. This calculation is done for each participant, and then summed to get a total accrued liability. The unfunded accrued liability is the difference between the total accrued liability and the actuarial value of plan assets.

Under the Accrued Benefit (Unit Credit) Method, any change in the accrued liability resulting from experience gains or losses is calculated each plan year and separately amortized in accordance with minimum funding rules. In addition, changes in plan provisions or actuarial assumptions that result in an increase or decrease in the accrued liability will be separately amortized.

The method is the same method described in Section 3.01 of Internal Revenue Procedure 2000-40.

Asset Valuation Method

The actuarial value of the plan assets used in determining plan costs is equal to the "five-year" smoothing of gains and losses method. Under this method, asset gains and losses are recognized at the rate of 20% per year. As a result, the impact of appreciation or depreciation on valuation assets is smoothed. The resulting value is limited to be no less than 80% nor greater than 120% of the fair market value of plan assets. Even when the limitation applies the underlying "five-year" smoothing method will be maintained.

Changes In Actuarial Methods

No changes in actuarial methods have occurred since the prior plan year.

V. ACTUARIAL ASSUMPTIONS

Assumptions Used For The Current Plan Year

Actuarial assumptions are estimates as to the occurrence of future events affecting the costs of the plan such as mortality rates, withdrawal rates, changes in compensation level, retirement ages, rates of investment earnings, expenses, etc. The assumptions have been chosen to anticipate the long-term experience of the plan. The enrolled actuary will certify to the reasonableness of these assumptions, as required by ERISA.

Pre-Retirement Investment Return: 7.75% per annum

Post-Retirement Investment Return: 7.75% per annum

Pre-Retirement Mortality: RP-2000 (Male/Female)

Post-Retirement Mortality: RP-2000 (Male/Female)

Mortality Improvement: No mortality improvement assumption is included at this time

Withdrawal Rate: Select and ultimate rates of withdrawal are as follows:

<u>Age</u>	<u>Mortality</u>		<u>Termination</u>	
	<u>Male</u>	<u>Female</u>	<u>Male</u>	<u>Female</u>
25	0.000366	0.000207	0.066	0.099
30	0.000444	0.000264	0.050	0.077
35	0.000773	0.000475	0.034	0.054
40	0.001079	0.000706	0.018	0.032
45	0.001508	0.001124	0.012	0.021
50	0.002138	0.001676	0.006	0.011
55	0.003624	0.002717	0.000	0.000

In addition to the above rates, the following rates based on service are added to the termination rates for participants with 10 or fewer years of service:

<u>Termination</u>	<u>Rate</u>
<u>Service</u>	
1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%

V. ACTUARIAL ASSUMPTIONS (CONT'D)

Disability Rate: None

Salary Scale: None

*Taxable Wage
Base:* None

Consumer Price Index: None

Expenses: None

Assumed Retirement Age: Beginning at age fifty-five, the following rates are assumed:

<u>Age</u>	<u>Probability of Retirement</u>
55	2.0%
56-59	0.8%
60-61	3.0%
62	15.0%
63	7.5%
64	10.0%
65	75.0%
66	80.0%
67	91.0%
68	100.0%

Marital Status: 100% of participants are assumed to be married; wives are assumed to be three years younger than their husbands.

Recommended Funding Level: The recommended contribution is based on the Plan's Normal Cost plus an amortization of the Plan's unfunded liability. If the plan is projected to have no unfunded liability at the end of the Plan Year then no contribution is recommended, if the asset surplus is greater than the Normal Cost. While the Plan is a church plan, and is not subject to the funding requirements of ERISA, the current funding policy follows the ERISA guidelines without regard to the current liability calculations or Pension Protection Act of 2006 modifications.

APPENDIX A Development of Normal Cost

The Normal Cost is the portion of plan benefit costs which is allocated to the current plan year by the Actuarial Cost Method being used. The following represents the development of the Normal Cost under the chosen Actuarial Cost Method, unless the method determines the normal cost on an individual participant basis.

1.	Present Value of Benefits	\$	N/A
2.	Actuarial Value of Assets		N/A
3.	Unamortized Balance of Amortization Bases (412)/ Unfunded Liability (404)		N/A
4.	Funding Standard Account Credit Balance (412)/ Prior year's carry forward (404)		N/A
5.	Accumulated Reconciliation Account (412)		N/A
6.	Present Value of Future Normal Cost [(1) - (2) - (3) + (4) + (5)]		N/A
7.	Present Value of Future Compensation		N/A
8.	Current Compensation		N/A
9.	Normal Cost [(6) / (7) x (8)]		0
10.	Expense Load / Term Cost		0
11.	Total Normal Cost [(9) + (10)]	\$	0

APPENDIX B Development of Contributions

1. Minimum Contribution	July 1, 2014	July 1, 2013
a. Actuarial funding level		
i. Accrued liability	116,865,499	114,896,330
ii. Actuarial Value of Assets	103,135,403	88,167,077
iii. Unfunded Actuarial Accrued Liability (UAAL) ((1.a.i. - 1.a.ii.), max 0)	13,730,096	26,729,253
b. 30 Year Amortization of UAAL	1,105,297	2,151,753
c. Normal cost	0	717,184
d. Interest (0.0775 x (1.b. + 1.c.))	85,661	222,343
e. Minimum Contribution [(1.b. + 1.c. + 1.d.), if 1.b. > 0]	1,190,958	3,091,280
 2. Recommended Contribution		
a. Normal Cost	0	717,184
b. 10 Year Amortization of UAAL	1,877,657	3,655,355
c. Interest (0.0775 x (2.a. + 2.b.))	145,518	338,872
d. Subtotal	2,023,175	4,711,411
e. Recommended Contribution (greater of (2d) and (1e), not less than 0)	2,023,175	4,711,411

3. Contribution to reach 100% funding level projected to the end of the plan year

	July 1, 2014	July 1, 2013
a. Actuarial Funding Level		
i. Lesser of Market Value and Actuarial Value of Assets	\$ 103,135,403	\$ 88,167,077
ii. Projected beginning of year funding shortfall (1.a.i. + 1.c. - 3.a.i.)	13,730,096	27,446,437
iii. Projected end of year funding shortfall (3.a.ii.x 1.0775)	14,794,178	29,573,536
b. Contribution to reach 100% funding level projected to the end of the plan year	14,794,178	29,573,536

APPENDIX C Development of Actuarial Value of Assets

Development of Actuarial Value of Assets

1.	Actuarial value as of July 1, 2013 (Without 80 - 120% limitations)	\$	88,167,077	
2.	Market value as of July 1, 2013		88,801,862	
3.	Employer contribution made during the Plan Year		14,000,000	
4.	Benefit payments from July 1, 2013 through June 30, 2014		7,632,210	
5.	Expected interest at 7.75% through June 30, 2014			
	a. On (1)		6,832,948	
	b. On (3)		29,726	
	c. On (4)		320,394	
	d. Net expected interest [(a) + (b) - (c)]		6,542,280	
6.	Expected market value as of June 30, 2014 [(2) + (3) - (4) + (5d)]		101,711,932	
7.	Actual market value as of June 30, 2014		107,795,454	
8.	Market value gain (loss) from July 1, 2013 to June 30, 2014 [(7) - (6)]		6,083,522	
9.	Recognition of actuarial value gain (loss) amounts			
	<u>Plan Year Ending</u>	<u>Original Gain (Loss)</u>	<u>June 30, 2014 Balance</u>	<u>Amount to Recognize on July 1, 2014</u>
	a. June 30, 2010	1,501,179	300,235	300,235
	b. June 30, 2011	9,315,182	3,726,074	1,863,036
	c. June 30, 2012	(9,476,777)	(5,686,067)	(1,895,355)
	d. June 30, 2013	2,868,182	2,294,546	573,636
	e. June 30, 2014	\$ 6,083,522	6,083,522	1,216,704
	f.		Total:	\$ 2,058,256
10.	Actuarial value as of July 1, 2014 [(1) + (3) - (4) + (5d) + (9f)]:		\$103,135,403	
11.	Actuarial value as a percentage of market value		95.68%	
12.	Employer Contribution Receivable		\$ 0	
13.	Actuarial value as of July 1, 2014 including Employer Contribution Receivable		\$103,135,403	
14.	Actuarial value as of July 1, 2014 including Employer Contribution Receivable, limited to at least 80% and maximum of 120% of market value as of July 1, 2014		\$103,135,403	

APPENDIX D - Participant Data

A. Reconciliation of Participant Data

	Actives	Inactives Per-diem	Terminated with Vested Benefits	Retirees & Beneficiaries	Total
Total as of July 1, 2013	744	32	1,072	962	2,810
New Entrants	0	0	0	0	0
Rehires	0	0	0	0	0
Terminated Vested	(53)	(2)	55	0	0
Terminated Nonvested	0	0	0	0	0
New Retirees	(83)	(2)	(53)	138	0
New Beneficiaries	0	0	3	4	7
Active Deaths	0	0	0	0	0
Terminated Vested Deaths	0	0	(3)	0	(3)
Retiree/Beneficiary Deaths	0	0	0	(31)	(31)
Inactive Per-diem	0	0	0	0	0
Per-diem returned to Actives	0	0	0	0	0
Lump Sum Payment	(3)	0	(2)	0	(5)
Data Adjustments	0	0	0	1	1
Total as of July 1, 2014	605	28	1,072	1,074	2,779

Notes:

As of June 19, 2014 benefit accruals for Union Participants were frozen. No members under the Plan accrue any benefits as of July 1, 2014.

This is a non-electing church plan that is not subject to 411(d)(3) of the Internal Revenue Code. Therefore, the partial termination rules of that section do not apply. We have reviewed the reduction in the active population as a result of Employer initiated terminations and concluded that the reduction does not result in a partial termination of the plan as of July 1, 2014.

APPENDIX D - Participant Data (Continued)

B. Age and Service Distribution of Active Participants

<u>Age</u>	0-4	5-9	10-14	15-19	20-24	<u>Service</u> 25-29	30-34	35-39	40 +	Total
0-19	-	-	-	-	-	-	-	-	-	0
20-24	0	0	0	-	-	-	-	-	-	0
25-29	0	8	1	-	-	-	-	-	-	9
30-34	0	16	6	4	-	-	-	-	-	26
35-39	0	11	19	2	1	-	-	-	-	33
40-44	0	18	18	13	10	1	-	-	-	60
45-49	0	25	20	8	11	20	2	-	-	86
50-54	0	29	18	12	12	26	22	6	-	125
55-59	0	22	21	13	18	20	26	27	5	152
60-64	0	10	17	12	7	9	13	8	16	92
65-69	0	3	4	3	2	0	2	0	1	15
70-74	0	3	0	0	1	0	0	0	1	5
75-79	0	0	0	1	0	0	0	1	0	2
80-84	-	-	-	-	-	-	-	-	-	0
85+	-	-	-	-	-	-	-	-	-	0
Total	0	145	124	68	62	76	65	42	23	605

EXHIBIT 21

WRITTEN CONSENT OF THE CLASS A MEMBER OF
ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND
AS OF DECEMBER 15, 2014

The undersigned, being the Class A Member of St. Joseph Health Services of Rhode Island, a Rhode Island nonprofit corporation (the "Corporation") hereby takes the following action by written consent and adopts the following resolutions in accordance with Section 15 of the Bylaws of the Corporation:

Resolved: That Paragraph 4.2 of the Bylaws of the Corporation be, and it hereby is, deleted in its entirety and the following substituted therefor:

"4.2 Number and Election. The Board of Trustees shall consist of no less than three (3) and no more than seven (7) members. At each Annual Meeting or a special meeting in lieu thereof, the Board shall elect their successors, each to serve until the third (3rd) Annual Meeting of the Trustees following such election and until such Trustee's successors have been duly elected and qualified. Any special or regular meeting, the Board of Trustees may elect Trustees to fill vacancies. The Board of Trustees shall have and may exercise all of its powers notwithstanding the existence of one (1) or more vacancies in its number."

Resolved: That Paragraph 6.1 of the Bylaws of the Corporation be, and it hereby is, deleted in its entirety and the following substituted therefor:

"6.1 Number and Qualification. The officers of the Corporation shall be a President, Secretary and Treasurer. An officer may, but need not be a Trustee. Any two (2) or more offices may be held by the same person. Officers shall be appointed by the Class A Member to two (2) year terms and shall be eligible for re-election or reappointment."

Resolved: That Paragraphs 6.2, 6.7 and 6.8 of the Bylaws of the Corporation be, and they hereby are, deleted in their entireties.

Resolved: That the following individuals be, and they each hereby are, elected to the Board of Trustees to serve in their said capacities until their successors have been duly elected and have qualified or until their earlier death, resignation or removal:

Daniel J. Ryan
Reverend Timothy Reilly
Nancy E. Rogers
Christopher N. Chihlas, M.D.
Reverend Kenneth Sicard
Joseph P. Mazza, M.D.

Resolved: That the following persons be, and they each hereby are, elected to the offices of the Corporation set opposite their names, to serve in their said capacities

until their successors have been duly elected and have qualified or until their earlier death, resignation or removal:

President and Treasurer	-	Daniel J. Ryan
Secretary	-	Daniel J. Ryan

Resolved: That the Corporation hereby authorizes and approves the engagement of Richard J. Land and Chace Ruttenberg & Freedman, LLP pursuant to the terms of the engagement letter provided to the Directors at the meeting (“CRF Engagement Letter”).

Resolved: That the officers of the Corporation and Richard J. Land, as agent for the Corporation, and each of them, acting singly, be, and hereby is, authorized, empowered and directed to approve for payment all ordinary and necessary expenses of the Corporation, such approval to be conclusive evidence that the same are hereby authorized.

Resolved: That the Corporation shall indemnify its trustees, directors, officers and agents, including Richard J. Land, acting on behalf of the Corporation, to the fullest extent permitted by law, including without limitation, advance of attorney’s fees and other costs of defense.

Resolved: That Daniel J. Ryan, President of the Corporation, and Richard J. Land, each acting alone, be, and each hereby is, authorized to take such actions as we deem necessary and appropriate in connection with the administration, management and potential wind-down of the Corporation’s pension plan (including, without limitation, negotiation with participants and their representatives).

Resolved: That the Corporation hereby authorizes and approves the engagement of Kahn, Litwin, Renza & Co., Ltd. to perform such accounting services as the officers of the Corporation and Richard J. Land, and each individually, deem necessary and appropriate.

Resolved: That the Corporation authorize the dissolution of the Corporation at such time as Daniel Ryan and Richard J. Land deem necessary and appropriate and in connection therewith, to file such final tax returns and other documents and instruments required thereby.

Resolved: That the Corporation hereby ratifies all actions previously taken by the Board, including actions taken by Daniel J. Ryan, as Chairman of the Board, and Richard J. Land, as Counsel to and agent of the Board, and the actions hereby taken shall have the same effect for all purposes as if such actions had been taken at an annual meeting.

Resolved: That the officers of the Corporation and Richard J. Land, as Counsel to and agent for the Corporation, and each of them, acting singly, be, and each hereby is, authorized, empowered and directed to execute any and all documents, instruments, certificates or other writings which each of them in the exercise of his sole discretion shall deem necessary or desirable in order to effectuate the intent of the foregoing resolutions, and the wind-down of the Corporation.

Resolved: That this written consent may be executed in counterparts.

CharterCARE Community Board, Class A Member

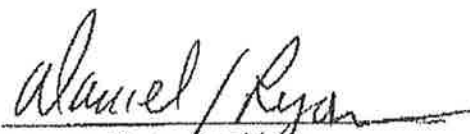
By: 
Daniel J. Ryan, President

EXHIBIT 22

**WRITTEN CONSENT OF THE CLASS A MEMBER OF
ST. JOSEPH HEALTH SERVICES OF RHODE ISLAND
AS OF FEBRUARY 2, 2017**

The undersigned, being the Class A Member of St. Joseph Health Services of Rhode Island, a Rhode Island nonprofit corporation (“Corporation”), hereby takes the following action by written consent and adopts the following resolutions in accordance with Section 15 of the Bylaws of the Corporation:

Resolved: That the officers of the Corporation and Richard J. Land, as counsel to and agent for the Corporation, and each of them, acting singly, be, and each hereby is, authorized, empowered and directed to execute any and all documents, instruments, certificates, or other writings, and to take further action as each in the exercise of her/his sole discretion shall deem necessary or desirable, in order to effectuate the wind-down of the Corporation and any and all retirement plans of the Corporation.

CharterCARE Community Board, Class A Member

By: _____




EXHIBIT 23

GIANFRANCESCO & FRIEDEMANN, LLP

Attorneys at Law

ANTHONY J. GIANFRANCESCO, ESQ.*

MERRILL J. FRIEDEMANN, ESQ.*+

GEORGE P. MICROULIS, ESQ.*+

KAYLA S. O'CONNOR, ESQ.*+

*Admitted In Rhode Island, Federal Courts and
First Circuit Court of Appeals

+Admitted in Massachusetts

GEORGE E. LIEBERMAN, ESQ.,*+

Of Counsel

December 12, 2017

Max Wistow, Esq.

Wistow, Sheehan & Lovely, P.C.

61 Weybosett Street

Providence, RI 02903

Re: St. Joseph Health Services of Rhode Island ("SJHSRI") - Subpoena dated
11/9/17 ("First SJHSRI Subpoena")

Dear Max:

Please be advised that I have been engaged by SJHSRI to represent it in the Receivership Proceeding. I ask that you please send all future communications concerning this matter to me with a copy to Richard J. Land, Esq. and Andre S. Digou, Esq.

I have reviewed a copy of your December 1, 2017 letter to Richard Land, and thank you for confirming your agreement to a rolling production from SJHSRI.

As you know, Prospect purchased all hardcopy and electronic records of SJHSRI (and related entities) and obtained possession and control of all such documents, except for "the corporate books and records", as part of the 2014 transaction. See Asset Purchase Agreement, Section 2.1; 2.2. SJHSRI does not have possession, custody or control of non-corporate documents potentially responsive to the First SJHSRI Subpoena. Even though SJHSRI was not obligated by Super. Ct. R. Civ. P. 45 to take any further action relative to documents in Prospect's possession, custody or control, in an effort to be cooperative in

214 Broadway
Providence RI 02903
(401) 270-0070 Fax: (401) 270-0073
www.GianfrancescoLaw.com

One Boston Place
Suite 2600
Boston, MA 02108

Two Richard Street
P.O. Box 277
Raynham, MA 02767

(857) 272-9970

the Receivership proceedings and investigation process, SJHSRI requested access from Prospect to potentially responsive documents.

Prospect provided SJHSRI with access to records in Prospect's possession, in accordance with section 13.7 of the APA, and SJHSRI obtained possession of any such documents subject to (i) a Prospect's reservation of all applicable privileges, (ii) the joint defense agreement dated 9/1/13, and (iii) the transition services agreement dated 7/1/15. With those reservations and under those agreements, Prospect permitted SJHSRI to collect 79 boxes of potentially responsive documents. The 79 boxes were transferred to an e-discovery vendor for processing and conversion to electronic format to allow a detailed review of the collected documents. Of the 79 boxes, 34 were designated as non-corporate records (Prospect's records) and 45 were designated as corporate records (SJHSRI's records).

Since your issuance of the subpoena on Prospect, SJHSRI no longer has access to the 34 boxes designated as non-corporate records. Accordingly, please direct any further questions about the 34 boxes of non-corporate records to Prospect.

SJHSRI intends to review the 45 boxes of corporate records for potentially responsive documents when the boxes have been scanned and processed. On December 8, 2017, the e-discovery vendor advised that 28 of 45 boxes have been scanned. Much like paragraph 3 of your discovery plan with the Attorney General, SJHSRI will not know how many documents need to be reviewed until all 45 boxes have been scanned and processed and search terms have been applied to the database. Thus, SJHSRI cannot advise you of a date by which an unknown number of documents will be reviewed and ready to be produced. SJHSRI will advise you how long a review will take when SJHSRI learns how many documents result from the application of search terms. I invite you to provide me with a list of search terms you would like applied to the database.

Lastly, I would like to have a protective order in place similar to the protective order you agreed to with the Attorney General. Attached is a proposed protective order relating to documents produced by SJHSRI. Please let me know if you would agree to the same.

Thank you.

Sincerely yours,

George Lieberman

214 Broadway
Providence RI 02903
(401) 270-0070 Fax: (401) 270-0073
www.GianfrancescoLaw.com

One Boston Place
Suite 2600
Boston, MA 02108

Two Richard Street
P.O. Box 277
Raynham, MA 02767

(857) 272-9970

214 Broadway
Providence RI 02903
(401) 270-0070 Fax: (401) 270-0073
www.GianfrancescoLaw.com

One Boston Place
Suite 2600
Boston, MA 02108

Two Richard Street
P.O. Box 277
Raynham, MA 02767
(857) 272-9970

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

St. Joseph Health Services of Rhode
Island, Inc.

Vs.

PC 2017-3856

St. Josephs Health Services of Rhode
Island Retirement Plan, as amended

PROTECTIVE ORDER

In the above-captioned case, Stephen Del Sesto, Esq. in his capacity as Receiver of St. Josephs Health Services of Rhode Island Retirement Plan, as amended, Receiver, Max Wistow, Esq. in his capacity as Special Counsel to the Receiver, and St. Josephs Health Services of Rhode Island, having agreed to the entry of a protective order on the terms set forth below, and the Court having reviewed and considered the proposed order, and good cause appearing therefore, it is hereby:

ORDERED, ADJUDGED AND DECREED:

1. **Scope.** This protective order ("Order") shall apply to any documents produced by SJHSRI in connection with any subpoena issued by Special Counsel to SJHSRI.

2. **Non-Disclosure of Confidential Material.** Except as hereinafter provided under this Order or subsequent Court Order, no Confidential Material may be disclosed to any person except as provided in Paragraph 4 below.

“Confidential Material” means any documents that are stamped “SJHSRI-CONFIDENTIAL.”

3. **Permissible Disclosure of Confidential Material.** Notwithstanding Paragraph 2, Confidential Material may be disclosed to (a) the Receiver; (b) Special Counsel; (c) the associates, secretaries, paralegal assistants and employees of the Receiver or Special counsel, to the extent reasonably necessary to render professional services; (d) consultants, experts, or investigators retained for the purpose of assisting such counsel; (e) persons with prior knowledge of the Confidential Material; and (f) court officials (including, without limitation, court reporters and any special master or mediator appointed by the Court). Such Confidential Material may also be disclosed to any additional person as the Court may order. This Order shall apply to and be binding upon any individual or entity to whom Confidential Material is disclosed. Prior to sharing Confidential Material with any person in category (d) above, Special Counsel shall provide that person with a copy of this Order and explain its terms and the Court’s determination that anyone viewing Confidential Material is bound by this Order. Prior to being furnished with any Confidential Material, all such persons will read a copy of this Order and shall execute an Acknowledgment in the form of Exhibit 1 hereto, an original of which shall be maintained by Special Counsel.

4. **Declassification.** In the event that Special Counsel seeks to disclose Confidential Material in a manner other than provided in Paragraph 3 above, Special Counsel shall file a motion with the Court seeking a ruling that the

document designated as Confidential Material is not or should not be entitled to such status or protection. Such motion may be heard upon no less than fourteen (14) business days' notice to SJHSRI and to any interested third party. SJHSRI and any interested third party shall have ten (10) business days from the service of such motion by Special Counsel to file an opposition to the motion defending the designation as Confidential Material.

5. **Filing of Confidential Material with the Court.** Confidential Material shall not be filed with the Court except under seal and when required in connection with motions as provided for in Paragraph 4 or other matters pending before the Court for which such materials are relevant. Any pleadings, motions, or other papers filed under seal shall be filed in accordance with the Rhode Island Superior Court Rules of Civil Procedure and any other applicable court rules or standing orders, including but not limited to, Supreme Court Rules, Article X, Rule 8 Non-Public Filings.

6. **Confidential Material at Trial or Other Court Proceeding.** Subject to the Superior Court Rules of Civil Procedure and any other applicable rules and standing orders, Confidential Material may be offered in evidence at trial or other court proceeding, provided that the proponent of the evidence gives notice to counsel for SJHSRI and any interested third party (if known), sufficiently in advance so as to enable them to move the Court for an order that the evidence be received *in camera* or under other conditions to prevent unnecessary disclosures. The Court will then determine whether the proffered evidence should continue to be treated as

Confidential Material and, if so, what protection, if any, may be afforded to such information at the trial or other court proceeding.

7. **No Waiver.**

(a) Review of Confidential Material by any persons shall not waive any privileges or objections that could be asserted by any person or entity relating to the Confidential Material.

(b) The inadvertent, unintentional, or *in camera* disclosure of Confidential Material shall not, under any circumstances, be deemed a waiver, in whole or in part, of claims of any privilege or any objection that could be asserted. If SJHSRI inadvertently or unintentionally produces any Confidential Material without marking or designating it as such in accordance with the provisions of this Order, SJHSRI may, promptly on discovery of such production, furnish a substitute copy properly marked, along with written notice to the other persons that such document is deemed confidential and should be treated as such in accordance with the provisions of this Order. Each person receiving such written notice must treat such document as Confidential Material from the date such notice is received.

8. **Inadvertent Production of Privileged Material.** The Receiver, Special Counsel, and SJHSRI shall adhere to the obligations imposed by the Superior Court Rules of Civil Procedure regarding privileged material. However, the inadvertent failure of any of them to designate and/or withhold any document as subject to the attorney-client privilege, the attorney work-product doctrine or any other applicable protection or exemption from discovery will not be deemed to waive

a later claim as to its appropriate privileged or protected nature, or to stop the producing person from designating such document as privileged or protected from discovery at a later date in writing and with particularity.

9. **Survival.** The terms of this Order shall survive the conclusion of this matter. All Confidential Material and all copies of same shall be destroyed within thirty (30) days of the conclusion of this matter with a letter or other written confirmation sent by Special Counsel to SJHSRI and all interested third parties certifying that all Confidential Materials and all copies of same have been destroyed.

10. **Amendment or Modification of Order.** This Order may be amended or modified only by the Court after a hearing and notice to the Receiver, Special Counsel, SJHSRI and any interested third party of not less than fourteen (14) business days.

ORDERED:

Stern, J.
Dated:

ENTERED:

Clerk
Dated:

Agreed to:

/s/ Max Wistow
Max Wistow, Esq.
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence, RI 02903
mwistow@wistbar.com

Dated:

Agreed to:

/s/ George E. Lieberman
George E. Lieberman, Esq. (#3860)
Of Counsel
Gianfrancesco & Friedmann
214 Broadway
Providence, RI 02903
george@gianfrancescolaw.com

Dated:

Agreed to:

/s/ Stephen F. Del Sesto
Stephen F. Del Sesto, Esq.
Pierce Atwood LLP
72 Pine Street, 5th Floor
Providence, RI 02903
sdelsesto@pierceatwood.com

Dated:

CERTIFICATE OF SERVICE

I hereby certify that, on December _____, 2017, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ _____

EXHIBIT 1

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

St. Joseph Health Services of Rhode
Island, Inc.

Vs.

PC 2017-3856

St. Josephs Health Services of Rhode
Island Retirement Plan, as amended

ACKNOWLEDGEMENT

) The undersigned declares and states as follows:

1. I have read the attached Order, dated December __, 2017 ("Order"), understand its contents and hereby agree to comply therewith and to be bound thereby. In addition, I consent to the jurisdiction of the Rhode Island Superior Court for the purposes of enforcement of the Order.

2. I agree to use Confidential Material only for purposes of assisting Special Counsel in this matter, and for no other purpose.

3. I agree to retain all Confidential Material in a secure manner and in accordance with the terms of the Order. I also agree not to make copies of any Confidential Material except in accordance with the Order. I further agree not to communicate Confidential Material to any person or entity not qualified to receive it under the terms of the Order.

4. I agree to promptly certify that I have destroyed all Confidential Material and all copies of the same within thirty (30) days of the conclusion of this matter.

5. I agree to comply with all other provisions of the Order.

6. I acknowledge that failure on my part to comply with the provisions of the Order may be punishable by contempt of court and may render me liable to any Party, person, or entity damaged thereby.

Name: _____
(print or type)

Signature: _____

Dated:

Max Wistow

From: George E. Lieberman <george@gianfrancescolaw.com>
Sent: Tuesday, December 12, 2017 1:26 PM
To: Max Wistow
Cc: Richard Land; Andre Digou
Subject: PRODUCTION OF DOCUMENTS
Attachments: GEL - NEW LETTERHEAD NOVEMBER 2017 DORIS.doc; SJHSRI Protective Order (12-12-17).docx

Please see attached documents, thank you.

Your message is ready to be sent with the following file or link attachments:

GEL - NEW LETTERHEAD NOVEMBER 2017 DORIS SJHSRI Protective Order (12-12-17)

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

EXHIBIT 24

WISTOW, SHEEHAN & LOVELEY, PC

ATTORNEYS AT LAW
61 WEYBOSSET STREET
PROVIDENCE, RHODE ISLAND 02903

MAX WISTOW
STEPHEN P. SHEEHAN
A. PETER LOVELEY
MICHAEL J. STEVENSON
BENJAMIN G. LEDSHAM

TELEPHONE
401-831-2700
FAX
401-272-0752
E-MAIL
MAIL@WISTBAR.COM

December 12, 2017

VIA E-MAIL

George Lieberman, Esq.
214 Broadway
Providence, RI 02903

Re: St. Joseph Health Services of Rhode Island, Inc. v.
St. Josephs Health Services of Rhode Island Retirement
Plan, as amended, C.A. No. PC 17-3856

Dear Mr. Lieberman:

I am writing in response to your letter today.

We do not understand your references to your obligations with respect to the responsive documents in the possession of Prospect. Those documents are also within the control of your client, and must be produced. Not only is that the law, but we also previously pointed that out to Rick Land on several occasions, including our letter of October 18, 2017 and our email of November 28, 2017, copies enclosed. Raising that issue again is dilatory.

We certainly dispute your statement that "SJHSRI no longer has access to the 34 boxes designated as non-corporate records." The asset purchase agreement in section 13.7 gives SJHSRI the right of access to all records "concerning the Purchased Assets, Facilities, or Assumed Liabilities." The "corporate records" referenced in the agreement are SJHSRI's "corporate books and records," and those stayed with SJHSRI. Accordingly, SJHSRI is required to review and produce responsive documents contained in those 34 boxes and any other documents that concern the Purchased Assets, Facilities, or Assumed Liabilities, regardless of whether you call them "corporate records" or "non-corporate records."

We also cannot accept your refusal to agree to a date for production. The second subpoena calls for production on December 15, 2017 and seeks a very limited easily identified group of records that should be produced on time, especially since they try to ascertain what SJHSRI has done to obtain records

WISTOW, SHEEHAN & LOVELEY, PC
ATTORNEYS AT LAW

2

George Lieberman, Esq.
December 12, 2017

from Prospect, Roger Williams Hospital and CharterCare in complying with the first subpoena.

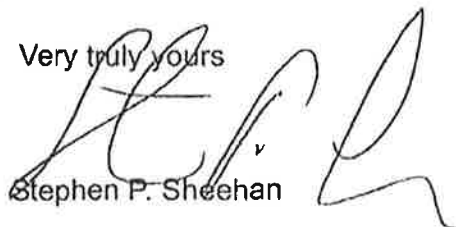
Your client is already in arrears in responding to the first subpoena. Which brings us to your statement that "I have reviewed a copy of your December 1, 2017 letter to Richard Land and thank you for confirming your agreement to rolling production from SJHSRI." As you know, that letter states that "while we are fine with having a rolling production, we need to have firm dates for compliance with the subpoena."

Your refusal to agree upon a firm date constitutes a refusal to comply with the subpoena.

Finally, SJHSRI has failed to comply with the Court's order on October 27, 2017, copy enclosed, directing SJHSRI to "forthwith" turn over all documents concerning the pension plan, or the pension plan's assets or property, which exposes your client to sanctions, including contempt.

We are attempting to avoid expensive and time consuming motion practice, but your client is making that impossible.

Very truly yours


Stephen P. Sheehan

SPS/lh

Enclosures

From: Benjamin Ledsham
To: Richard Land; "Andre Digou"
Cc: Stephen P. Sheehan; Max Wistow; Mary Ann Kesson; sdelsesto@pierceatwood.com
Subject: RE: St. Joseph
Date: Friday, December 01, 2017 4:34:00 PM
Attachments: Land, Richard 12-1-2017.pdf
Subpoena - Prospect CharterCare LLC.pdf
Subpoena 2 - SHSRI.pdf

Rick,

See the attached from Max.

From: Andre Digou [mailto:adigou@crflp.com]
Sent: Tuesday, November 28, 2017 3:52 PM
To: Stephen P. Sheehan <sps@wistbar.com>; Benjamin Ledsham <bledsham@wistbar.com>; Max Wistow <mw@wistbar.com>; Mary Ann Kesson <maryann@wistbar.com>
Cc: Richard Land <rland@crflp.com>; sdelsesto@pierceatwood.com
Subject: RE: St. Joseph

See attached from Rick.

Andre S. Digou, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903
Phone: (401) 453-6400
Fax: (401) 453-6411
adigou@crflp.com

The information contained in this e-mail message and in any accompanying documents constitutes confidential and/or privileged information that belongs to Chace Ruttenberg & Freedman, LLP. This information is intended only for the use of the individual or entity to whom it is directed. If you are not the intended recipient of this information, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you have received this e-mail message in error, please immediately notify us by telephone at (401) 453-6400 and permanently delete this message from your computer. Thank you.

From: Richard Land
Sent: Tuesday, November 28, 2017 2:22 PM
To: Andre Digou <adigou@crflp.com>
Subject: Fwd: St. Joseph

Richard J. Land
Chace Ruttenger & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903
(401) 453-6400
rland@crflp.com
(iPhone)

Begin forwarded message:

From: Mary Ann Kesson <maryann@wistbar.com>
Date: November 28, 2017 at 1:40:59 PM EST
To: "rland@crflp.com" <rland@crflp.com>
Cc: Benjamin Ledsham <bledsham@wistbar.com>, "Stephen P. Sheehan" <sps@wistbar.com>
Subject: St. Joseph

Mr. Land:

I am sending this email at the request of Max Wistow.

Regarding access to records in possession of Prospect; please see paragraph 13.7 (page 62) of Asset Purchase Agreement.

Mary Ann Kesson, Paralegal
Wistow, Sheehan & Loveley, PC.
61 Weybosset Street
Providence, RI 02903
401-831-2700
401-272-9752 (fax)
maryann@wistbar.com

Confidential: The information contained in this electronic (e-mail) message, including attached documents or files, may contain legally privileged and/or confidential information that is intended for the exclusive use of the individual(s) addressed. Access to, reading, disseminating, distributing or copying this e-mail communication or its contents or attachments by anyone else is unauthorized. If you are not the intended recipient or are in possession of this communication in error, please notify the sender by reply e-mail and delete this message.

Thank you.

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

WISTOW, SHEEHAN & LOVELEY, PC

ATTORNEYS AT LAW
61 WEYBOSSET STREET
PROVIDENCE, RHODE ISLAND 02900

MAX WISTOW
STEPHEN P. SHEEHAN
A. PETER LOVELEY
MICHAEL J. STEVENSON
BENJAMIN G. LEDSHAM

TELEPHONE
401-861-2700

FAX
401-272-2722

E-MAIL
MAIL@WISTAIL.COM

October 18, 2017

VIA ELECTRONIC MAIL

Richard J. Land, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903

Re: *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan, as amended*, Rhode Island Superior Court, C.A. No. PC 17-3856

Dear Richard:

As discussed today, we are issuing a subpoena *duces tecum* to your client St. Joseph Health Services of Rhode Island. You have courteously agreed to accept service by e-mail receipt of this letter and the attached subpoena. Please sign, date, and return to us the enclosed acknowledgement of service.

As also discussed, we understand that many of the documents that we are requesting are not in the physical possession of your client, but, rather, are in the possession of Prospect CharterCare SJHSRI, LLC, Prospect CharterCare RWMC, LLC, Our Lady of Fatima Hospital, Rogers Williams Hospital, or other entities related to these companies or hospitals. Moreover, many of the requested documents may be maintained electronically, including on servers at the offices of those companies, the hospitals, and related entities. Of course, your client has a duty to obtain and produce documents that are currently at the offices of those companies, the hospitals, and related entities, since they remain within its "control." *Rosie D. v. Romney*, 256 F. Supp. 2d 115, 119 (D. Mass 2003) ("control" means a legal right to obtain documents, which may be established by a contractual provision or a principal-agent relationship); *Colon v. Blades*, 268 F.R.D. 129, 132 (D.P.R. 2010) ("[A]ctual physical possession is not required; documents are considered to be under a party's 'control' when that party has the right, authority or ability to obtain those documents upon demand.").

Anticipating that you will to some extent be relying upon other individuals, at these companies, the hospitals, and other entities, to obtain the requested documents, and may not be personally searching for the records, it is in our mutual interests that there be a clear record of who those individuals are, and what they did in order to obtain

WISTOW, SHEEHAN & LOVELEY, PC
ATTORNEYS AT LAW

2

Richard J. Land, Esq.
October 18, 2017

the requested documents, including the time they spend in their searches, what files they reviewed, and specifically what electronic files they reviewed.

Please provide us with this information at the time of production. If we have any questions after reviewing the documents, we will try to resolve them with you.

We hope that the provision of such information as requested above may be sufficient and certainly will narrow any areas of contention, but, of course, we are proposing it without prejudice to our right to conduct formal discovery concerning these issues or any others (for example a Rule 30(b)(6) deposition regarding the efforts to comply with the subpoena).

Thank you again for your cooperation.

Very truly yours,



Max Wistow

MW/dls

Enclosure

**STATE OF RHODE ISLAND
PROVIDENCE, SC.**

SUPERIOR COURT

St. Joseph Health Services of Rhode Island,
Inc.

Petitioner

vs.

St. Josephs Health Services of Rhode Island
Retirement Plan, as amended

Respondent

Bank of America, in its capacity as Trustee of
Respondent

Nominal Respondent

PC 2017-3856

SUPERIOR COURT
FILED
HERRY S. KINCH, JR.
17 OCT 27 AM 10:51

ORDER APPOINTING PERMANENT RECEIVER

This cause came to be heard on October 27, 2017, on the Appointment of Permanent Receiver for the Respondent, and it appearing that the notice provided by the Order of this Court previously entered herein has been given, and upon consideration thereof, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. That Stephen F. Del Sesto, Esq., of Providence, Rhode Island, be and hereby is appointed Permanent Receiver (the "Receiver") of the Respondent, and of all the estate, assets, effects, property and business of Respondent of every name, kind, nature and description, with all the powers conferred upon the Receiver by the Rhode Island General Laws, by this order, or otherwise, and with all powers incidental to the Receiver's said Office.

2. That said Receiver shall, no later than five (5) days from the date hereof, file herein a bond in the amount of \$1,000,000.00 with any surety thereon authorized to do business in the State of Rhode Island conditioned that the Receiver will well and truly perform the duties of said office.

3. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the Respondent's plan administrator, officers, directors and managers under applicable state and federal law, the Plan, as amended, the Trust Agreement, as may have been amended and/or other agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of RI Rules of Civil Procedure, Rule 66.

4. The directors, officers, managers, investment advisors, accountants, actuaries, attorneys and other agents of the Respondent shall have no authority with respect to the Respondent, its administration or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the administration of the Respondent and shall pursue and preserve all of its claims. The Receiver be and hereby is authorized to take any and all actions or expressly delegate the same which, prior to the entry of this Order, could have been taken by the officers, directors, administrators, managers, and agents of the Respondent.

5. That said Receiver be and hereby is authorized, empowered and directed to take control, possession and charge of said Respondent and its assets, wherever located, and manage and continue the administration and oversee the Respondent and to reasonably preserve the same, and is hereby vested with title to the same; to collect and receive the debts, property and other assets and effects of said Respondent, with full power to prosecute, defend, adjust and compromise all claims and suits of, by, against or on behalf of said Respondent and to appear, intervene or become a party in all suits, actions or proceedings relating to said estate, assets, effects and property as may in the judgment of the Receiver be necessary or desirable for the protection, maintenance and preservation of the assets of said Respondent.

6. The past and/or present officers, directors, agents, managers, trustees, attorneys, actuaries, accountants, investment advisors and investment managers of the Respondent, as well as those acting in their place, are hereby ordered and directed to preserve and turn over to the Receiver forthwith all paper and electronic information of, and/or relating to, the Respondent and/or all Respondent's assets or property; such information shall include but not be limited to books, records, documents, accounts and all other instruments and papers.

7. That this appointment is made in succession to the appointment of Temporary Receiver heretofore made by order of this Court, and the Receiver shall take and be vested with the title to all assets, property and choses-in-action which have heretofore accrued to the Temporary Receiver with power to reject or confirm and ratify in writing such agreements as are entered into by such Temporary Receiver and to carry out and perform the same.

8. That the Receiver is authorized, in the Receiver's discretion, to monitor, manage and continue the administration of Respondent until further order of this Court, and to engage and employ such persons, including, without limitation, actuaries, investment advisors, investment managers, benefit administrators and any other professionals as may be desirable, in the Receiver's sole discretion, for the foregoing purposes and, in connection therewith, to use such assets of the Respondent and other monies as shall come into the Receiver's hands and possession, as far as the same shall be necessary, for the above purposes and for continuing the administration of the Respondent until further Order of this Court. The Court recognizes and acknowledges that prior to the entry of this Order the Receiver had sought and obtained this Court's authority to engage the Providence, RI law firm of Wistow Sheehan & Loveley, PC ("WSL") to serve as special litigation counsel to the Receiver for the purpose of investigating and, if necessary and appropriate, settling or litigating possible claims against third parties related to the prior management, administration and oversight of the Respondent. To the extent necessary, the Court here confirms and ratifies the Receiver's authority to engage WSL for that purpose.

9. That the Receiver is authorized to incur expenses for goods and services as in the Receiver's discretion may be desirable or necessary for continued management, investment, assessment and administration of the Respondent and its assets. To the extent that the Receiver incurs, directly or indirectly, any hard costs and expenses in furtherance of his obligations and duties hereunder, until further order of this Court, the Receiver shall be authorized to pay or reimburse the pre-payment of such expenses without the need to first obtain prior approval from this Court. Any and all such expenses paid or reimbursed shall be reported to the Court as part of the Receiver's formal reports filed with the Court. The Receiver's authority as set forth in this paragraph 9 shall be *nunc pro tunc* as of August 18, 2017.

10. That said Receiver be and hereby is authorized and empowered to sell, transfer convert, invest, monetize or convey said Receiver's right, title and interest and the right, title and interest of the Respondent in and to any investment, interest or property, tangible or intangible, for such sum or sums of money as to said Receiver appears reasonable and proper, provided, however, that approval is first given by this Court on *ex parte* application by the Receiver, or after such notice as the Court may require.

11. In fulfillment of the reporting requirements set forth in Rule 66 (e) of the Superior Court Rules of Civil Procedure, the Receiver shall file with the Court the Reports referred to in said Rule, as and when the Receiver deems necessary or advisable under the circumstances, or, in any event, as and when required by Order of this Court. In addition, the Receiver shall file with the Court, on or before May 1st and October 1st of each year, a Receivership Control Calendar Report in accordance with Rhode Island Superior Court Administrative Order No. 98-7.

12. That the Receiver shall continue to discharge said Receiver's duties and trusts hereunder until further order of this Court; that the right is reserved to the Receiver and to the parties hereto to apply to this Court for any other or further instructions to said Receiver and that this Court reserves the right, upon such Notice, if any, as it shall deem proper, to make such further orders herein as may be proper, and to modify this Order from time to time.

13. That, pursuant to and in compliance with Rhode Island Supreme Court Executive Order No. 95-01, this Court finds that the designation of the aforescribed person for appointment as Receiver is warranted and required because of said Receiver's specialized expertise and experience.

14. Excluding the vested participants of Respondent, all other creditors or other claimants of Respondent, if any, hereby are ordered to file under oath with the Receiver at 72 Pine Street, 5th Floor, Providence, Rhode Island 02903 on or before the 1st day of March, 2018, a statement setting forth their claims, including, but without limiting the generality of the foregoing, the name and address of the claimant, the nature and amount of such claim, a statement of any security or lien held by the claimant to which such claimant is or claims to be

entitled, and also a statement as to any preference or priority which the claimant claims to be entitled to over the claims of any other or all other claimants or creditors.

15. That the commencement, prosecution, or continuance of the prosecution, of any action, suit, arbitration proceeding, hearing, or any foreclosure, reclamation or repossession proceeding, both judicial and non-judicial, or any other proceeding, in law, or in equity or under any statute, or otherwise, against the Respondent or any of its assets or property, in any Court, agency, tribunal, or elsewhere, or before any arbitrator, or otherwise by any creditor, corporation, partnership or any other entity or person, or the levy of any attachment, execution or other process upon or against any asset or property of the Respondent, or the taking or attempting to take into possession any asset or property in the possession of the Respondent or of which the Respondent has the right to possession, or the cancellation at any time during the Receivership proceeding herein of any insurance policy, lease or other contract with the Respondent, by any of such parties as aforesaid, other than the Receiver designated as aforesaid, without obtaining prior approval thereof from this Honorable Court, in which connection said Receiver shall be entitled to prior notice and an opportunity to be heard, are hereby restrained and enjoined until further Order of this Court.

16. That Notice be given of the entry of this Order by the Clerk of this Court by publication of a copy of this Order in The Providence Journal on or before the 10th day of November, 2017, and by the Receiver mailing on or before the 17th day of November, 2017 a copy of this Order to each of Respondent's vested participants and creditors known as such to the Receiver, or appearing as such on the books or records of the Respondent, addressed to each such vested participant or creditor at his/her/its last known address.

17. This Order is entered by virtue of and pursuant to this Court's equity powers and pursuant to its powers as authorized by the laws and statutes of the State of Rhode Island.

ENTERED as an Order of this Court this 27th day of October, 2017.

ENTERED:

BY ORDER:



Stern, J. **BRIAN P. STERN**
October 27, 2017 **ASSOCIATE JUSTICE**



Clerk, Superior Court **CARIN MCLEAY**
October 27, 2017 **DEPUTY CLERK**

EXHIBIT 25

Stephen P. Sheehan

From: George E. Lieberman <george@gianfrancescolaw.com>
Sent: Friday, December 22, 2017 11:21 AM
To: Stephen P. Sheehan
Cc: Max Wistow; Richard Land; Benjamin Ledsham
Subject: RE: St Joseph Receivership PC -2017-3856

Stephen:

Our proposal, which will get the documents to you much more quickly, is that we produce them (recall some are Prospect's) without reviewing them, preserving privilege and confidentially, and review them thereafter to determine if any documents should be marked confidential and/or privileged.

You reserve/do not waive any of your rights to contest any such designation.

George

From: Stephen P. Sheehan [<mailto:sps@wistbar.com>]
Sent: Friday, December 22, 2017 10:20 AM
To: George E. Lieberman <george@gianfrancescolaw.com>; sterncalendar@courts.ri.gov; kmiley@courts.ri.gov
Cc: Max Wistow <mw@wistbar.com>; Richard Land <rland@crflp.com>; Benjamin Ledsham <bledsham@wistbar.com>
Subject: RE: St Joseph Receivership PC -2017-3856

George

I am attaching the motion papers, with the clerk's entry indicating it was filed on 12/20/17 at 2:21 pm, and listing you on the service list. That fulfilled our obligation. My understanding from my staff who took the training course on electronic filing is that when you entered your appearance, you were required to put your email information on the electronic filing system so that the clerk can complete service on you. Other parties (such as us) cannot put you on the list maintained by the clerk. Did you?

Steve

Stephen P. Sheehan
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence RI 02903
Phone: (401)831-2700
Fax: (401)272-9752
Email: spsheehan@wistbar.com

From: George E. Lieberman [<mailto:george@gianfrancescolaw.com>]
Sent: Friday, December 22, 2017 10:05 AM
To: sterncalendar@courts.ri.gov; kmiley@courts.ri.gov
Cc: Max Wistow; Stephen P. Sheehan; Richard Land
Subject: RE: St Joseph Receivership PC -2017-3856

With your Honor's permission, I plan to be at your Chambers on Tuesday, December 26, at 9am (the Clerk having advised me that you are the Duty Judge on the 26th) to ask your Honor for a continuance of the Jan 4, 2018 hearing for one week (see below).

I do note that I still do not have the second motion as of the time I am writing this email.

Thank you.

Respectfully yours,

George Lieberman

George E. Lieberman, Esq.
Gianfrancesco & Friedemann, LLP
george@gianfrancescolaw.com

214 Broadway Providence, RI 02903 (401) 270-0070 (401) 270-0073 (Fax)	One Boston Place Suite 2600 Boston, MA 02108 (857) 272-9907	Two Richard Street P.O. Box 277 Raynham, MA 02767 (857) 272-9907
--	--	---

Please visit our website at www.gianfrancescolaw.com

From: George E. Lieberman
Sent: Thursday, December 21, 2017 1:19 PM
To: sterncalendar@courts.ri.gov; kmiley@courts.ri.gov
Cc: Max Wistow <mw@wistbar.com>; Stephen P. Sheehan <sps@wistbar.com>; Richard Land <rland@crfillp.com>
Subject: St Joseph Receivership PC -2017-3856

The Honorable Brian Stern: Special Counsel filed a motion yesterday and by his letter to you today he states has filed another one, although as I write this email, I have not received a copy of it.

Your Honor today scheduled a hearing on the first motion for Jan 4, 2018.

In view of the Holiday Season, with staff/attorneys on vacation during next week and the Holiday on Dec. 25, it will be extremely difficult to prepare and submit a response to both motions before Jan. 4. Accordingly, I respectfully request the hearing date be continued to the week of Jan. 8, or a time best for the Court.

I note that we plan to try to talk to Special Counsel in an effort to avoid your Honor being be burdened by the motions.

Thank you.

EXHIBIT 26

WISTOW, SHEEHAN & LOVELEY, PC

ATTORNEYS AT LAW
61 WEYBOSSET STREET
PROVIDENCE, RHODE ISLAND 02903

MAX WISTOW
STEPHEN P. SHEEHAN
A. PETER LOVELEY
MICHAEL J. STEVENSON
BENJAMIN G. LEDSHAM

TELEPHONE
401-891-2700

FAX
401-272-0752

E-MAIL
MAIL@WISTBAR.COM

December 22, 2017

VIA E-MAIL

George Lieberman, Esq.
214 Broadway
Providence, RI 02903

Re: St. Joseph Health Services of Rhode Island, Inc. v.
St. Josephs Health Services of Rhode Island Retirement
Plan, as amended, C.A. No. PC 17-3856

Dear Mr. Lieberman:

We are writing to address several issues.

We do not agree to postponement of the hearing on our motion to compel production from your client. Your client's delay in producing documents is egregious and inexcusable, and we will not consent to further delay. Moreover, we had asked that it be set down for hearing on December 26, 2017. Instead the Court scheduled the hearing for January 4, 2018, which allows plenty of time for you to prepare an opposition.

We also do not agree to your proposal to have Prospect turn over to us scores of boxes of documents on behalf of your client, without your client making any attempt to determine if they contain privileged and confidential material or even if the documents are responsive to the subpoenae, and with your client having the right at some time thereafter to make that determination and seek to have privileged documents returned and disclosure of confidential documents limited. That procedure will disrupt our office, and cause havoc at future depositions and motion practice. For example, depositions will have to be suspended to address newly asserted claims of privilege, and if not all responsive documents are produced it impossible for the Court to determine who is responsible.

Finally, we see no need for a protective order concerning allegedly "confidential" documents, since we do not understand how a corporation in wind-down has any legitimate claim for or interest in confidentiality. Nevertheless, out

WISTOW, SHEEHAN & LOVELEY, PC
ATTORNEYS AT LAW

2

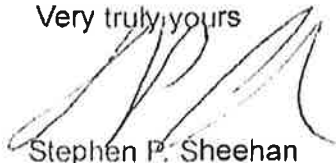
George Lieberman, Esq.
December 22, 2017

of a spirit of cooperation and accommodation, we will agree to the entry of a protective order on the terms attached hereto.

You will note that it requires that documents shall not be designated as Confidential Material unless SJHSRI believes in good faith that disclosure of the specific document(s) so designated probably would cause a clearly defined and serious injury to the legitimate interests of SJHSRI, which merely tracks the requirements for protective orders. It also provides that no designation shall be effective unless it is accompanied by, on the face of the document itself, or in a separate log, an explanation why it is believed in good faith that the document probably would cause a clearly defined and serious injury to the legitimate interests of SJHSRI. We believe this requirement is necessary given the circumstances that SJHSRI is a corporation in wind-down with no business interests to be kept confidential.

We reiterate that we expect that SJHSRI will comply with both subpoenas, the first subpoena seeking documents concerning the receivership, and the second subpoena seeking documents explaining what SJHSRI has done to respond to the first subpoena. The second subpoena is necessary because we continue to believe that the reason why SJHSRI's document production is so delayed is that SJHSRI has not acted diligently.

Very truly yours



Stephen P. Sheehan

SPS/dls
Enclosure

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

St. Joseph Health Services of Rhode
Island, Inc.

Vs.

PC 2017-3856

St. Josephs Health Services of Rhode
Island Retirement Plan, as amended

PROTECTIVE ORDER

In the above-captioned case, Special Counsel to the Receiver of St. Josephs Health Services of Rhode Island Retirement Plan, as amended, and St. Josephs Health Services of Rhode Island, having agreed to the entry of a protective order on the terms set forth below, and the Court having reviewed and considered the proposed order, and good cause appearing therefore, it is hereby:

ORDERED, ADJUDGED AND DECREED:

1. **Scope.** This protective order ("Order") shall apply to any documents produced by SJHSRI in connection with any subpoena issued by Special Counsel to SJHSRI.
2. **Definition of "Confidential Material."** "Confidential Material" means any documents that are stamped "SJHSRI-CONFIDENTIAL."
3. **Duty of SJHSRI in designating Confidential Material.** Documents shall not be designated as Confidential Material unless SJHSRI believes in good faith that disclosure of the specific document(s) so designated probably would cause

a clearly defined and serious injury to the legitimate interests of SJHSRI. No designation shall be effective unless it is accompanied by, on the face of the document itself or in a separate log, an explanation why it is believed in good faith that the document probably would cause a clearly defined and serious injury to the legitimate interests of SJHSRI.

4. **Process for declassification of Confidential Material.** In the event that any party disagrees with the designation of any document as Confidential Material, that party shall provide to SJHSRI written notice of his/her/its disagreement. The parties shall first attempt in good faith to resolve any such dispute informally. If the dispute cannot be resolved, the party challenging the designation may petition the Court for a ruling that the document designated as Confidential Material is not entitled to such status and protection.

5. **Non-Disclosure of Confidential Material.** Except as hereinafter provided under this Order or subsequent Court Order, no Confidential Material may be disclosed to any person except as provided in Paragraph 6 below.

6. **Permissible Disclosure of Confidential Material.** Notwithstanding Paragraph 5, Confidential Material may be disclosed to (a) the Receiver; (b) Special Counsel; (c) the associates, secretaries, paralegal assistants and employees of the Receiver or Special Counsel, to the extent reasonably necessary to render professional services; (d) consultants, experts, or investigators retained for the purpose of assisting such counsel; (e) persons with prior knowledge of the Confidential Material; and (f) court officials (including, without limitation, court

reporters and any special master or mediator appointed by the Court). Such Confidential Material may also be disclosed to any additional person as the Court may order. This Order shall apply to and be binding upon any individual or entity to whom Confidential Material is disclosed. Prior to being furnished with any Confidential Material, the persons listed in category (d) of this Paragraph 6 shall execute an Acknowledgment in the form of Exhibit 1 hereto, an original of which shall be maintained by Special Counsel.

7. **Filing of Confidential Material with the Court.** Confidential Material shall not be filed with the Court except under seal, when required in connection with motions as provided for in Paragraph 2 or any other reason or in connection with other matters pending before the Court for which such materials are relevant. Any pleadings, motions, or other papers filed under seal shall be filed in accordance with the Rhode Island Superior Court Rules of Civil Procedure and any other applicable court rules or standing orders, including but not limited to, Supreme Court Rules, Article X, Rule 8 Non-Public Filings.

8. **Confidential Material at Trial or Other Court Proceeding.** Subject to the Superior Court Rules of Civil Procedure and any other applicable rules and standing orders, Confidential Material may be offered in evidence at trial or other court proceeding, provided that the proponent of the evidence to the extent reasonably possible under the circumstances gives notice to counsel for SJHSRI, sufficiently in advance so as to enable them to move the Court for an order that the evidence be received *in camera* or under other conditions to prevent unnecessary

disclosures. The Court will then determine whether the proffered evidence should continue to be treated as Confidential Material and, if so, what protection, if any, may be afforded to such information at the trial or other court proceeding.

9. **No Waiver.** If SJHSRI inadvertently or unintentionally produces any Confidential Material without marking or designating it as such in accordance with the provisions of this Order, SJHSRI may, promptly on discovery of such production, furnish a substitute copy properly marked, along with written notice to the other persons that such document is deemed confidential and should be treated as such in accordance with the provisions of this Order. Each person receiving such written notice must treat such document as Confidential Material from the date such notice is received.

10. **Inadvertent Production of Privileged Material.** The Receiver, Special Counsel, and SJHSRI shall adhere to the obligations imposed by the Superior Court Rules of Civil Procedure regarding privileged material. However, the inadvertent failure of any of them to designate and/or withhold any document as subject to the attorney-client privilege, the attorney work-product doctrine or any other applicable protection or exemption from discovery will not be deemed to waive a later claim as to its appropriate privileged or protected nature, or to stop the producing person from designating such document as privileged or protected from discovery at a later date in writing and with particularity.

11. **Survival.** The terms of this Order shall survive the conclusion of this matter. Special Counsel or SJHSRI may move the Court for an order addressing

the post-conclusion treatment of Confidential Material.

ORDERED:

ENTERED:

Stern, J.
Dated:

Clerk
Dated:

Agreed to:

/s/
Max Wistow, Esq.
Wistow, Sheehan & Loveley, PC
61 Weybosset Street
Providence, RI 02903
mwistow@wistbar.com

Dated:

Agreed to:

/s/ George E. Lieberman
George E. Lieberman, Esq. (#3860)
Of Counsel
Gianfrancesco & Friedmann
214 Broadway
Providence, RI 02903
george@gianfrancescolaw.com

Dated:

CERTIFICATE OF SERVICE

I hereby certify that, on December _____, 2017, I filed and served this document through the electronic filing system. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ _____

EXHIBIT 1

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

St. Joseph Health Services of Rhode
Island, Inc.

Vs.

PC 2017-3856

St. Josephs Health Services of Rhode
Island Retirement Plan, as amended

ACKNOWLEDGEMENT

The undersigned declares and states as follows:

1. I have read the attached Order, dated December __, 2017 ("Order"), understand its contents and hereby agree to comply therewith and to be bound thereby. In addition, I consent to the jurisdiction of the Rhode Island Superior Court for the purposes of enforcement of the Order.

2. I agree to retain all Confidential Material in a secure manner and in accordance with the terms of the Order. I also agree not to make copies of any Confidential Material except in accordance with the Order. I further agree not to communicate Confidential Material to any person or entity not qualified to receive it under the terms of the Order.

3. I agree that all Confidential Material and all copies of same shall be destroyed or returned to SJHSRI within thirty (30) days receipt of the request of Special Counsel, and that I will provide written confirmation that all Confidential Materials and all copies of same have been returned or destroyed.

4. I agree to comply with all other provisions of the Order.

5. I acknowledge that failure on my part to comply with the provisions of the Order may be punishable by contempt of court and may render me liable to any Party, person, or entity damaged thereby.

Name: _____
(print or type)

Signature: _____

Dated:

EXHIBIT 27

Stephen P. Sheehan

From: George E. Lieberman <george@gianfrancescolaw.com>
Sent: Friday, December 22, 2017 5:46 PM
To: Stephen P. Sheehan; Max Wistow
Cc: Richard Land
Subject: Receivership

Steve: Our proposal is intended to get you the corporate documents reasonably quickly.

First, we will not review documents at your office. That issue is resolved.

As to St. J.'s owned records-corporate records- will give you a hard drive. Will not review before giving to you. See below as to PO.

St. J. does not control or have possession of Prospect documents. We would ask Prospect to allow us to review those records. We anticipate that Prospect will be doing a review before producing.

As to a PO, which would apply to all produced documents, but would have a provision dealing with the St. J. corporate records, since we would not have reviewed them before producing, need a provision stating as to the produced/non-reviewed corporate records, the production does not waive St J.'s right to designate documents as confidential and/or privileged. That right could be exercised after production and the designation made within about 25 days after production.

The PO you recently sent does not contain language protecting St J. as to the non-reviewed corporate records.

I submit this proposal helps you and all concerned.

Disappointed that you did not extend to me the courtesy of a week's extension

EXHIBIT 28

WISTOW, SHEEHAN & LOVELEY, PC

ATTORNEYS AT LAW
61 WEYBOSSET STREET
PROVIDENCE, RHODE ISLAND 02903

MAX WISTOW
STEPHEN P. SHEEHAN
A. PETER LOVELEY
MICHAEL J. STEVENSON
BENJAMIN G. LEDSHAM

TELEPHONE
401-831-2700

FAX
401-272-0752

E-MAIL
MAIL@WISTBAR.COM

November 6, 2017

VIA ELECTRONIC MAIL

Richard J. Land, Esq.
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903

Re: *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan, as amended*, Rhode Island Superior Court, C.A. No. PC 17-3856

Dear Rick:

This is in response to your e-mail of November 2, 2017 to Benjamin Ledsham.

Of course, we intend to cooperate with you in terms of timing of compliance. Nevertheless, I would point out the following:

- a) You are already in arrears on your promise of giving us:
 - (1) the accounting of the application of the assets subject to the Cy-Pres. This was promised to us without regard to the subpoena. Because insuring the property distribution of these assets was your responsibility from at least early 2015, we must insist you tell us when you intend to comply; and
 - (2) an itemization of assets currently in the hands of SJHSRI.
- (b) We expect at least partial compliance with the subpoena by November 8, 2017, i.e. the date of its return.
- (c) As to additional time that you may need, tell us what items require such and an estimate of when we can get full compliance as to each such item.

WISTOW, SHEEHAN & LOVELEY, PC
ATTORNEYS AT LAW

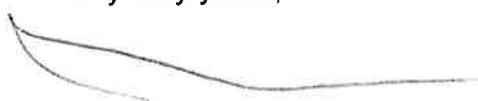
2

Richard J. Land, Esq
November 6, 2017

I want to extend you every courtesy, but I need to remind you that there are over 2,700 people being adversely affected by the pension shortfall (some in potentially life changing ways).

Please, let's try to work this out. But I cannot accept general assurances.

Very truly yours,

A handwritten signature in black ink, appearing to read "Max Wistow". The signature is written in a cursive style with a long horizontal stroke at the end.

Max Wistow

MW/dls

cc: Stephen F. Del Sesto, Esq.

EXHIBIT 29

Stephen P. Sheehan

From: Max Wistow
Sent: Tuesday, November 21, 2017 5:08 PM
To: Stephen P. Sheehan; Benjamin Ledsham; Daria Souza
Subject: FW: Subpoena Response
Attachments: Binder35.pdf

From: Richard Land [<mailto:rland@crflp.com>]
Sent: Tuesday, November 21, 2017 4:37 PM
To: Max Wistow
Cc: Benjamin Ledsham; Andre Digou
Subject: Subpoena Response

Max --

Attached is the summary of the Cy Pres transfers as we discussed. These materials were delivered with the First Supplemental Response on or about November 10, 2017. I believe that there was an email cover letter that went along with this, but I have not yet located that -- I will forward it if/when it is located.

In terms of further supplemental responses, as I noted, we expect scanning of the first set of documents to be completed early next week (approx. 20 boxes). This timing is consistent with what we advised you in our November 8, 2017 letter. In that letter, we requested that you agree to a protective order so that we can expedite/limit our review of the documents before delivering them to you for your review. Kindly let me know if you would be agreeable to a reasonable protective order.

Approximately 60 additional boxes of documents were delivered for scanning. I will provide further information regarding timing and availability of those documents as soon as possible.

Finally, we are continuing our efforts to review potentially responsive materials and intend to supplement our responses as and when appropriate.

Best regards,

Rick

Richard J. Land
Chace Ruttenberg & Freedman, LLP
One Park Row, Suite 300
Providence, RI 02903
(401) 453-6400
(401) 453-6411 (Facsimile)
Rland@crflp.com

The information contained in this e-mail message and in any accompanying documents constitutes confidential and/or privileged information that belongs to Chace Ruttenberg & Freedman, LLP. This information is intended only for the use of the individual or entity to whom it is directed. If you are not the intended recipient of this information, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on this information is strictly prohibited. If you have received this e-mail message in error, please immediately notify us by telephone at (401) 453-6400 and permanently delete this message from your computer. Thank you.