

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

In re:

CharterCARE Community Board; St. Joseph  
Health Services of Rhode Island; and Roger  
Williams Hospital

C.A. No. PC-2019-11756

**NOTICE TO TAKE DEPOSITION**

DEPONENT: The Beacon Mutual Insurance Company

DATE: August 27, 2021

TIME: 9:30 a.m.

PLEASE TAKE NOTICE that pursuant to Rules 30(b)(6) and 45 of the Superior Court Rules of Civil Procedure, the Liquidating Receiver in the above-captioned matter will take the deposition of the above-named organization which examination will continue from day to day until completed, the same to commence on the date and time above stated at the offices of Wistow, Sheehan & Loveley, P.C., 61 Weybosset Street, Providence, Rhode Island, before a Notary Public duly commissioned in the State of Rhode Island. The deponent shall designate one or more officers, directors, or managing agents, or other person(s) who consent to testify on its behalf with respect to the matters which are set forth in Schedule A.

Date: August 6, 2021

/s/ Thomas S. Hemmendinger  
Thomas S. Hemmendinger #3122  
Permanent Liquidating Receiver  
Brennan, Recupero, Cascione, Scungio &  
McAllister, LLP  
362 Broadway  
Providence, RI 02909  
Tel. (401) 453-2300  
Fax (401) 453-2345

In re CharterCARE Community Board et al.

C.A. No. PC-2019-11756

**CERTIFICATE OF SERVICE**

I hereby certify as follows:

- 1) On August 6, 2021, I electronically served the foregoing document. This document is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.
- 2) The following parties received electronic notice: any parties entered to be notified through EFS
- 3) The document was served by United States Postal Service, postage prepaid, on the following persons: N/A

/s/ Thomas S. Hemmendinger  
Thomas S. Hemmendinger

## SCHEDULE A

### Definitions

- a. The word "**documents**" as used herein is meant in the broad and liberal sense and includes hand-written, typed, recorded, electronically stored, or graphic material of any kind and description, and whether a draft, copy, original, or master, including, but not limited to, e-mails, electronic versions of documents, accounts, advertisements, letters, memoranda, prospectuses, resolutions, legislation, notes of conversations, contracts, agreements, drawings, tape recordings, inter-office and intra-office memoranda, studies, working papers, corporate records, minutes of meetings, checks, diaries, diary entries, appointment books, desk calendars, photographs, transcriptions or sound recordings or any type, and documents stored on data storage modules, databases, servers, computers, tapes, discs or other memory devices, or other information retrievable from storage systems. If any document has been prepared in multiple copies which are not identical, each modified copy or non-identical copy is a separate "document." The word "**document**" also includes data compilations from which information can be obtained and translated, if necessary, by the requesting party in a reasonably usable form.
- b. The term "any" and the term "all" are intended to mean "any and all."
- c. Any word in the singular also includes the plural and vice versa.
- d. The term "**RWH**" refers to Roger Williams Hospital or Roger Williams Medical Center.
- e. The term "**SJHSRI**" refers to St. Joseph Health Services of Rhode Island.
- f. The term "**Beacon**" refers to The Beacon Mutual Insurance Company or BMIC Service Corp.
- g. The term "**DLT**" means the Rhode Island Department of Labor & Training.
- h. The term "**TPA Agreement**" refers to the Third-Party Administration Agreement entered into as of November 1, 2010, between **Beacon** and **SJHSRI**.
- i. The term "**TPA Claims**" refers to the workers' compensation claims pertaining to Anne Sugrue, Karapet Emdjian, Jean Reynolds, Conceicao Silva, Antoinette Grande, Linda Vessella, Maria Lindo, Lori Bennett, Sheila Zoglio, Fausto Andreozzi, Dianne McCray, and Mary Hicks. The term **TPA Claims** also includes any closed claims that required further handling that were identified while the **TPA Agreement** was or has been in effect.

Deposition Topics

1. All efforts to comply with the subpoena duces tecum.
2. All excess insurance applicable to **TPA Claims**.
3. All excess insurance for which **SJHSRI** was an insured, including excess insurance applicable to **TPA Claims** and excess insurance inapplicable to **TPA Claims**.
4. **Beacon**'s payments to claimants for **TPA Claims**, including but not limited to who determined whether to make payments, when determinations or payments were made, and how such determinations were made.
5. **Beacon**'s efforts to seek payments from excess insurers or the State of Rhode Island in relation to **TPA Claims**, including but not limited to who determined whether to seek payments, when determinations were made or payments were received, and how such determinations were made.
6. **Beacon**'s efforts to seek, and basis for seeking, payments on any bond relating to **TPA Claims**, including but not limited to North River Insurance Company Bond No. 610-177709-9.
7. **DLT**'s efforts to seek, and basis for seeking, payments on any bond relating to **TPA Claims**, including but not limited to **DLT**'s attempts to collect payment on North River Insurance Company Bond No. 610-177709-9 from Crum & Forster on or about September 23, 2020.
8. **Beacon**'s explanation for why the November 12, 2020 letter from **Beacon** to Crum & Forster concerning North River Insurance Company Bond No. 610-177709-9 was not produced by **Beacon** to the Liquidating Receiver of **SJHSRI**.
9. The documents described in **Schedule B** hereto.

## **SCHEDULE B**

### Definitions

- a. The word "documents" as used herein is meant in the broad and liberal sense and includes hand-written, typed, recorded, electronically stored, or graphic material of any kind and description, and whether a draft, copy, original, or master, including, but not limited to, e-mails, electronic versions of documents, accounts, advertisements, letters, memoranda, prospectuses, resolutions, legislation, notes of conversations, contracts, agreements, drawings, tape recordings, inter-office and intra-office memoranda, studies, working papers, corporate records, minutes of meetings, checks, diaries, diary entries, appointment books, desk calendars, photographs, transcriptions or sound recordings or any type, and documents stored on data storage modules, databases, servers, computers, tapes, discs or other memory devices, or other information retrievable from storage systems. If any document has been prepared in multiple copies which are not identical, each modified copy or non-identical copy is a separate "document." The word "document" also includes data compilations from which information can be obtained and translated, if necessary, by the requesting party in a reasonably usable form.
- b. The term "any" and the term "all" are intended to mean "any and all."
- c. Any word in the singular also includes the plural and vice versa.
- d. The term "**RWH**" refers to Roger Williams Hospital or Roger Williams Medical Center.
- e. The term "**SJHSRI**" refers to St. Joseph Health Services of Rhode Island.
- f. The term "**Beacon**" refers to The Beacon Mutual Insurance Company or BMIC Service Corp.
- g. The term "**DLT**" means the Rhode Island Department of Labor & Training.
- h. The term "**TPA Agreement**" refers to the Third-Party Administration Agreement entered into as of November 1, 2010, between **Beacon** and **SJHSRI**.
- i. The term "**TPA Claims**" refers to the workers' compensation claims pertaining to Anne Sugrue, Karapet Emdjian, Jean Reynolds, Conceicao Silva, Antoinette Grande, Linda Vessella, Maria Lindo, Lori Bennett, Sheila Zoglio, Fausto Androozzi, Dianne McCray, and Mary Hicks. The term **TPA Claims** also includes any closed claims that required further handling that were identified while the **TPA Agreement** was or has been in effect.

Documents Requested

1. All documents relating to insurance policies (including umbrella and excess policies) under which SJHSRI was provided with any insurance coverage for workers' compensation claims for any or all of the period from 1985 through 2021, inclusive.
2. All documents relating to self-insurance funds or trusts under which **SJHSRI** had/has coverage for workers' compensation claims for any or all of the period from 1985 through 2021, inclusive.
3. All documents relating to communications to or from any excess insurer concerning **TPA Claims**, including but not limited to demands for payment.
4. All documents relating to payments by any excess insurer relating to **TPA Claims**.
5. All documents relating to payments to **Beacon** relating to **TPA Claims**.
6. All documents relating to any bond relating to **SJHSRI** and workers' compensation matters, including but not limited to North River Insurance Company Bond No. 610-177709-9.
7. All documents relating to efforts to collect payment on North River Insurance Company Bond No. 610-177709-9, including but not limited to (a) **Beacon**'s efforts to collect payment from Crum & Forster on or about November 12, 2020; and (b) **DLT**'s efforts to collect payment from Crum & Forster on or about September 23, 2020.