#### IN THE CHANCERY COURT OF JACKSON COUNTY, MISISSIPPI

IN RE: Singing River Health System Employees' Retirement Plan and Trust Almond, et al. v. Singing River Health System, et al.; Cause No. 2014-2653 Thompson, et al. v. Singing River Health System, et al.; Cause No. 2014-2695 Bosarge, et al. v. Singing River Health System, et al.; Cause No. 2014-2729 Aguillar, et al. v. Singing River Health System, et al.; Cause No. 2014-2753 Drury, et al. v. Singing River Health System, et al.; Cause No. 2015-0001 Broun, et al. v. Singing River Health System, et al.; Cause No. 2015-0027 Eiland, et al. v. Singing River Health System, et al.; Cause No. 2015-0030 Lay, et al. v. Singing River Health System, et al.; Cause No. 2015-0060

#### REPORT BY TRACI M. CHRISTIAN

Traci M. Christian files this Report with the Court and would show as follows:

1.

Pursuant to my appointment as Special Fiduciary of the Singing River Health System Employees' Retirement Plan and Trust, the Court has requested a monthly report. I bring to the Court's attention the following items for the month of January, 2018.

2.

I have retained the services of Jonah Blum of Blum Legal Productions on behalf of the Plan. Mr. Blum's services were previously retained by the former Special Fiduciary, Steve Simpson to create and maintain a website for Plan participants to visit and view information regarding the Plan. The Website Service Agreement is attached to this report. I plan to maintain the website in its current format and potentially expand the information offered on the website. The URL for the website is: <a href="http://www.singingriverretirement.com">http://www.singingriverretirement.com</a>.

3.

On January 22, 2018, I testified at the Federal Court Fairness Hearing on behalf of the Plan.

4.

I have prepared two letters to Plan participants. Both letters have been posted on the Plan website noted above. Singing River Hospital staff forwarded these letters to participants still employed at the Hospital. In addition, I requested that Transamerica, the Plan administrator, send a brief letter to retired participants and other beneficiaries of the Plan informing them about the website and how to contact me for more information going forward. I am working with Hospital staff to coordinate meetings in the future where Plan participants could participate and ask questions.

I had a phone meeting on January 24<sup>th</sup> with Fiduciary Vest, the Plan's investment consultant to discuss the Investment Policy for the Plan and the positioning of Plan assets. I plan to have future phone meetings with Fiduciary Vest on a monthly basis to continue these discussions. In this meeting, I made it clear to Fiduciary Vest that I am taking a close look at fees and will be looking to reduce investment management fees in the future without jeopardizing return on assets.

I plan to have an updated Investment Policy Statement for the court to review by the end of February.

6.

There is a quarterly pension meeting scheduled for February 12, 2018 at Singing River Hospital. In an effort to reduce plan costs, I plan to attend that meeting by phone. I have also requested that Fiduciary Vest attend by phone.

7.

I plan to transition the actuarial and administrative services for the Plan from Transamerica to another firm or firms. I will be making a recommendation to the court regarding new service providers. Due to ongoing litigation involving Transamerica, I feel this is in the best interests of all parties.

8.

All Plan vendor invoices to date have been authorized for payment.

THIS, the 25th day of January, 2018

Respectfully submitted,

TRACI M. CHRISTIAN

# **Website Service Agreement**

This web service agreement has been entered into and between Singing River Retirement Fund's Special Fiduciary Trustee (Web Application Owner) and Jonah Blum Productions, LLC (Service Provider). The main purpose of this Agreement is to precede a longer-term contract arrangement under which Company will provide Web services for singingriverretirement.com (Website) beginning on December 28<sup>th</sup>, 2017 and will commence upon receipt of all deliverables.

#### **Deliverables**

Service Provider will deliver the following services under the scope of this web service agreement:

- 1. Website hosting for files and database;
- 2. Updates to Website content and/or design;
- 3. Backup of Website files and database;
- 4. URL renewal of Website

Service provider makes no claim to ownership to content, URL, source code, webpages, or other media associated with singingriverretirement.com.

# **Payment**

Payment terms are net-30 unless otherwise agreed by both parties in writing.

**Pricing & Fees:** Hosting and Backup services are billed annually at \$60 (\$5 per month). Service Provider will renew the URL, singingriverretirement.com at cost. URL renews on 6/18 of each year. Renewal price may very from year to year. 2017 renewal price was \$15.17. Website updates and/or modification are billed by the minute at \$125 per hour.

### **Client Terms**

Service provider will honor the terms below during the contract terms unless otherwise agreed between parties.

## Length of Service.

Web Application Owner agrees to enter a standard 12 month contract term lasting from December 28th, 2017 until cancelled by either party.

Service shall begin immediately following such payment or agreement date as agreed between parties.

This Agreement is under automatic renewal terms and may only be cancelled with written notice no later than 30 days prior to the end of Term renewal date.

Renewal prices are subject to change.

In instance of any changes in pricing client signature on said renewal will constitute as agreement of said changes.

Renewal fees for the following term will be automatically invoiced to Client's account.

Service Provider is in agreement to refrain from decompiling, disassembling, decoding, or reverse engineering of any Company program, code or technology belonging to Web Application Owner.

Web Application Owner holds current rights to use any applicable trademarks or copyrighted material used in connection with this service while web hosting agreement is in effect.

#### **Termination**

Client may terminate this Web Hosting Agreement at its sole discretion upon the occurrence of one or more of the following events:

- 1) Failure to comply with any and all terms listed above.
- 2) Bankruptcy of either party
- 3) Upon written agreement between both parties

# **Disputes**

If legal proceedings shall occur for any reason regarding this web hosting agreement the party prevailing shall have all costs, and fees in connection with that proceeding covered by opposite party.

#### General

If any terms are found unenforceable in this contract all other terms shall remain in full effect and shall not be altered unless previously agreed between parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. Any and all court proceedings regarding this web hosting agreement will take place at said state with travel expenses not being reimbursed for either party.

Signatures below serve as binding commitments to enforce and uphold the entire terms of this Web Service Agreement.

Date 12/27/2012

Special Fiduciary to Singing River Retirement Trust

Traci M. Christian