

IN THE CIRCUIT COURT
OF BALDWIN COUNTY,
ALABAMA
AT LAW
CASE NO. 8732

BAILEY T. DEBARDELEBEN and
RICHARD P. EGAN, etc.,
Plaintiffs,
versus
EDWARD J. BUCK,
Defendant.

INTERROGATORIES TO PLAINTIFFS

Comes now the Defendant and propounds these interroga-
tories separately and severally to each of the Plaintiffs,
separately and severally:

1. State your correct name, age, resident address,
business address, and occupation as of the date that you
answer these interrogatories and as of each of the following:
2. State the respective dates upon which the Coyle
Employees Retirement Plan and the Debardeleben Employees
Retirement Plan were adopted by the respective officers or
directors of the Coyle Lines, Incorporated, W. G. Coyle and
Company, Inc. and Debardeleben Marine Corporation.

(a) State the respective dates each of said instru-
ments were executed.

(b) State the respective dates each of said instru-
ments were delivered to the Trustees.

3. State whether any of said plans have ever been amended
or modified. If so, please state the following:

(a) The date of each amendment or modification to
each plan.

(b) The nature of each amendment or modification,
describing the changes made, if any.

(c) Attach to your answer to this interrogatory, a copy of each of said plans as first adopted and a copy of each amendment or modification thereto.

4. State the relationship between the Coyle Employees Retirement Plan and the DeBardleben Employees Retirement Plan, if any. If related, state the day the Coyle Employees Retirement Plan was established and attach a copy of said plan and each and every amendment of said plan to your answers to these interrogatories. State also date said plan was signed by officers or directors of the Coyle Company or companies, date the trust instrument was delivered to Trustee and date the first contribution to said plan was made and the date plan was first approved by Internal Revenue Service.

5. (a) State the relationship, if any, which existed by and between the Coyle Employees Retirement Plan and the Whitney National Bank of New Orleans from its inception until the termination of said agreement. If a written contract existed by and between Coyle Employees Retirement Plan and the Whitney National Bank of New Orleans, attach a copy of said contract to your answers to these interrogatories.

(b) State the agreement or arrangement involving the Whitney National Bank and the employer of Defendant in 1954 and/or 1955 pursuant to which contributions were made by Defendant or by his employer for Defendant's account to a fund or funds kept by or in said bank. State the dates and amounts of all such contributions. State the relationship, if any, between such contributions and the Coyle Employees Retirement Plan which was established effective July 1, 1956. Attach to your answers to these interrogatories, true copies of all records showing all amounts so contributed, the accounting of said fund and attach hereto a copy of any contract or other agreement pursuant to which said contributions were made. Attach hereto all correspondence and other writings pertaining to said contributions by and between the Whitney National Bank and the Plaintiffs or the then Trustees or Administrators or other persons responsible for the administration of said fund of which this Defendant made contributions or had contributions made for his account in 1954 and/or 1955.

6. State the nature of the contractual relationship, if any, which existed on September 1, 1963, between the DeBardleben Employees Retirement Plan and/or the Coyle Employees Retirement Plan on the one hand and Pan American Life Insurance Company on the other hand.

7. State whether or not Pan American Life Insurance Company by virtue of any contract agreement or writing of any type or kind or for or in consideration of any monetary consideration was obligated to perform services for the Trustees of the DeBardleben Employees Retirement Plan as of to-wit: April 30, 1962 and/or September 1, 1963. If your answer is in the affirma-

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tive, set forth in full the nature, type and kind of services Pan American Life Insurance Company was required to perform for said Trustees.

8. State whether or not Pan American Life Insurance Company or Whitney National Bank provided any services of any type or kind for and on behalf of the Trustees of the DeBardleben Employees Retirement Plan or Coyle Employees Retirement Plan in connection with the payment by the Trustees of said Plan to or for the Defendant of all amounts paid to or for his account. If your answer is in the affirmative, state in detail each and everything done by Pan American Life Insurance Company and/or Whitney National Bank in connection with said payments. Attach to your answers a statement of all amounts paid to or for the Defendant from said Plan or either of them, together with the dates of each such expenditure and the purposes for which they were expended.

9. State whether or not Pan American Life Insurance Company or Whitney National Bank ever advised the Trustees of the DeBardleben Employees Retirement Plan or Coyle Employees Retirement Plan that said Trustees should secure from any participant of the Plan who received any type, kind or amount of payments prior to 10 years from the date of inception of the plan an indemnity agreement or escrow arrangement or make other arrangements with said participant so as to insure the refund of overpayments, if any, occasioned by a termination of the plan prior to the passage of 10 years from the date the plan was first established. If your answer is in the affirmative, state the name of the agent, servant, or employee of Pan American or Whitney National Bank who so advised said Trustees, the date said Trustees were so advised, and state in full and in detail, the advice received. If this advice was received in written form, attach a copy of said letter or document to your answers to said interrogatories.

10. State the date on which the Coyle Employees Retirement Plan first received any contribution for and on behalf of any participant or beneficiary.

11. State the date on which the Coyle Employees Retirement Plan was first established.

12. State the name of each and every Trustee or Director or other person who acted as a Trustee of the Coyle Employees Retirement Plan from the date of its inception until the date said plan was terminated or was merged into or consolidated with or modified so as to be known as the DeBardleben Employees Retirement Plan.

13. State the name of each and every person who has served as Trustee of the DeBardleben Employees Retirement Plan stating the date on which said person first became a Trustee of said plan and the date upon which said person resigned, was discharged, or was otherwise terminated as Trustee.

14. Set forth the amounts and dates of all contributions by all participants in the Coyle Employees Retirement Plan and the DeBardleben Employees Retirement Plan and the amounts and dates of all contributions made by their respective employers on behalf of all such participants. Set forth the amounts and dates of all disbursements or benefits to or for all such participants. Attach to your answers hereto, all records setting forth the above information.

15. In particular, set forth in detail all contributions by or on behalf of each of the Plaintiffs, individually and personally, and, together with the dates thereof, and all amounts received by them or for their account from either of said Plans and the dates thereof. State who will be the ultimate beneficiary or beneficiaries of any recovery made by the Plaintiffs from the Defendant in this cause and the percentages or proportions in which said beneficiaries will share in any such recovery. State how these percentages or proportions have been determined.

16. State when the amount you allege was paid by Plaintiffs for the Defendant was paid, for what purpose it was paid, and to whom. State what requests, if any, Defendant made of you to make such payment and whether this request was written or oral. If it was written, attach the writing to your answers to these interrogatories.

17. State the date of each meeting of the Trustees of the Coyle Employees Retirement Plan and of the DeBardleben Retirement Plan.

18. State who was present at each of the meetings referred to in the foregoing question and where each said meeting was held and the nature of the business transacted at each meeting. State whether or not minutes of any of said meetings were kept or maintained. If your answer is in the affirmative, state who has possession of said minutes and attach a copy of each of said minutes to your answers to these interrogatories.

19. State how you arrived at the amount sued for, \$4,586.66, as being owed to you by the Defendant, and attach to your answers to these interrogatories, all correspondence, calculations and other writings setting forth how this amount was determined. State who made such calculations, when they were made, and pursuant to whose request.

20. State who decided to make each and every payment made to or on behalf of Defendant, including, but not being limited to, the purchase of that single premium policy issued by Pan American Life Insurance Company. Attach to your answers to these interrogatories, all correspondence, memoranda and other writings pertaining to the decision to make said purchase. State whether the Defendant was consulted about the purchase of said policy and

set forth the substance of all statements you say were made by him and by others with him. State, particularly, whether Defendant ever requested that such policy be purchased for his account. If your answer is in the affirmative, state when this was done, in whose presence, what in substance was said, whether the request was verbal or written, and, if written, attach hereto a true copy of the same.

21. State whether any payment by the Trustees to the Defendant was to any extent excessive as to amount prior to, to-wit, May 30, 1966. If so, state in what way or for what reason you contend said payment or payments were excessive.

22. State whether the single premium payment for said previously described annuity policy issued by Pan American Life Insurance Company was, at the time it was made, on or about, to-wit, March 1, 1965, erroneous as to amount. If so, state fully the nature of any such error as to amount. State when the Plaintiffs first learned that said payment was in error as to amount.

23. State whether or not either of the Plaintiffs to this action were members of the Board of Directors of DeBardeleben Marine Corporation on to-wit: May 31, 1966 or June 1, 1966. If your answer is in the affirmative, state whether or not either of the parties attended a meeting of the Board of Directors on either said date and if so, state the name of each and every person who was present at said meeting and the name of each and every director of said corporation who was present, indicating which persons were directors. Also state whether or not the Plaintiffs or either of them, if present at said meeting, voted for or against a motion to terminate the plan effective May 31, 1966; and state how each said Plaintiffs voted and how each director present voted.

24. State whether or not either of the Plaintiffs individually stand to benefit financially to any extent in the event any sum or sums of money, the subject matter of this suit, should be recovered and turned over to the Trustees of the DeBardeleben Employees Retirement Plan. If your answer is in the affirmative, state the amount each said Plaintiff stands to personally financially benefit in the event the entire sum sued for should be recovered and so turned over.

25. State each time the Plaintiffs or either of them advised the Defendant in this cause that any amount or amounts received by him from the Coyle or from the DeBardeleben Employees Retirement Plan was excessive. State whether such advice was oral or written. If oral, set forth the substance and the dates of each such advice. If written, attach hereto, copies of each such advice.

26. Set forth the substance of each representation made to the Defendant by the Plaintiffs prior to his retirement from DeBardeleben Marine Corporation on March 1, 1965, concerning

the benefits he would receive upon retirement. State whether such advices were oral or written. If oral, set forth their substance, to whom made, when made and in whose presence. If written, attach copies of each such advice to your answers to these interrogatories.

27. Set forth the substance of all conversations had between the Plaintiffs, individually and personally, and/or in their representative capacities as Trustees, with the Defendant pertaining to, and leading up to, his retirement ~~of April 30, 1962~~. State approximately when these conversations were held, where and in whose presence. In your answers, state who suggested that the Defendant retire, the reason or reasons for such suggestion and state whether Defendant was eager, reluctant or anxious to retire.

28. State the dates of employment of Defendant by DeBardleben Marine Corporation and/or Coyle Lines, Incorporated and/or W. G. Coyle and Company, Inc., and state the dates of any prolonged absences because of illness or otherwise. Attach copies of the payroll and/or employment records of said corporations to your answers to these interrogatories reflecting the periods of presence and absence of the Defendant.

29. State whether or not to your knowledge, information, or belief any person, firm, or corporation ever advised the Defendant prior to his retirement that the payment he received from the DeBardleben's Employees Retirement Plan or Coyle Employee's Retirement Plan was excessive to any extent. If your answer is in the affirmative, state the name of the person, firm or corporation so advising, the date of said notification, and if in writing, attach a copy of said notification to the answers of these interrogatories, and state the amount it was then claimed was excessive.

30. State whether the Defendant resigned from DeBardleben Marine Corporation. If your answer is in the affirmative, state whether this resignation was oral or in writing. If oral, set forth the time, place and parties present at the time of said resignation and set forth in full, the substance of said resignation. If in writing, set forth the date and contents of said writing and attach a copy hereto to your answer to these interrogatories.

31. State the name of the attorney or attorneys, if any, who represented the DeBardleben Retirement Plan and the Coyle Employees Retirement Plan from its formation until to-wit: July 1, 1966.

32. State the name or names of the officers, agents, servants, or employees of the Pan American Life Insurance Company and/or the Whitney National Bank who principally and regularly handled the business transactions, if any, which transpired by and between said company and the DeBardleben Employees Retirement Plan and the Coyle Employees Retirement Plan from, to-wit: 1954 through the date you answer these interrogatories.