

UNITED STATES DISTRICT COURT

Northern

DISTRICT OF

Mississippi

United States of America

v.

Robert L. Moultrie, et al.

**SUBPOENA IN A
CRIMINAL CASE**

Case Number: 3:08 CR 014

TO: Arnold W. Carothers, Registered Agent
Carothers Construction, Inc.
7084 Cr 436
Water Valley, MS 38965

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below, or any subsequent place, date and time set by the court, to testify in the above referenced case. This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

PLACE The Federal Building 911 Jackson Avenue Oxford, MS 38655	COURTROOM 1-1st Floor DATE AND TIME 7/14/2008 9:00 am
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YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):

See Attachment

Note: If early return on this subpoena is authorized and the documents are provided in certified format by a document custodian, no appearance by a witness may be required.

U.S. MAGISTRATE JUDGE OR CLERK OF COURT	DATE
(By) Deputy Clerk	

ATTORNEY'S NAME, ADDRESS AND PHONE NUMBER:

T.H. Freeland, IV
Box 269 1013 Jackson Avenue
Oxford, MS 38655 Phone: 662-234-3414

AO89 (Rev. 7/95) Subpoena in a Criminal Case (Reverse)

PROOF OF SERVICE		
RECEIVED BY SERVER	DATE	PLACE
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)		FEES AND MILEAGE TENDERED TO WITNESS <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____
SERVED BY (PRINT NAME)		TITLE

DECLARATION OF SERVER	
<p>I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.</p>	
Executed on _____ <div style="text-align: center;">DATE</div>	_____ SIGNATURE OF SERVER
	_____ ADDRESS OF SERVER

ADDITIONAL INFORMATION

ATTACHMENT "A" to Rule 17(c) Subpoena to:
Custodian of Records,
Carothers Construction Company

[The term "Document" is used herein in the broadest sense permitted by the Federal Rules of Civil Procedure and Local Rules of this Court, and includes the original and any non-identical copy of not only all printed or written materials but also any other means of data compilation from which information may be obtained or translated into usable or readable form, including but not limited to: notes, correspondence, internal company communications, telegrams, cables, telexes, ledger books, books of account, purchase orders, invoices, statements, memoranda, summaries of records of telephone conversations, diaries, logs, calendars, appointment books, reports, instructions, charts, labels, art work, mockup labels, photoboards, drawings, graphs, traces, blueprints, sketches, photographs, microfilms, notes, minutes or records of meetings (including directors' meetings), reports and/or summaries of investigations, opinions or reports of consultants, opinions of counsel, contracts, agreements, memoranda, assignments, licenses, notebooks, letters, reports or summaries of negotiations, catalogs, brochures, pamphlets, advertisements, circulars, trade letters, press releases, periodicals, charge slips, hotel charges, expense accounts, statements, receipts, freight bills, bids, bid abstracts, transcripts, manuals, video or sound recordings, films, video tapes, computer tapes, disks, programs or other computerized materials, drafts of documents and revisions of drafts of documents, and all attachments to any documents. The term "Document" also includes without limitation any document stored electronically on any medium or device, including, but not limited to, personal, home or company computers, personal digital assistants, cell phones, pagers, digital cameras, tape recorders, digital voice recorders, microchips, hard drives, portable hard drives, thumb drives, network drives, network memory storage, floppy disks, diskettes, CD-ROMs, DVDs, servers (whether active or archived), archive tapes, disaster recovery tapes, back up tapes, removable media, magnetic tapes of all types, microfiche, punch cards, punch tapes, computer chips, and any other device for data storage and/or transmittal.]

All documents from January 1, 2002 through December 31, 2004 of:

1. the compensation and costs paid to employees, officers and consultants invoiced to any work or other activity related to the construction of the Mississippi Beef Plant (i.e., all hourly wages, salary and all benefits paid including, but not limited to, social security, Medicare, FICA, insurance and other benefits, withholdings, and bonuses);
2. the rates charged for employees, officers and consultants invoiced to any work or other activity related to the construction of the Mississippi Beef Plant, including but not limited to hourly rates, daily rates, weekly

rates, and all other forms of compensation charged for services and work;

3. the documents upon which the company relied or developed in formulating the rates charged above in paragraphs (1) and (2);
4. the documents relied upon in formulating the proposal of Carothers Construction Company and Herndon Redmond to perform the General Supervision and Conditions contract on the Mississippi Beef project as set forth in the April 2, 2003 proposal by Robert G. Hendon, P.E. Vice President;
5. the supporting documents for the hourly rates to be charged by Carothers Construction Company and Herndon Redmond in the proposal to perform the General Supervision and Conditions contract on the Mississippi Beef project as set forth in the April 2, 2003 proposal by Robert G. Hendon, P.E. Vice President;
6. the "rate sheets" reflecting the rates to be charged for Sean Carothers and all other personnel proposed to work on the Mississippi Beef Project.
7. the invoices submitted by the Carothers Construction Company on the Mississippi Beef Project;
8. all standard contract forms used by Carothers Construction Company, with owners and with subcontractors, to draft or otherwise create any contracts relating to work involving the Mississippi Beef Plant project;
9. the correspondence from or to Carothers Construction Company, Richard Hall, Community Bank, the Mississippi Land, Water and Timber Board, Hendon & Redmond of Ohio, the Mississippi Development Authority, and any other agency or department of the State of Mississippi concerning the Mississippi Beef Project;
10. the documents showing money transferred, paid from Carothers Construction Company, or from Sean Carothers, to Richard Hall, to any family member of Richard Hall, to any agent of Richard Hall, or to any business owned, in whole or in part, by Richard Hall;
11. the documents showing Carothers Construction Company's charge for its insurance costs in the Mississippi Beef Plant project, and the amount of its insurance premiums for its work on the project for 2002, 2003, and 2004;
12. the documents related to the method by which Carothers Construction Company estimated the costs to perform the Mississippi Beef Plant

project, including the internal memoranda and other documents that set forth:

- a. how the Mississippi Beef Project proposal was compiled
 - b. the factor, percentage, or other calculation used to account for potential adverse contingencies that were built into the proposal on the Mississippi Beef Plant project
 - c. how the amount of profit was estimated by Carothers Construction Company;
13. the documents that show how Carothers Construction Company charged for benefits compensated to its employees, officers and consultants who performed work relating to the Mississippi Beef Plant project; these benefits include but are not limited to all insurance (health, workers compensation, life) vacation, sick leave, personal leave, and bonuses.
14. the documents that show or relate to any communication between Carothers Construction and William Purdy or Ralph Germany concerning the Facility Group, or the Mississippi Beef Plant project, or both.