

EXHIBIT 1

DEFINITIONS

1. “You” and any variation of the word “you” refer to Stephanie Ganucheau.
2. “Mississippi Today” refers to Deep South Today d/b/a Mississippi Today and any of its employees, officers, and directors.
3. “Person(s)” shall mean all individuals and entities, including sole proprietorships, associations, companies, partnerships, joint ventures, corporations, individuals, and other juridical entities.
4. “Communication” includes face-to-face oral discussion, telephonic discussion, written exchanges, e-mail, text messages, voice messages, direct messages, messages transmitted via encrypted messaging service, messages transmitted via messaging application (such as WhatsApp or other similar applications), and all other electronic communications.
5. “Documents and things” is used in its broadest sense and includes, but is not limited to, any printed, typewritten, handwritten, graphic or recorded matter of any type and description, however denominated and however and by whomever prepared, recorded, produced, reproduced, disseminated or made, including, but not limited to, the following: Any letter, telephone bill, calls, minutes, resolutions, telegrams, cables, teletypes, report, chart, affidavit, statement, accountants’ statement, financial statement, bank records, book of account, ledger, work sheet, balance sheet, information sheet, data sheet, log book, journal, list, book, manuscript, desk calendar, appointment book, diary, business records, personal records of employees, opinion, memorandum, summary or record or tape recording or transcript of any conversation or meeting, notes, notebooks, paper, photograph, audio or video tape, recording, microfilm, microfiche, study, contract, written agreement, check, receipt, invoice, bill, computer printout, communication, summary of interview,

report and/or summary of investigations, and/or any other writing of whatever description, including computer tapes, computer cards, disk, diskettes, any information contained in any computer although not yet printed and any draft, carbon, photographic copy, preliminary take or version of any such material the contents of which differs in any respect from the original.

6. “Electronically stored information” is used in its broadest sense and includes, but is not limited to, emails; text messages; chats over cellular phones or other devices or applications; photographs, videos, or audio recorded by a device; metadata recording telephone call time, length, involved numbers; programs, including artificial intelligence, used to record and/or transcribe communications; documents created in programs such as Microsoft Word, Excel, PowerPoint, Access, Corel WordPerfect, Adobe Acrobat, and other formats of documents; and articles, photographs, or comments posted on social media applications or sites, blogs, or other internet sites. The electronically stored information is requested without regard to where it may have been created or where it may currently reside, including, but not limited to, laptop computer hard drives, network servers, mobile devices, cell phones, tablets, websites for particular applications, external hard drives, off-site storage (e.g., “cloud” storage, such as iCloud, OneDrive, Google Drive, DropBox, Box) and third-party messages applications such as WhatsApp, Signal, and Telegram.

7. Something “relating to” or which “relates to” any given subject means anything that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with, or is in any way pertinent to that subject.

**COMMANDS TO PRODUCE COMMUNICATIONS, DOCUMENTS AND THINGS,
AND ELECTRONICALLY STORED INFORMATION MADE UNDER MISS. R. CIV. P.
45(a)(1)(C)**

1. Produce all communications you have had with Mississippi Today related to a volleyball facility located on the campus of the University of Southern Mississippi (“USM”), including, but not limited to, all communications you had with Mississippi Today before September 20, 2022.

2. Produce all communications you had on any occasion with Mississippi Today, including communications with Adam Ganuchau and Anna Wolfe, that address your employment as a Special Assistant Attorney General to Mississippi Attorney General Jim Hood.

3. Produce all other communications, documents, things, and electronically stored information related to a volleyball facility located on the campus of the USM.

4. On June 7, 2017, you wrote a memorandum to USM Associate Commissioner of Finance and Administration John Pearce that addressed the “USM Lease with USM Athletic Foundation (Volleyball Facility) (Revised).” You copied Mary Elizabeth Jackson, Leigh Patterson, and Van Gillespie on the memorandum. Produce all communications, documents, things, and electronically stored information related to this memorandum.

5. On October 9, 2017, you wrote another memorandum to Dr. Pearce, this time regarding the “USM Amended and Restated Lease with USM Athletic Foundation.” You copied Leigh Patterson and Van Gillespie on the memorandum. Produce all communications, documents, things, and electronically stored information related to this memorandum.

6. On October 19, 2017, the Board of Trustees of the Mississippi Institutions of Higher Learning (“IHL Board”) approved the Amended and Restated Lease with the USM Athletic Foundation. The minutes of the IHL Board meeting read:

USM – Approved the Amended and Restated Lease with the University of Southern Mississippi Athletic Foundation (Foundation/Lessee). The premises involve approximately two acres of land known as the Payne Center parking lot located at 101 MK Turk Circle, Hattiesburg, MS 39406. The premises also includes portions of the Reed Green Coliseum located adjacent to the proposed construction in the Payne Center parking lot. During the term of the Lease, the Foundation will construct a Wellness Center of approximately thirty thousand square feet in accordance with plans and specifications as approved by USM. The premises shall also include certain other underutilized athletic space as agreed upon by the parties hereto. The Foundation intends to sublease the premises to a third party for prepaid rent in order to allow the Foundation to perform the construction of the premises. The purpose of the Lease Agreement is to provide the Foundation the right to utilize the premises as needed and agreed upon by the parties, including the right to construct and lease/sublease a new Wellness Center and/or other athletics related space, including but not limited to the Reed Green Coliseum. All construction of the facilities by the Foundation shall be in accordance with plans and specifications as approved by USM. The term of the Lease shall commence subsequent to IHL Board approval and full execution of the Lease and shall expire on July 31, 2022. The contract amount shall be \$1.00 cash in hand. This lease and subsequent sublease are being funded through the lease of athletic department facilities by the Mississippi Community Education Center (MCEC), a SO1(c)3 organization designed to provide schools, communities and families with educational services and training programs in South Mississippi. MCEC will use the subject facilities to support their programming efforts for South Mississippi. MCEC's funding for this project is via a Block Grant from the Mississippi Department of Human Services. The funding from MCEC shall be prepaid rent to the Foundation in the amount of Five Million Dollars (\$5,000,000.00) for the leasing of certain USM athletic facilities including but not limited to the to be constructed Wellness Center, Reed Green Coliseum and additional athletic space as agreed upon by USM and the Foundation. The agreement, which was reviewed and approved by the Attorney General's Office prior to the Board's approval of this item, is on file in the Board Office.

Produce all communications, documents, things, and electronically stored information related to the IHL Board's approval of the Amended and Restated Lease with the USM Athletic Foundation.

7. Mississippi Community Education Center assistant executive director Zach New pleaded guilty to participating in a scheme to defraud the State of Mississippi in connection with the lease arrangement discussed in the IHL Board minutes from its October 19, 2017, meeting. Zach New's guilty plea reads in pertinent part:

On or about July 24, 2017, Zachary New, while acting in concert and/or aiding, abetting, assisting, or encouraging Nancy New, John Davis and others, participated in a scheme to

defraud the State of Mississippi by knowingly transferring, or causing to be transferred, \$4,000,000.00 in TANF funds for the construction of a volleyball center at the University of Southern Mississippi, which was prohibited under the limited use guidelines of the grants from which the funds originated, and, in furtherance of this scheme, acted with John Davis and others, at their direction, to disguise the USM construction project as a “lease” as a means of circumventing the limited purpose grant’s strict prohibition against “brick and mortar” construction projects in violation of Miss. Code Ann. 97-7-10.

Produce all communications, documents, things, and electronically stored information related to Zach New’s guilty plea and/or involvement with the Amended and Restated Lease with the USM Athletic Foundation.

8. Your son, Adam Ganucheau, published an “Editor’s Note on our Welfare Coverage” in Mississippi Today on September 28, 2022. The editor’s note reads:

The conservative blog Y’all Politics published on Sept. 21, 2022, that my mother, in her role as special assistant attorney general, had signed off on the language of a lease agreement to construct a University of Southern Mississippi volleyball stadium – a project now a focus of the state’s ongoing welfare stadium. I learned about this on the evening of Sept. 20, 2022, when the blog’s editor began calling around for comment.

Without hesitation, I consulted with Mississippi Today colleagues and with veteran journalism leaders outside our newsroom about what had been, to that point, unknown to everyone on our staff. We immediately implemented a permanent policy that would allow any reporting that may present a conflict to go forward without my direction. And after continued internal discussions, we decided to add an editor’s note to each future story mentioning the USM volleyball project, including retroactively adding the note to **one earlier story** that was published after we learned the information.

None of this changes nor challenges a thing about Mississippi Today’s relentless reporting about the misuse of federal welfare funding intended to help the state’s most vulnerable people. In our three-plus years of coverage of the state’s welfare scandal – including breaking the **very first story** about the USM volleyball stadium being funded with welfare dollars – we have never stopped an inch short of reporting the whole truth for any reason, whether personal or political.

Multiple journalists on staff, independent of my involvement, reviewed the information published by Y’all Politics and determined we have sufficiently and consistently reported that the Attorney General’s Office signed off on the volleyball contract. You can read some of that reporting **here**, **here**, **here** and **here**. And for years, we have made **deliberate editorial decisions** to not name dozens of state employees at multiple agencies who reviewed welfare-related documents or sat in relevant meetings but ultimately had no authority over how funds were spent.

That political actors are willing to leverage the bureaucratic role my own mother played in state government to try to discredit Mississippi Today's reporting is notable. But it should not distract readers from the real story: Powerful Mississippians appear to have used the state government system to steer millions away from our neediest residents into their own pockets and the pockets of their wealthy friends.

We will follow and report the story wherever it leads us, just as we always have.

Produce all communications, documents and things, and electronically stored information related to the "Editor's Note on our Welfare Coverage" or its subject matter, including, but not limited to, the following:

a. all communications, documents and things, and electronically stored information related to the Y'all Politics publication referenced in the editor's note;

b. all communications, documents and things, and electronically stored information related to communications that Adam Ganuchau had "with Mississippi Today colleagues" about your recommendation that the IHL Board approve the Amended and Restated Lease between USM and the USM Athletic Foundation;

c. all communications, documents and things, and electronically stored information related to communications that Adam Ganuchau had with "veteran journalism leaders outside our newsroom" about your recommendation that the IHL Board approve the Amended and Restated Lease between USM and the USM Athletic Foundation;

d. all communications, documents and things, and electronically stored information related to the "permanent policy" that Mississippi Today purportedly implemented, "that would allow any reporting that may present a conflict to go forward" without Adam Ganuchau's direction;

e. all communications, documents and things, and electronically stored information related to "internal discussions" within Mississippi Today addressing your

recommendation that the IHL Board approve the Amended and Restated Lease between USM and the USM Athletic Foundation;

f. all communications, documents and things, and electronically stored information related to the purported review conducted by “multiple journalists on staff” that “determined we have sufficiently and consistently reported that the Attorney General’s Office signed off on the volleyball contract;”

g. all communications, documents and things, and electronically stored information related to Mississippi Today’s “deliberate editorial decision to not name” you or explain that you had recommended that the IHL Board approve the Amended and Restated Lease between USM and the USM Athletic Foundation;

h. all communications, documents and things, and electronically stored information related to your son’s statement, “Powerful Mississippians appear to have used the state government system to steer millions away from our neediest residents into their own pockets and the pockets of their wealthy friends; and

i. all communications you have had with Adam Ganucheau or Mississippi Today related to the editor’s note or its subject matter.

9. All communications, documents and things, and electronically stored information related to the scope of your employment as the Special Assistant Attorney General assigned to IHL, including, but not limited to, those addressing the following:

- a. your job description;
- b. the scope of legal services you were to perform for IHL;
- c. the scope of legal services that you actually performed for IHL;

d. the identity of your direct superior in the Office of the Mississippi Attorney General; and

e. the identity of your direct superior, if any, in the IHL.

10. All communications, documents and things, and electronically stored information related to any involvement that former Governor Phil Bryant had with your decision to recommend that the IHL Board approve the Amended and Restated Lease between USM and the USM Athletic Foundation.

11. All communications, documents and things, and electronically stored information related to placing the vote to approve or reject the Amended and Restated Lease between USM and the USM Athletic Foundation appearing on the IHL Board's consent agenda.

12. All communications, documents and things, and electronically stored information that proves former Governor Phil Bryant directed \$5 million of welfare funds to the construction of the USM volleyball stadium.