



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT SUBPOENA - CIVIL

Plaintiff/Petitioner State of Rhode Island	Civil Action File Number PC-2024-4526
Defendant/Respondent AECOM Technical Services, Inc., et al.	

<input type="checkbox"/> Murray Judicial Complex Newport County 45 Washington Square Newport, Rhode Island 02840-2913 *(401) 841-8330	<input type="checkbox"/> Noel Judicial Complex Kent County 222 Quaker Lane Warwick, Rhode Island 02886-0107 *(401) 822-6900
<input type="checkbox"/> McGrath Judicial Complex Washington County 4800 Tower Hill Road Wakefield, Rhode Island 02879-2239 *(401) 782-4121	<input checked="" type="checkbox"/> Licht Judicial Complex Providence/Bristol County 250 Benefit Street Providence, Rhode Island 02903-2719 *(401) 222-3230

TO: Wiss, Janney, Elstner Associates, Inc., c/o LegalInc Corporate Services Inc.
of 222 Jefferson Boulevard, Suite 200, Warwick, RI 02888

☐ **YOU ARE HEREBY COMMANDED** to appear in the Superior Court listed above at the date, time, and courtroom specified below to testify in the above-entitled case and bring with you:

Courtroom	Date	Time

If you need language assistance, please contact the Office of Court Interpreters at (401) 222-8710 or by email at interpreterfeedback@courts.ri.gov before your court appearance.

* If an accommodation for a disability is necessary, please contact the Superior Court Clerk's Office at the telephone number listed above as soon as possible. TTY users can contact the Superior Court through Rhode Island Relay at 7-1-1 or 1-800-745-5555 (TTY) to voice number.



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT

☐ **YOU ARE HEREBY COMMANDED** to appear at the location, date, and time specified below to testify at the taking of a deposition in the above-entitled case.

Location of Deposition	Date	Time

☒ **YOU ARE HEREBY COMMANDED** to produce and permit inspection and copying of the following documents or objects at location, date, and time specified below (list documents or objects):

SEE ATTACHMENT A

Location	Date	Time
Via email: aprosek@lshattorneys.com	7/31/2025	5:00 PM ET

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf and may set forth, for each person designated, the matters on which the person will testify. (Rule 30(b)(6) of the Superior Court Rule of Civil Procedure).

/s/ <u>Amanda Prosek</u> Attorney for the <input type="checkbox"/> Plaintiff/Petitioner <input checked="" type="checkbox"/> Defendant/Respondent or <input type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent	Rhode Island Bar Number: 7677 Date: 7-7-25
Telephone Number: (401) 270-7094	

Issued by <input type="checkbox"/> Clerk, <input type="checkbox"/> Notary, or <input type="checkbox"/> Issuing Official pursuant to G.L. 1956 § 9-17-3	Date:
/s/ _____ Clerk	
Name of Notary _____	
Signature of Notary _____	
Notary commission expires: _____	
Notary identification number: _____	
Name of Issuing Official _____	
Signature of Issuing Official _____	



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT

The following information is being provided pursuant to Rule 45(c), (d), and (e) of the Superior Court Rules of Civil Procedure.

(c) Protection of Persons Subject to Subpoenas.

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.
- (2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents, or tangible things or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing, or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within fourteen (14) days after service of the subpoena or before the time specified for compliance if such time is less than fourteen (14) days after service, serve upon the self-represented litigant or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it:
 - (i) Fails to allow reasonable time for compliance;
 - (ii) Requires disclosure of privileged or other protected matter and no exception or waiver applies; or
 - (iii) Subjects a person to undue burden.
(B) If a subpoena
 - (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
 - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party,the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
 - (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.
- (e) Contempt.** Failure by any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court in which the action is pending.



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SUPERIOR COURT

Plaintiff/Petitioner State of Rhode Island	Civil Action File Number PC-2024-4526
Defendant/Petitioner AECOM Technical Services, Inc.	

PROOF OF SERVICE

☐ I hereby certify that on the date below I served a copy of this Subpoena on _____ personally.

☐ I hereby certify that I was unable to make service after the following reasonable attempts: _____

SERVICE DATE: ____ / ____ / ____ Month Day Year	SERVICE FEE \$ _____
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Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE

SIGNATURE OF PERSON OTHER THAN A SHERIFF or DEPUTY SHERIFF or CONSTABLE MUST BE NOTARIZED.

Signature _____

State of _____
County of _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____

☐ personally known to the notary or ☐ proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed above in my presence, and who swore or affirmed to the notary that the contents of the document are truthful to the best of his or her knowledge.

Notary Public: _____

My commission expires: _____

Notary identification number: _____

Schedule "A"

DEFINITIONS

1. The term "AECOM" refers to AECOM Technical Services, Inc., and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.
2. "And" shall include "or" and vice versa; the singular shall include the plural and vice versa; "any" includes the word "all" and "all" includes the word "any"; "each" includes the word "every" and "every" includes the word "each."
3. "Communication(s)" means the transmittal of information (in the form of facts, idea, inquires, or otherwise).
4. "Document" means, without limitation, any written, printed, typed, photographed, recorded or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of documents contemporaneously or subsequently created which have any non-conforming notes or other markings and the backsides of any communication or representation which all contain any of the above.
5. "Include" or "including" means including, but not limited to.
6. "MBJ" means McNary Bergeron & Johannesen, Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.
7. "RIDOT" means the Rhode Island Department of Transportation and includes any departments, segments, divisions, subdivisions, administrative entities and bodies, and other related entities, both presently existing and those which previously existed, of any of the foregoing

entities, and any present or former officers, directors, employees, consultants, contractors, attorneys, and agents of the foregoing entity.

8. The terms “regarding”, “referring to”, “relating to”, or “concerning” shall be broadly construed to mean referring to, describing, evidencing, or constituting.

9. The terms the “State” and “State of Rhode Island”, refer to the State of Rhode Island, and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control as well as RIDOT.

10. “Washington Bridge” means the Interstate I-95 westbound and eastbound bridge structures over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

11. “WJE”, “You”, and “Your” means Wiss Janney Elstner Associates, Inc., and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control.

DOCUMENT REQUESTS

1. All Contracts, engagement letters, purchase orders, work orders or other agreements between WJE and the State of Rhode Island concerning the Washington Bridge.

2. All written Documents, including reports, analyses, calculations, photographs, lab or sample reports and other materials WJE prepared regarding the Washington Bridge, whether in draft or final form, and all appendices, exhibits and referenced materials therein or thereto, including, without limitation, the forensic analysis report WJE prepared for the State of Rhode Island from December 1, 2023 to the present.

3. All calculations, engineering analysis models, finite elements analysis models and calculations, building information models (BIMs), diagrams, inspection reports, maintenance logs, engineering drawings and specifications, construction records, chain of custody reports, sample

documentation, lab reports and data WJE reviewed, referenced, developed or relied upon to prepare the reports and other materials requested in Request No. 2. For all engineering analysis and finite element models and building information models (BIMs), please produce such materials in their native electronic formats and pdf for all images and tables.

4. All Documents the State, RIDOT, or third parties provided to WJE to conduct a review or forensic analysis of the Washington Bridge.

5. All samples, evidence and other materials that the State, RIDOT, or third parties provided to WJE or which WJE took with regard to the Washington Bridge.

6. All observational notes, meeting minutes, videos, photographs, recordings, drone or scan data provided to, or taken by, WJE relating to the Washington Bridge.

7. All non-privileged Communications between WJE and any representative of the State, including RIDOT, regarding the Washington Bridge from December 1, 2023 to the present.

8. All Communications between WJE and any third parties regarding the Washington Bridge from December 1, 2023 to the present.

9. All Documents in your possession, custody or control relating to the Washington Bridge from 1992 to the present and all reports and documents in that time frame that you reviewed, analyzed, prepared or drafted.

10. All internal Documents, Communications, memoranda, reports, minutes, graphics, photographs, videos, scans or notes regarding the Washington Bridge, including, without limitation, deliberations on findings, conclusions, and recommendations.

11. All Documents relating to site visits or inspections of the Washington Bridge including, without limitation, memoranda, reports, field notes, inspection logs, photographs, or videos.

12. All Documents and Communications that reference, discuss, analyze, or evaluate actual or potential causes that led to the closure or subsequent demolition of portions of the Washington Bridge. This request includes, but is not limited to, documents and communications concerning structural analysis, engineering evaluations, inspections, condition assessments, and any other technical or professional assessments related to the Washington Bridge's integrity or safety, inclusive of, but without limitation, communications internal to WJE, between, among or including WJE and any third parties, inclusive of RIDOT, the State of Rhode Island or any third parties. To the extent any engineering analysis models are responsive to this request, please produce such models in their native electronic formats and pdf format.

13. All Documents and Communications that reference, discuss, or evaluate AECOM's role and performance of services in connection with the Washington Bridge.

14. All Documents and Communications that reference, discuss, or evaluate the role, actions, inactions, conduct, maintenance or lack thereof, errors or omissions of the State and/or RIDOT in connection with the Washington Bridge.

15. All Documents and Communications that mention or relate to the State and/or RIDOT's responsibility or contribution to the conditions that led to the closure of portions of the Washington Bridge in December 2023.

16. All Documents and Communications exchanged with MBJ, including feedback, revisions, or critiques of WJE's findings relating to WJE's forensic analysis of the Washington Bridge, documents, and the reports requested in Request No. 2.

17. All Communications with third parties, including MBJ, regarding peer review or oversight of WJE's forensic analysis and review of the Washington Bridge and the documents and reports requested in Request No. 2.

18. All billing records, payment applications, invoices, and payments related to WJE's engagement with the State or RIDOT relating to the Washington Bridge.

19. All Documents and Communications relating to the preservation or destruction/deletion of documents, evidence, and materials concerning the Washington Bridge.

20. All Documents and Communications relating to materials, including samples or testing materials, removed from the Washington Bridge from December 8, 2023 to the present.

21. The resumes or *curriculum vitae* of all WJE personnel (other than purely administrative personnel) who participated in any analysis, site visit, evidence/sample taking, materials testing, or analysis, authorship or other involvement in WJE's work on the Washington Bridge as identified above.