

STATE OF RHODE ISLAND
PROVIDENCE, SC.

SUPERIOR COURT

STATE OF RHODE ISLAND,)
)
Plaintiff,)
)
v.)
)
AECOM TECHNICAL SERVICES, INC.,)
AETNA BRIDGE COMPANY,)
ARIES SUPPORT SERVICES INC.,)
BARLETTA HEAVY DIVISION, INC.,)
BARLETTA/AETNA I-195 WASHINGTON)
BRIDGE NORTH PHASE 2 JV,)
COLLINS ENGINEERS, INC.,)
COMMONWEALTH ENGINEERS &)
CONSULTANTS, INC.,)
JACOBS ENGINEERING GROUP, INC.,)
MICHAEL BAKER INTERNATIONAL, INC.,)
PRIME AE GROUP, INC.,)
STEERE ENGINEERING, INC.,)
TRANSYSTEMS CORPORATION, and)
VANASSE HANGEN BRUSTLIN, INC.,)
)
Defendants.)

C.A. No. PC-2024-04526

STIPULATED PROTECTIVE ORDER

IT IS HEREBY STIPULATED AND AGREED by the undersigned parties,
and ORDERED by the Court, that:

1. This Stipulated Protective Order governs each party's use of all information obtained from a party producing information (hereinafter referred to as the "Producing Party") in the above-captioned action, regardless of form, contained in documents, deposition testimony and/or deposition exhibits whether the information is obtained from one of the undersigned parties or from a third party ("discovery material"). The provisions set forth herein apply to all parties in the litigation, whether presently existing or added in the future. This Stipulated Protective Order shall apply to any information exchanged between the parties informally as well as through formal discovery. This

Stipulated Protective Order does not restrict any party's use of material that was not obtained in discovery, or that is or becomes publicly available.

2. As used in this Order, "Confidential Information" means information designated as "CONFIDENTIAL" by a Producing Party that falls within one or more of the following categories: (a) information prohibited from disclosure by statute; (b) information that reveals trade secrets; (c) research, technical, commercial, financial, bidding, estimating, or other trade secret or competition-sensitive information that the party has maintained as confidential; (d) medical information concerning any individual; (e) personal identity information such as social security numbers, date of birth and the like; (f) income tax returns (including attached schedules and forms), W-2 forms and 1099 forms; (g) personnel or employment records of a person who is not a party to the case; or (h) any other information that the parties to the action agree should be treated as "CONFIDENTIAL" pursuant to the terms of this Stipulated Protective Order. Information that is available to the public may not be designated as Confidential Information.

3. At any time, a Producing Party may designate all or any part of discovery material as "CONFIDENTIAL" to be treated in accordance with the provisions of this Stipulated Protective Order. Such designation shall be in writing either in a letter identifying the discovery material(s) being designated as "CONFIDENTIAL," or by placing a "CONFIDENTIAL" legend, watermark, stamp or other appropriate mark on the discovery material itself.

4. "CONFIDENTIAL" material shall only be disclosed to or discussed with the following persons to the extent that their knowledge of such confidential material is necessary for the prosecution, defense or settlement of this matter:

(a) Parties;

- (b) Counsel of record for the parties of record in this matter and the partners, associates and employees of such counsel to the extent reasonably necessary to render professional services in the litigation;
- (c) Court personnel (including court reporters) pursuant to paragraph 9 of this Stipulated Protective Order;
- (d) Commercial photocopying/print firms or ESI vendors engaged by a party to provide copying, printing or ESI-related services in connection with the prosecution, defense or settlement of this matter;
- (e) Experts, consultants (including independent experts), and investigators, including the employees of such experts, consultants, or investigators, who are employed, retained, or otherwise consulted by counsel or a party for the purpose of giving advice or testimony in this matter. Access to confidential material shall be limited to what is reasonably required in the role of expert, consultant, and investigator. Such persons must agree in writing to be bound by the terms of this Stipulated Protective Order;
- (f) Litigation support firms retained by counsel or a party in order to assist in the prosecution or defense of this matter. Access to confidential material shall be limited to that which the litigation support firms reasonably require in their roles as litigation support firms. Such persons must agree in writing to be bound by the terms of this Stipulated Protective Order;
- (g) Any deponent in this case who is not a party to the action or a current employee of a party, who is identified in a document as an author or recipient of a

document containing the "CONFIDENTIAL" information and who agrees on the record to be bound by the terms of this order; and

(h) Any deponent in this case who has agreed to be bound by the Stipulated Protective Order; and

(i) Other persons authorized by the Court upon a showing of good cause.

5. A Producing Party may further designate confidential discovery material it produces as "ATTORNEYS' EYES ONLY" upon a good-faith belief that the disclosure of such information to persons other than counsel of record or experts and consultants would be so materially harmful to the Producing Party as to cause a court to order that the information not be disseminated beyond counsel of record and their experts and consultants, or upon a good-faith belief that the disclosure of such information to the opposing party would reveal trade secrets or other sensitive proprietary or competitive information. Such designation shall be made in the same manner as discovery information designated as "CONFIDENTIAL" but the designation will be referred to as "HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY."

6. "HIGHLY CONFIDENTIAL – ATTORNEYS EYES ONLY" information shall only be disclosed to or discussed with the following persons to the extent that their knowledge of such highly confidential material is necessary for the prosecution, defense or settlement of this matter:

- (a) Counsel of record for the parties of record in this matter and the partners, associates and employees of such counsel to the extent reasonably necessary to render professional services in the litigation;
- (b) Court personnel (including court reporters) pursuant to paragraph 9 of this Stipulated Protective Order ;

- (c) Commercial photocopying/print firms or ESI vendors engaged by a party to provide copying, printing or ESI-related services in connection with the prosecution, defense or settlement of this matter;
- (d) Experts, consultants (including independent experts), and investigators, including the employees of such experts, consultants, or investigators, who are employed, retained, or otherwise consulted by counsel or a party for the purpose of giving advice or testimony in this matter. Access to highly confidential material shall be limited to what is reasonably required in the role of expert, consultant, and investigator. Such persons must agree in writing to be bound by the terms of this Stipulated Protective Order;
- (e) Litigation support firms retained by counsel or a party in order to assist in the prosecution or defense of this matter. Access to highly confidential material shall be limited to that which the litigation support firms reasonably require in their roles as litigation support firms. Such persons must agree in writing to be bound by the terms of this Stipulated Protective Order;
- (f) Any deponent in this case who is not a party to the action or a current employee of a party, who is identified in a document as an author or recipient of a document containing the "HIGHLY CONFIDENTIAL" information and who agrees on the record to be bound by the terms of this order; and
- (g) any deponent who agrees to be bound by the Stipulated Protective Order.; and
- (h) Other persons authorized by the Court upon a showing of good cause.

7. Each person referred to in subparagraphs 4(e), 4(f), 6(d) and 6(e) who is given access to material designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

ATTORNEYS' EYES ONLY" or information derived therefrom shall sign a statement that he or she has read a copy of this Stipulated Protective Order agrees to be bound by its provisions and agrees to consent to the jurisdiction of this Court for purposes of enforcement of the terms of this Stipulated Protective Order. Counsel shall be responsible for obtaining such written agreement before disclosing any "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" material.

8. With respect to any depositions which involve disclosure of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" material, if requested by the Producing Party, the Producing Party shall have until 30 days after receipt of the deposition transcript, or such other time period agreed upon by the parties (the "Designation Period"), within which to inform all other parties which portions of the transcript, if any, are to be designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," and the right to make such designation shall be waived unless made within the Designation Period. No such deposition transcript shall be disclosed to any individual other than the individuals described in Paragraph 6 above and the deponent during the Designation Period, and no individual attending such a deposition shall disclose the contents of the deposition to any individual other than those described in Paragraph 6 above during the Designation Period. Upon being informed that certain portions of a deposition are to be designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY," all parties shall immediately cause each copy of the transcript in their custody or control to be appropriately marked and limit disclosure of that transcript in accordance with Paragraphs 4 and 6. "CONFIDENTIAL" and "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY" information in a deposition may also be so designated by identifying such information on the record during the deposition, in which case a Designation Period may not be required.

9. Any party who wishes to file with the Court any pleading, brief, memorandum, motion, letter, affidavit, or other document that constitutes, discloses, characterizes or otherwise communicates “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” must file a redacted version with the Court removing such “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” materials from the filing. The party shall serve a copy of the proposed redacted version of the filing upon the Producing Party, and the Producing Party shall within three (3) business days thereafter communicate clearly in writing to the party any additional matters which need to be redacted therefrom prior to filing. The Producing Party’s failure to communicate in writing any additional redactions to the proposed filing within three (3) business days of receipt of the proposed filing shall constitute the Producing Party’s consent and agreement that the proposed filing can be filed with the Court. However, nothing in this Stipulated Protective Order shall restrict a party’s right to seek earlier authorization from the Court to file the material confidentially in order to respond timely to a pending motion or interlocutory matter.

10. Any party who wishes to offer evidence at trial or any hearing in this action that constitutes, discloses, characterizes or otherwise communicates “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” material shall move the Court to permit the testimony to be presented *in camera* or in a closed courtroom until such time as the Court orders otherwise. The court reporter shall separately transcribe and bind those portions of the testimony so designated and shall mark the face of the separately-bound transcript containing such confidential or attorneys’ eyes only testimony with the words “Confidential Pursuant to Court Order” or “Highly Confidential – Attorneys’ Eyes Only Pursuant to Court Order,” as applicable. The portion of the transcript so marked, if filed with the Court, shall be filed under seal.

11. Promptly upon conclusion of this litigation, including any appeals therefrom, copies of all “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” material supplied by any party shall be returned to the Producing Party or destroyed. However, counsel may retain attorney work product that includes, discloses, characterizes or otherwise communicates “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” material, copies of briefs and other papers filed with the Court, and exhibits marked at depositions, trials or hearings, which include, disclose, characterize or communicate “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” material. The parties, through counsel, shall confirm to the Producing Party that all “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” material that has not been returned to the Producing Party has been destroyed.

12. The inadvertent or unintentional production of documents containing, or other disclosure of, confidential, proprietary, or secret information without being designated “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” at the time of the production or disclosure shall not be deemed a waiver in whole or in part of a party’s claim of confidentiality or secrecy, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter. Furthermore, the parties may designate any documents produced before the entry of this Stipulated Protective Order as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY.”

13. A third party who is asked to produce documents or information in this matter may produce said documents or information according to the provisions set forth herein.

14. The restrictions provided in this Stipulated Protective Order shall apply solely to this litigation. These restrictions shall not terminate with this litigation but shall continue until further

order of the Court; provided, however, that this Stipulated Protective Order shall not be construed (a) to prevent any party or its respective counsel, or any person receiving material designated “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” pursuant to this Stipulated Protective Order, from making use of information that was previously and lawfully in the possession of such party; or (b) to apply to information that is or was public knowledge at the time of or prior to disclosure in this litigation, or that, after such disclosure, becomes public knowledge other than by violation of this Stipulated Protective Order.

15. If, upon review of discovery information designed “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY,” the non-producing party objects to the designation, it shall notify the Producing Party in writing and explain the basis of the objection. The Producing Party that designated a document as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” shall, within seven (7) business days after receipt of the non-producing party’s notice, make a good faith determination as to whether the designation at issue should be changed and notify the non-producing party of its determination. If the dispute cannot be resolved informally, the non-producing party may seek appropriate relief from the Court pursuant to the procedures concerning discovery disputes. The Producing Party that made the challenged designation shall have the burden of proving the propriety of the designation. The challenged designation shall remain in effect unless and until otherwise ordered by the Court and for ten (10) days thereafter. The time limits set forth in this paragraph may be modified by agreement of the parties.

16. Any party to this Stipulated Protective Order may agree in writing or on the record during any deposition or testimony to waive this Stipulated Protective Order with respect to any discovery material it has designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL -

ATTORNEYS' EYES ONLY.” No waiver pursuant to this paragraph shall constitute, or have the effect of, a waiver of the confidentiality or privilege of any material other than specifically identified therein.

17. This Stipulated Protective Order shall not prejudice the rights of any party to object to the authenticity or admissibility into evidence of any document, testimony or other evidence subject to this Order. This Stipulated Protective Order shall not prejudice the right of any party to seek relief from the Court at any time from any of the provisions hereof, or to bring before the Court at any time the question of whether or not any particular information is in fact confidential or proprietary, or admissible or relevant to the subject matter of this litigation, or whether or not its use should be restricted in any way, or to present a motion to the Court for entry of a separate order as to any information differing from that specified herein. The burden of proof in any such motion shall be on the Producing Party to justify the appropriateness of the “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY” designation. Material deemed or designated “CONFIDENTIAL” or “HIGHLY-CONFIDENTIAL ATTORNEYS' EYES ONLY” shall maintain that designation for all purposes unless and until the Court rules to the contrary and for ten business days thereafter.

ENTER:



Brian P. Stern
Associate Justice

PER ORDER:

/s/ Carin Miley
Senior Deputy Clerk I

July 29, 2025

Clerk

Stern, J.

Dated: July 29, 2025

Respectfully Presented By:

FOR THE PLAINTIFF STATE OF RHODE ISLAND:

By Its Attorneys,

**PETER F. NERONHA
ATTORNEY GENERAL
STATE OF RHODE ISLAND**

/s/Stephen N. Provazza

Sarah W. Rice, Esq. (#10588)
Stephen N. Provazza, Esq. (#10435)
Assistant Attorneys General
150 S. Main Street
Providence, RI 02903
Tel: (401) 274-4400
srice@riag.ri.gov
sprovazza@riag.ri.gov

/s/ Theodore J. Leopold

Theodore J. Leopold, Esq. (admitted *pro hac vice*)
Leslie M. Kroeger, Esq. (admitted *pro hac vice*)
Diana L. Martin, Esq. (admitted *pro hac vice*)
Poorad Razavi, Esq. (admitted *pro hac vice*)
Takisha Richardson, Esq. (admitted *pro hac vice*)
Adnan Toric, Esq. (admitted *pro hac vice*)
Cohen Milstein
11780 U.S. Highway One
Suite N500
Palm Beach Gardens, FL 33408
tleopold@cohenmilstein.com
lkroeger@cohenmilstein.com
dmartin@cohenmilstein.com
prazavi@cohenmilstein.com
trichardson@cohenmilstein.com
atoric@cohenmilstein.com

/s/ Michael P. Robinson

Jonathan N. Savage, Esq. (#3081)
Michael P. Robinson, Esq. (#6306)
Edward D. Pare III, Esq. (#9698)
Savage Law Partners, LLP
564 South Water Street
Providence, RI 02903
Tel: (401) 238-8500

js@savagelawpartners.com
mrobinson@savagelawpartners.com
epare@savagelawpartners.com

FOR THE DEFENDANTS:

**Defendant,
AECOM Technical Services, Inc.,
By its Attorneys,
COZEN O'CONNOR,**

/s/ Lawrence M. Prosen

Courtney Ann Richards, Esq. (#10593)
Wendy Venoit, Esq. (#568657)
Michael Filbin, Esq. (#705341)
200 State Street, Suite 1105
Boston, MA 02109
Tel.: (617) 849-5100
Fax: (857-488-4870
crichards@cozen.com
wvenoit@cozen.com
mfilbin@cozen.com

Lawrence M. Prosen, Esq. (admitted *pro hac vice*)
1200 19th Street, NW, Suite 300
Washington, DC 20036
Tel.: (202) 304-1449
Fax: (202) 400-2715
lprosen@cozen.com

Amanda Prosek, Esq. (#7677)
Lamontagne, Spaulding & Hayes, LLP
Garden City Center
100 Midway Road Suite 15
Cranston, RI 02920
Office: (401) 270-7094
Fax: (401) 490-0555
aprosek@lshattorneys.com

**Defendant,
Aetna Bridge Company,
By its Attorneys,**

/s/ Jackson C. Parmenter

Jackson C. Parmenter, Esq. (#8396)

KELLY, SOUZA, PARMENTER & RESNICK, P.C.
128 Dorrance Street, Suite 300
Providence, RI 02903
Tel.: (401) 490-7334
jparmenter@ksplawpc.com

/s/ Jennifer C. Sheehan

Jennifer C. Sheehan, Esq. (#9545)
Hamel, Marcin, Dunn, Reardon & Shea, PC
350 Lincoln Street, Suite 1101
Hingham, MA 02043 (617) 482-0007
jsheehan@hmdrslaw.com

Defendant,
Aries Support Services, Inc.,
By its Attorneys,

/s/ John F. Kelleher

John F. Kelleher, Esq. (#3854)
Brent S. Davis, Esq. (#9081)
LaSalle & Kelleher, P.C.
One Turks Head Place
Providence, RI 02903
Tel.: (401) 421-8080, ext. 222
jkelleher@lasallekelleher.com
bdavis@lasallekelleher.com

Paul S. Callaghan, Esq. (#4931)
Higgins, Cavanagh & Cooney, LLP
10 Dorrance Street Suite 400
Providence, RI 02903
pcallaghan@hcc-law.com
Tel.: (401) 490-3921

Defendant,
Barletta Heavy Division, Inc.,
By its Attorneys,

/s/ Jeffrey R. Blease

Jeffrey R. Blease, Esq. (#675247) (admitted *pro hac vice*)
Foley & Lardner, LLP
111 Huntington Avenue, Suite 2500
Boston, Massachusetts 02199
Tel.: (617) 226-3155
jblease@foley.com

Lead Counsel for Barletta Heavy Division, Inc.

Chris D. Mellado (#1018915) (admitted *pro hac vice*)
301 E. Pine Street, Suite 1200
Orlando, FL 32801
chris.mellado@foley.com

/s/ Jeffrey B. Pine

Jeffrey B. Pine, Esq. (#2278)
Lynch & Pine
One Park Row, 5th Floor Providence, RI 02903
Tel.: (401) 274-3306
jpine@lynchpine.com

**Defendant,
Barletta/Aetna I-195 Washington
Bridge North Phase 2 JV,
By its Attorneys,**

/s/ Jeffrey R. Blease

Jeffrey R. Blease, Esq. (#675247) (admitted *pro hac vice*)
Foley & Lardner, LLP
111 Huntington Avenue, Suite 2500
Boston, Massachusetts 02199
Tel.: (617) 226-3155
jblease@foley.com

Lead Counsel for Barletta/Aetna I-195 Washington Bridge North Phase 2 JV

Chris D. Mellado, Esq. (#1018915) (admitted *pro hac vice*)
301 E. Pine Street, Suite 1200
Orlando, FL 32801
chris.mellado@foley.com

/s/ Jeffrey B. Pine

Jeffrey B. Pine, Esq. (#2278)
Lynch & Pine
One Park Row, 5th Floor
Providence, RI 02903
Tel: (401) 274-3306
jpine@lynchpine.com

Jackson C. Parmenter, Esq. (#8396)
KELLY, SOUZA, PARMENTER & RESNICK, P.C.
128 Dorrance Street, Suite 300

Providence, RI 02903
Tel.: (401) 490-7334
jparmenter@ksplawpc.com

**Defendant,
Collins Engineers, Inc.,
By its Attorneys,**

/s/ Richard M. Dighello
Richard M. Dighello, Jr., Esq. (#6733)
Updike, Kelly & Spellacy, P.C.
100 Pearl Street, 17th Floor
Hartford, CT 06123
Tel: (860) 548-2600
rdighello@uks.com

**Defendant,
Commonwealth Engineers &
Consultants, Inc.,
By its Attorneys,**

/s/ Susan M. Silva
Susan M. Silva, Esq. (#9505)
Katherine L. Kenney Esq. (*pro hac vice* granted)
Peabody & Arnold LLP
Federal Reserve Plaza
600 Atlantic Avenue
Boston, MA 02210-2261
(617) 951-2100
ssilva@peabodyarnold.com

**Defendant,
Jacobs Engineering, Inc.,
By its Attorneys,**

/s/ Michael R. Creta
Michael R. Creta, Esq. (#9535)
John C. Blessington (*admitted pro hac vice*)
K&L Gates LLP
1 Congress Street, Suite 2900
Boston, MA 02114
Tel. 617.951.9101
Fax 617.261.3175
michael.creta@klgates.com
john.blessington@klgates.com

**Defendant,
Michael Baker International, Inc.,
By its Attorneys,**

/s/ Katharine E. Kohm

Christopher C. Whitney, Esq. (#3261)
Katharine E. Kohm, Esq. (#8194)
Sheya A. Rivard, Esq. (#10714)
PIERCE ATWOOD LLP
One Citizens Plaza, 10th Floor
Providence, RI 02903
Telephone 401-490-3408
Fax 401-588-5166
cwhitney@PierceAtwood.com
kkohm@PierceAtwood.com
srivard@PierceAtwood.com

**Defendant,
PRIME AE Group, Inc.**

By its Attorneys,

/s/ Samuel E. Cote

John A. Donovan, III, Esq. (#5707)
Samuel E. Cote, Esq. (#10874)
Hayley Johnston
SLOANE AND WALSH, LLP
One Boston Place
201 Washington Street, Suite 1600
Boston, MA 02108
P: (617) 523-6010
jdonovan@sloanewalsh.com
scote@sloanewalsh.com
hjohnston@sloanewalsh.com

**Defendant,
Steere Engineering, Inc.,
By its Attorneys,**

/s/ Warren D. Hutchison

Warren D. Hutchison, Esq. (#5571)
Freeman Mathis & Gary, LLP
60 State Street, Suite 600
Boston, MA 02109
Tel.: (617) 963-5967
whutchison@fmglaw.com

**Defendant,
TranSystems Corporation,
By its Attorneys,**

/s/ Mark P. Dolan

Mark P. Dolan, Esq. (#3280)
RICE DOLAN & KERSHAW
72 Pine Street, Suite 300
Providence, RI 02903
(401) 272-8800
(401) 421-7218 (fax)
mdolan@ricedolan.com

**Defendant,
Vanasse Hangen Brustlin, Inc.,
By its Attorneys,**

/s/ Brian C. Newberry

Brian C. Newberry, Esq. (#5542)
LEWIS BRISBOIS
BISGAARD & SMITH LLP
One Citizens Plaza, Suite 1120
Providence, RI 02903
P: (401) 406-3310
F: (401) 406-3312
Brian.newberry@lewisbrisbois.com