



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT SUBPOENA - CIVIL

Plaintiff/Petitioner	Civil Action File Number
Defendant/Respondent	

<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 type="checkbox"/> Licht Judicial Complex Providence/Bristol County 250 Benefit Street Providence, Rhode Island 02903-2719 *(401) 222-3230

TO: _____
of _____.

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):

Location	Date	Time

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/ _____ Attorney for the <input type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent or <input type="checkbox"/> Plaintiff/Petitioner <input type="checkbox"/> Defendant/Respondent	Rhode Island Bar Number: <hr/> Date:
Telephone Number: _____	

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: _____
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/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.



STATE OF RHODE ISLAND JUDICIARY

SUPERIOR COURT

Plaintiff/Petitioner	Civil Action File Number
Defendant/Petitioner	

PROOF OF SERVICE	
<input type="checkbox"/> I hereby certify that on the date below I served a copy of this Subpoena on _____ personally.	
<input type="checkbox"/> I hereby certify that I was unable to make service after the following reasonable attempts: _____	
SERVICE DATE: ____/____/____ Month Day Year	SERVICE FEE \$ _____
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 _____	
<input type="checkbox"/> personally known to the notary or <input type="checkbox"/> 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. "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."

2. "Cardi", "You", and "Your" means Cardi Corporation, and its present or former employees, servants, attorneys, agents, consultants and other representatives or persons acting on its behalf under its control

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. "Project" means the means the rehabilitation, reconstruction, repair, design, inspection, maintenance, or analysis of the Washington Bridge, including all phases of work performed by Cardi or its subcontractors.

7. "Project Files" means Cardi's documents and files relating to its work on the Washington Bridge, including, but not necessarily limited to, RFPs issued by the State, Cardi's proposals, schedules, design/engineering documents, monthly progress reports, daily/weekly reports, inspection or testing reports, structural analysis and the like. For avoidance of doubt,

AECOM is not seeking any financial documentation or commercially confidential information. Also, AECOM is not currently seeking Cardi's procurement files.

8. "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.

9. The terms "regarding", "referring to", "relating to", or "concerning" shall be broadly construed to mean referring to, describing, evidencing, or constituting.

10. The terms the "State" and "State of Rhode Island", refer to the State of Rhode Island, including without limitation RIDOT, and its present or former employees, servants, attorneys, agents, consultants, and other representatives or persons acting on its behalf or under its control.

11. "Washington Bridge" means the Interstate I-195 westbound and eastbound bridge structures over the Seekonk River connecting Providence, Rhode Island and East Providence, Rhode Island.

DOCUMENT REQUESTS

1. All contracts, subcontracts, agreements, amendments, task orders, change orders and scopes of work Cardi entered into with RIDOT or the State relating to the Washington Bridge.

2. All electronic and physical Project Files in Cardi's possession, custody, or control relating to its work on the Washington Bridge, including complete Project-specific folders, subfolders, or databases.

3. Any Documents and information (*e.g.*, test data, inspection reports, structural analysis, historical records, and engineering drawings) provided by the State to Cardi in connection with its work on the Washington Bridge.

4. To the extent not included above, all Documents reflecting the status of the Washington Bridge and bridge repair progress at the time Cardi ceased work on it.

5. All Documents and Communications between Cardi and the State concerning proposed repairs to the Washington Bridge, whether or not actually implemented.

6. All Documents and Communications between Cardi and the State concerning or reflecting repairs on the Washington Bridge that were planned or initiated but not completed by Cardi due to the State's termination of the Cardi contract.

7. All design drawings, construction documents, technical reports, and related analyses prepared or received by Cardi concerning the Washington Bridge.

8. To the extent not requested above, all inspection reports, field logs, daily reports, and related Documents concerning the condition, maintenance, or repair of the Washington Bridge.

9. All Communications between Cardi and RIDOT, the State, engineering consultants, subcontractors, or other Project stakeholders relating to the Washington Bridge Project.

10. To the extent not included above, all internal Cardi Documents and Communications concerning the design, condition, maintenance, or repair of the Washington Bridge.

11. All Documents relating to Project completion, closeout, payment applications, invoices, claims, or disputes concerning Cardi's work on the Washington Bridge.

12. All settlement agreements (if any) and change orders relating to the Washington Bridge Project between Cardi and the State, and all non-privileged Documents referring or relating thereto.