



STATE OF RHODE ISLAND

**SUPERIOR COURT
 SUBPOENA - CIVIL**

Plaintiff/Petitioner St. Joseph Health Services of Rhode Island, Inc.	Civil Action File Number PC-2017-3856
Defendant/Respondent St. Joseph Health Services of Rhode Island Retirement Plan	

<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: Prospect Chartercare, LLC, c/o
of CT CORPORATION SYSTEM, 450 Veterans Memorial Pkwy, Suite 7a, East Providence, RI 02914

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
 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
61 Weybosset St, Providence, RI 02903	March 30, 2023	10:00 a.m.

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 attached Schedule A concerning both the documents requested and Rule 30(b)(6) deposition topics

Location	Date	Time
61 Weybosset St, Providence, RI 02903	March 27, 2023	1:00 p.m.

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>[Signature]</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: 7956
	Date: March 9, 2023
Telephone Number: 401-831-2700	

Issued by <input type="checkbox"/> Clerk, <input checked="" type="checkbox"/> Notary, or <input type="checkbox"/> Issuing Official pursuant to G.L. 1956 § 9-17-3	Date: March 9, 2023
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/s/ _____
 Clerk

Daria Souza Name of Notary	
<u>[Signature]</u> Signature of Notary	
Notary commission expires: 5/9/2026	
Notary identification number: 768717	
Name of Issuing Official	
Signature of Issuing Official	



STATE OF RHODE ISLAND 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

SUPERIOR COURT

Plaintiff/Petitioner	Civil Action File Number
Defendant/Petitioner	

PROOF OF SERVICE

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

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

SERVICE DATE: 3 / 13 / 23 9:24 AM SERVICE FEE \$ 45.00
Month Day Year

Signature of SHERIFF or DEPUTY SHERIFF or CONSTABLE Damany A. Collins
CONSTABLE
6065

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

- a. The word "**documents**" as used herein is meant in the broad and liberal sense and includes hand-written, typed, recorded, electronically stored, or graphic material of any kind and description, and whether a draft, copy, original, or master, including, but not limited to, e-mails, electronic versions of documents, accounts, advertisements, letters, memoranda, prospectuses, resolutions, legislation, notes of conversations, contracts, agreements, drawings, tape recordings, inter-office and intra-office memoranda, studies, working papers, corporate records, minutes of meetings, checks, diaries, diary entries, appointment books, desk calendars, photographs, transcriptions or sound recordings or any type, and documents stored on data storage modules, databases, servers, computers, tapes, discs or other memory devices, or other information retrievable from storage systems. If any document has been prepared in multiple copies which are not identical, each modified copy or non-identical copy is a separate "document." The word "**document**" also includes data compilations from which information can be obtained and translated, if necessary, by the requesting party in a reasonably usable form.
- b. The term "any" and the term "all" are intended to mean "any and all."
- c. Any word in the singular also includes the plural and vice versa.
- d. The term "**RWH**" refers to Roger Williams Hospital, formerly known as Roger Williams Medical Center.
- e. The term "**Settlement Paragraph 37**" refers to paragraph 37 of that certain Settlement Agreement dated as of December 30, 2020 among Stephen Del Sesto, Prospect Chartercare, LLC, and others, which states:

37. Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC, and the Liquidating Receiver agree that notwithstanding any other provision of this Settlement Agreement or any of the releases contemplated by this Settlement Agreement, nothing in this Settlement Agreement or such releases shall release, waive, or otherwise affect any of the following: (i) the records retention and access obligations Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC or Prospect East Holdings, Inc. under the September 24, 2013 Asset Purchase Agreement or the LLC Agreement and the course of dealing between Prospect and CCCB, SJHSRI or RWH; (ii) Prospect's obligation to cooperate with the Plan Receiver or any other Administrator of the Plan with regard to historical employment documentation necessary for the calculation of benefits or provision of other information concerning benefit or pension issues; or (iii)

the ongoing transition and wind-down matters regarding CCCB, SJHSRI, or RWH consistent with the agreements and course of dealing between CCCB, SJHSRI, RWH and the Liquidating Receiver on the one hand, and Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, Prospect Chartercare RWMC, LLC and Prospect East Holdings, Inc. on the other hand.

- f. The term “**APA § 13.7**” means section 13.7 of that certain Asset and Purchase Agreement dated as of September 14, 2013, which states:

13.7 Post-Closing Access to Information. The Parties acknowledge that, after the Closing, the Company and Sellers may each need access to information, documents or computer data in the control or possession of the other concerning the Purchased Assets, Facilities or Assumed Liabilities for purposes of concluding the Transactions and for audits, investigations, compliance with governmental requirements, regulations and requests, and the prosecution or defense of third party claims. Accordingly, the Company and the Company Subsidiaries agree that, at the sole cost and expense of Sellers, at Sellers’ request, they will make available to Sellers and their agents, independent auditors and/or Governmental Entities such documents and information as may be available relating to the Purchased Assets, Facilities and Assumed Liabilities in respect of periods prior to Closing and will permit Sellers to make copies of such documents and information. Sellers agree that, at the sole cost and expense of the Company, Sellers will make available to the Company and the Company Subsidiaries and their agents, independent auditors and/or Governmental Entities such documents and information as may be in the possession of any Sellers or their Affiliates relating to the Purchased Assets, Facilities and Assumed Liabilities in respect of periods prior to the Closing and will permit the Company and the Company Subsidiaries to make copies of such documents and information. After the Closing Date, the Company and the Company Subsidiaries (as applicable) shall retain for a period consistent with the Company’s record-retention policies and practices, those records of Sellers delivered to the Company or any Company Subsidiary.

- g. The term “**Prospect**” refers to each of Prospect Medical Holdings, Inc., Prospect East Holdings, Inc., Prospect Chartercare, LLC, Prospect Chartercare SJHSRI, LLC, and/or Prospect Chartercare RWMC, LLC.

Documents Requested

1. Any documents concerning the inception and/or policy periods of **RWH’s** workers’ compensation self-insurance program.

2. Any documents consisting of actuarial evaluations or reports concerning **RWH's** workers' compensation self-insurance program.
3. Any documents concerning the terms, limits, carriers, policy periods, policy forms (including endorsements) of, or applications for, workers' compensation insurance or excess insurance for **RWH**, including but not limited to Republic Western Insurance Company policy RSU3801265 and Midwest Employers Casualty Company's policy EWC007852.
4. For each year of **RWH's** self-insurance, any documents concerning audited or unaudited payroll information including workers' compensation code numbers, employee classifications, the number of **RWH's** employees in each classification, audited payroll amounts per classification, and manual premiums.
5. Any instructions given to persons identified in topics 1, 2, or 3 of the Rule 30(b)(6) Deposition Topics below.
6. **Prospect's** document retention policies.
7. Any documents concerning **Prospect's** destruction of records encompassed by **Settlement Paragraph 37** or **APA § 13.7**.
8. Any other documents concerning **RWH's** workers' compensation self-insurance or excess insurance that are not responsive to requests ## 1 through 7 above.

Rule 30(b)(6) Deposition Topics

1. The efforts made to search for documents responsive to the subpoena, including specifically identifying:
 - a. The places and sources searched;
 - b. The names and titles of the persons involved;
 - c. The instructions given to each such person;
 - d. The documents found by each person; and
 - e. The time spent by each person.
2. The efforts made to comply with **Settlement Paragraph 37**, including specifically identifying:
 - a. The places where documents were stored;

- b. The names and titles of the persons tasked with ensuring compliance with **Settlement Paragraph 37**;
 - c. The instructions given to each such person; and
 - d. The documents destroyed, the dates on which such documents were destroyed, and the identities of persons who decided to have the documents destroyed.
3. The efforts made to comply with **APA § 13.7**, including specifically identifying:
 - a. The places where documents were stored;
 - b. The names and titles of the persons tasked with ensuring compliance with **APA § 13.7**;
 - c. The instructions given to each such person; and
 - d. The documents destroyed, the dates on which such documents were destroyed, and the identities of persons who decided to have the documents destroyed.
4. **Prospect's** document retention policies and **Prospect's** compliance or noncompliance with such policies.