

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

ST. JOSEPH HEALTH SERVICES OF  
RHODE ISLAND, INC.

vs.

C.A. No: PC-2017-3856

ST. JOSEPH'S HEALTH PLAN OF  
RHODE ISLAND RETIREMENT PLAN,  
as amended

**ACKNOWLEDGEMENT OF SERVICE OF SUBPOENA**

On behalf of Adler Pollock & Sheehan, P.C., I hereby acknowledge good and sufficient service of the subpoena attached hereto.

Dated: January 26<sup>th</sup>, 2018.

  
William M. Dolan, Esq.  
Adler Pollock & Sheehan, P.C.  
1 Citizens Plaza – 8<sup>th</sup> Floor  
Providence, RI 02903  
(401) 274-7200



**SUPERIOR COURT**  
**SUBPOENA - CIVIL**

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

<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:** Adler Pollock & Sheehan, P.C., c/o Registered Agent for Service, John A. Tarantino, Esq.,  
 of One Citizens Plaza, 8th Floor, Providence, Rhode Island 02903

**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](mailto: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 AND PROVIDENCE PLANTATIONS

**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):

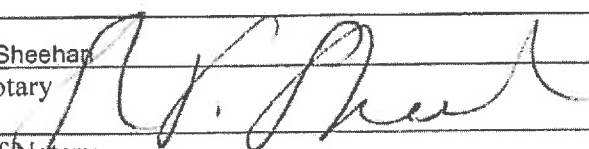
See attached Schedule A

Location	Date	Time
61 Weybosset St., Providence, RI 02903	February 14, 2018	10:00 a.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>Stephen P. Sheehan</u> 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: 4030
	Date: 1/24/2018
Telephone Number:	

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: 1/24/2018
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/s/ _____ Clerk
Stephen P. Sheehan Name of Notary
 Signature of Notary
Notary commission expires: <u>9/5/2021</u>
Notary identification number: <u>54616</u>
_____ Name of Issuing Official
_____ Signature of Issuing Official

STATE OF RHODE ISLAND AND



PROVIDENCE PLANTATIONS

**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 AND



PROVIDENCE PLANTATIONS

**SUPERIOR COURT**

<b>Plaintiff/Petitioner</b>	<b>Civil Action File Number</b>
<b>Defendant/Petitioner</b>	

**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 \$ \_\_\_\_\_

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

### Instructions

- (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.

### 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. 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 word "concerning" means anything connected, associated, related to, evidencing, or in any manner whatsoever having to do with the substance or subject matter of the information or document requested herein.
- c. The term "any" and the term "all" are intended to mean "any and all."
- d. Any word in the singular also includes the plural and vice versa.
- e. The term "Verified Petition" refers to the Petition for the Appointment of a Receiver filed in *St. Joseph Health Services of Rhode Island, Inc. v. St. Josephs Health Services of Rhode Island Retirement Plan* (PC 2017-3856).
- f. The term "Plan" refers to the St. Joseph Health Services of Rhode Island Retirement Plan and any of its versions or amendments.
- g. The term "Church Plan" is defined identically to the definition for "church plan" set forth in 29 U.S.C. §1002.
- h. The term "SJHSRI" refers to St. Joseph Health Services of Rhode Island and Our Lady of Fatima Hospital or any other entities owned or operated by St. Joseph Health Services of Rhode Island, and each of their predecessors or successors.

- i. The term "CCF" refers to CharterCARE Foundation, CharterCARE Health Partners Foundation, St. Joseph Health Services Foundation, and each of their predecessors or successors
- j. The term "CHARTERCARE" refers to CharterCARE Health Partners and CharterCARE Community Board, and each of their predecessors or successors.
- k. The term "RWH" refers to Roger Williams Medical Center and Roger Williams Hospital, and each of their predecessors or successors.
- l. The term "Prospect" refers to Prospect CharterCARE, LLC, Prospect CharterCare SJHSRI, LLC, Prospect CharterCare RWMC, LLC, Prospect East Holdings, Inc., Prospect Medical Holdings, Inc., and Prospect East Hospital Advisory Services, LLC, and each of their predecessors or successors.
- m. The term "Asset Acquisition Agreement" refers to the agreement dated as of September 24, 2013 selling the assets of SJHSRI and RWH.
- n. The term "Diocese" refers to the Diocese of Providence and any other diocese or archdiocese or component of the Catholic Church having any connection of any nature with the Plan, and each of their bishops, clergy, officers, executives, employees, agents, and designees;

#### Documents Requested

- 1. All documents concerning any analysis or inquiry as to whether or not the Plan, at any time from the institution of the Plan in 1995 to the present, was or may have been a Church Plan, including but not limited to the following:
  - a. any analysis or inquiry as to whether or not the Plan, at any time from the institution of the Plan in 1995 to the present, was or may have been a Church Plan
  - b. The extent to which SJHSRI was or is associated with or controlled by a church;
  - c. The extent to which the Plan was administered or maintained by an organization that was or is associated with or controlled by a church and that organization's principal purpose was or is the administration or funding of the Plan;
  - d. Whether SJHSRI was or is exempt from tax under 26 U.S.C. § 501; and
  - e. Whether SJHSRI was or is a private foundation under 26 U.S.C. § 501.
- 2. All documents concerning the Plan, including but not limited to

- a. all communications with Prospect concerning the Plan;
  - b. All communications with any attorneys concerning the Plan;
  - c. All communications with any consultants concerning the Plan;
  - d. all communications with the Rhode Island Attorney General concerning the Plan;
  - e. all communications with the Rhode Island Department of Health concerning the Plan;
  - f. all communications with the Rhode Island Health Planning and Accountability Advisory Council concerning the Plan;
  - g. all communications with SJHSRI concerning the Plan;
  - h. all communications with RWH concerning the Plan;
  - i. all communications with CCF concerning the Plan;
  - j. all communications with the Diocese concerning the Plan
3. All documents concerning the discussions and negotiations involving SJHSRI, RWMC, CHARTERCARE, or Prospect concerning the possible sale of the shares or assets of SJHSRI, RWH, or CHARTERCARE to Prospect, or to another entity to be nominated by Prospect, including but not limited to preliminary discussions and negotiations that culminated in the Asset Purchase Agreement;
  4. All documents submitted (inclusive of supplemental submissions and exhibits) to the Attorney General's office, the Rhode Island Department of Health, or any other agency of state or federal government, regarding the Plan or hospital conversions or mergers, including without limitation the conversion transactions approved in 2009 or 2014;
  5. All documents relating to any *cy pres* petition or matter involving SJHSRI, RWH, CCF, or CHARTERCARE, including without limitation *In re: CharterCARE Health Partners Foundation, Roger Williams Hospital, and St. Joseph Health Services of Rhode Island* (KM-2015-0035), *In re CharterCARE Health Partners* (PB-2011-6822), *Saint Joseph Health Services and Saint Joseph Health Services Foundation v. Patrick C. Lynch* (PB-2009-6693), *Roger Williams Hospital v. Patrick C. Lynch* (PB-2009-6694), and *Roger Williams Medical Center v. Patrick Lynch* (PB-2009-6695), including any reports or disclosures submitted to the Attorney General's office relating to *cy pres* matters;
  6. All documents (including accounting records) concerning transfers or dispositions of assets that are or were the subject of any *cy pres* petition;



7. All documents concerning reporting and/or accounting of dividends, profits, or losses from Prospect;
8. All documents concerning any consideration given by CHARTERCARE in return for the 15% ownership interest CHARTERCARE received in connection with the Asset Acquisition Agreement;
9. All documents concerning any consideration given by any person or entity other than CHARTERCARE in return for the 15% shareholding in prospect that CHARTERCARE received in connection with the Asset Acquisition Agreement; and
10. All documents concerning the circumstances, if any, under which any money or other assets retained or received by SJHSRI, RWH, or CHARTERCARE or any other person or entity after the Asset Acquisition Agreement will or may become available, or be required, to be paid to the Plan.