

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 Prospect Medical Holdings, Inc., I hereby acknowledge good and sufficient service of the subpoena attached hereto.

Dated: April 5, 2018



Joseph V. Cavanagh, III, Esq.
Blish & Cavanagh LLP
30 Exchange Terrace
Providence, RI 02903
(401) 331-8900
(401) 751-7542(Facsimile)
jvc3@blishcavanaghlaw.com

STATE OF RHODE ISLAND AND  PROVIDENCE PLANTATIONS

SUPERIOR COURT
SUBPOENA - CIVIL

Plaintiff/Petitioner	Civil Action File Number
St. Joseph Health Services of Rhode Island, Inc.	PC-2017-3856
Defendant/Respondent	
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: Prospect Medical Holdings, Inc., c/o Joseph Cavanagh, III, Esq.
 of Blish & Cavanagh, LLP, 30 Exchange Terrace, 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 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	April 25, 2018	10:00 a.m.

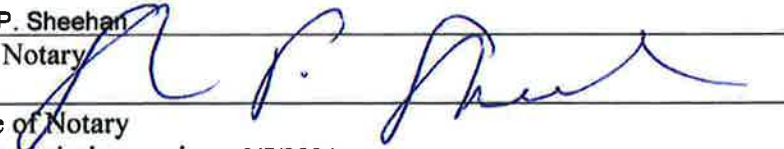
Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf and may set forth, for each person designated, the matters on which the person will testify. (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: 4/4/2018
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:
--	-------

/s/ _____
 Clerk

Stephen P. Sheehan
 Name of Notary


 Signature of Notary

Notary commission expires: 9/5/2021
 Notary identification number: 54616

 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.



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

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 "Plan" refers to the St. Joseph Health Services of Rhode Island Retirement Plan and any of its versions or amendments.
- f. The term "SJHSRI" refers to St. Joseph Health Services of Rhode Island and each of its predecessors or successors.
- g. The term "CHARTERCARE" refers to CharterCARE Health Partners and CharterCARE Community Board, and each of their predecessors or successors.
- h. The term "RWH" refers to Roger Williams Medical Center and Roger Williams Hospital, and each of their predecessors or successors.
- i. The term "Prospect" refers to Prospect Medical Holdings, Inc. and any direct or indirect subsidiary thereof, including but not limited to Prospect CharterCARE,

LLC, Prospect CharterCare SJHSRI, LLC, Prospect CharterCare RWMC, LLC, Prospect East Holdings, Inc., and Prospect East Hospital Advisory Services, LLC, and each of their predecessors or successors.

- j. 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.
- k. The term "Bishop of Providence" includes the Roman Catholic Bishop of Providence, a corporation sole; Bishop Tobin; and any individual designees of the Roman Catholic Bishop of Providence or Bishop Tobin.
- l. The term "Asset Purchase Agreement" refers to the Asset Purchase Agreement dated as of September 24, 2013, as well as any amendments, supplements, or successive agreements relating thereto.

Documents Requested

1. All documents and information to which Section 13.7 of the Asset Purchase Agreement pertains;
2. All documents concerning the negotiations that culminated in the Asset Purchase Agreement;
3. All documents concerning Prospect's potential liabilities under or in connection with the Plan, including but not limited to any possible reserve therefor;
4. All documents concerning SJHSRI's potential liabilities under or in connection with the Plan, including but not limited to any possible reserve therefor;
5. All documents concerning the unfunded liabilities of the Plan or of SJHSRI with respect to the Plan, including but not limited to analyses prepared by or on behalf of Prospect;
6. All documents concerning the status or qualification *vel non* of the Plan as a church plan;
7. All documents concerning communications (including correspondence, notes of conversations, and directives) to or from the Bishop of Providence (or his designees or agents) or the Diocese (or its designees or agents) concerning the management, administration, governance, finances, or Catholicity of SJHSRI;
8. All documents concerning communications (including correspondence, notes of conversations, and directives) to or from the Bishop of Providence (or his designees or agents) or the Diocese (or its designees or agents) concerning the management, administration, governance, or finances of the Plan;
9. All documents relating to reporting and/or accounting of profits from Prospect CharterCARE;
10. All documents concerning any consideration given by CHARTERCARE in connection with the Asset Purchase Agreement dated as of September 24, 2013, other than the transfer of assets by owned by RWH, SJHSRI, or any other of CHARTERCARE's subsidiaries;
11. All documents concerning any consideration received by CHARTERCARE in connection with the Asset Purchase Agreement dated as of September 24, 2013;
12. All documents concerning CHARTERCARE's receipt of 15% of the shares of Prospect CharterCARE, including but not limited to the consideration therefor, or why CHARTERCARE was designated, selected, or entitled to receive such an interest;

- 13.** All documents concerning the purchase price, valuation, or allocation of the purchase price for specific assets sold or otherwise transferred under the Asset Purchase Agreement, including but not limited to the "Allocation" referred to in section 2.11 of the Asset Purchase Agreement;
- 14.** All documents concerning whether the assets of SJHSRI, RWH and CharterCARE Community Board may become available to contribute to or assist with the Plan;
- 15.** All document concerning the other possible or actual disposition of the assets of SJHSRI, RWH and CharterCARE Community Board;
- 16.** All documents concerning any possible source of additional funds for the Plan, including but not limited to documents identifying such additional funds and any projections of additional funds; and
- 17.** All other documents concerning the Plan.