

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

THE COMMITTEE OF 100 ON THE FEDERAL CITY)	
)	
Plaintiff)	
v.)	
)	Case No. 1:14-01903 CRC
ANTHONY FOXX, Secretary of Transportation, et al.)	
)	
Defendants)	
)	

EXHIBIT 1 TO PLAINTIFF’S FIRST SUBPOENA ON CSX TRANSPORTATION

DEFINITIONS

A. The term “document” is defined in its broad sense to include, by way of illustration only and not by way of limitation, the following items, whether printed or reproduced by any process or written, and/or produced by hand, and whether or not claimed to be privileged or otherwise excludable from discovery, namely: notes, correspondence, communications of any nature, telegrams, memoranda, notebooks of any character, summaries or records of telephone conversations, summaries or records of personal conversations, diaries, routing slips or publications, invoices, specifications, shipping papers, purchase orders, shop drawings, charts, plans, drawings, photographs, artist drawings, sketches, blueprints, minutes or records of meetings, reports and/or summaries of interviews, reports and/or summaries of investigations, opinions or reports of consultants’ forecasts, opinions of counsel, agreements and contracts (including all modifications and/or revisions thereof), reports and/or summaries of negotiations, brochures, pamphlets, advertisements, advertising layouts, circularies, trade letters, press releases, drafts of any document and revisions of drafts of any document. Any document bearing on any sheet or side thereof any marks, including by way of illustration only and not by way of limitation, initials, stamped indicia, comments or notations, of any character not a part of the original text or any reproduction thereof, is to be considered a separate document for purposes of this subpoena.

B. The word “communication” or “communications” shall mean all written, electronic or tangible record from any meetings, agreements, memoranda of understanding, memoranda, letters of intent interviews, conversations, conferences, discussions, correspondence, messages, telefax, electronic mail, social media, twitter, Facebook, LinkedIn, instant messaging, text messaging, telephone conversations, and all oral, written and electronic expressions (video, digital or audio recordings) or other occurrences whereby thoughts, opinions, information or data are recorded by one person or transmitted between two or more persons.

C. The District of Columbia means the government of the District of Columbia, including elected or appointed officials (e.g. the Mayor, City Manager, Agency heads, City Council members, Area Neighborhood Commissioners), and all agencies, boards and commissions, and all employees or officers, representatives, agents, consultants, contractors and subcontractors thereof.

D. CSX Transportation, Inc. or CSXT refers to CSX Transportation, Inc. and all subsidiaries, agents, representatives, contractors and subcontractors of CSX Transportation, Inc. It also refers to any trade or industry organizations advocating on behalf of, or for the benefit of (among others) CSX Transportation, Inc.

E. Units of time are to be calculated pursuant to the Federal Rules of Civil Procedure, Rule 6.

F. All documents are to be produced in electronic format (where practical) or hard copy to the attention of Les Alderman, Alderman Devorsetz & Hora PLLC – 1025 Connecticut Avenue NW, Washington D.C. 20008.

G. Documents that were included in, or as exhibits to the Final Environmental Impact Statement issued for the Virginia Avenue Tunnel Expansion Project are not required to be produced in response to this Subpoena.

H. Unless otherwise indicated the documents should be produced within 20 days from the date of service.

DOCUMENTS TO BE PRODUCED

- 1) The agreement between CSX Transportation, Inc. (CSXT) and the District of Columbia dated July 26, 2010, referenced in the first “Whereas” clause on page 2 of Exhibit 2 (including all drafts, supplements, amendments and modifications thereto). **Produce within 10 days.**
- 2) All documents that refer or relate to the document listed in paragraph 1, *supra*.
- 3) All documents relating to “agreements to implement the terms” of the August 23, 2010 agreement (attached as Exhibit 2), as described in the last “Whereas” paragraph on page 1 of the August 23, 2010 agreement.

- 4) All documents, including drafts, related to the District of Columbia's support for "legislative efforts to secure federal funding for the National Gateway Initiative," as referenced in Article II (A) of Exhibit 2.
- 5) All documents referring or relating to the TIGER II grant application that the District of Columbia was required to submit and that was to include funding for the CSXT Virginia Avenue Tunnel Expansion Project, as referenced in Article II (B) of Exhibit 2. **Produce within 10 days.**
- 6) All documents referring or relating to the "CSXT Credit" referenced in Article III (A) of the attached Exhibit 2. **Produce within 10 days.**
- 7) All communications between the District of Columbia (or any agency thereof), and CSXT referring or relating to the disposition of the "CSXT Credit" referenced in Article III (A) of the attached Exhibit 2. **Produce within 10 days.**
- 8) All documents that describe the permits, licenses, conditions, and easements that would/may be needed for the Virginia Avenue Tunnel expansion project, and all modifications, amendments or supplements associated with such listing, as referenced in Article III (E) of Exhibit 2.
- 9) All agreements between CSXT and Parsons Brinckerhoff (or any joint venture to which Parsons Brinckerhoff was a party) associated with any aspect of the Virginia Avenue Tunnel expansion project, including but not limited to the Environmental Impact Statement, planning, design, and construction.
- 10) All agreements between CSXT and Parsons Corp. (or any joint venture to which Parsons Corp. was a party) associated with any aspect of the Virginia Avenue

Tunnel expansion project, including but not limited to the Environmental Impact Statement, planning, design, and construction.

- 11) All agreements between CSXT and Clark Construction (or any joint venture to which Clark Construction was a party) associated with any aspect of the Virginia Avenue Tunnel expansion project, including but not limited to the Environmental Impact Statement, planning, design, and construction.
- 12) All agreements between CSXT and any contractor or subcontractor associated with any aspect of the Virginia Avenue Tunnel expansion project, including but not limited to the Environmental Impact Statement, planning, design, and construction.
- 13) Any and all documents identifying the fees and charges to be paid by CSXT to the District of Columbia, in connection with the Virginia Avenue Tunnel Expansion Project, as described in Exhibit 3. **Produce within 10 days.**
- 14) All documents referring or relating to the obligations of CSXT, the District of Columbia, and the District of Columbia Water and Sewer Authority to each fund a portion of the cost of lining the 11th Street SE sewer, and any payments made pursuant to those obligations. **Produce within 10 days.**
- 15) Any and all documents associated with CSXT's decision whether to extend the Virginia Avenue Tunnel to 12th Street, as described in Exhibit 3.
- 16) The "11th Street Bridge and Virginia Avenue Tunnel Projects Joint Cooperation and Development Agreement" as referenced in Exhibit 3, including all final versions, intermediate drafts, supplements and amendments thereto. **Produce within 10 days.**

- 17) All documents that refer or relate to the “11th Street Bridge and Virginia Avenue Tunnel Projects Joint Cooperation and Development Agreement” identified in paragraph 16, *supra*.
- 18) All documents associated with CSXT’s grant (or proposed or planned grant) to the District of Columbia of an easement over the “Parkside Pedestrian Bridge” as referenced in the attached Exhibit 3. **Produce within 10 days.**
- 19) All documents associated with CSXT’s grant (or proposed or planned grant) of an easement to the District of Columbia over the “District the Anacostia Pedestrian Bridge (East)” as referenced in the attached Exhibit 3. **Produce within 10 days.**
- 20) All documents referring or relating to CSXT and the District of Columbia’s communications, negotiations, agreements, proposals relating to Shepherd’s Branch. **Produce within 10 days.**
- 21) All documents associated with any confirmation on the part of the District of Columbia, or any agency or body thereof, of CSXT's easement rights in and around Virginia Avenue, as referenced in Exhibit 3.
- 22) The “2010 MOA” referenced in Exhibit 3, including all drafts, amendments, and supplements thereto. **Produce within 10 days.**
- 23) All documents that refer or relate to the process by which “contributions made by CSXT under the 2010 MOA” (giving those terms the meanings intended in the document attached as Exhibit 3) were to be credited against fees and other charges the District may/will charge CSXT in connection with the Virginia Avenue Tunnel Project. **Produce within 10 days.**
- 24) All documents referring or relating to any “contributions made by CSXT under

the 2010 MOA” (giving those terms the meanings intended in the document attached as Exhibit 3) in connection with the Virginia Avenue Tunnel Project.

Produce within 10 days.

25) All documents that refer or relate to “the dispositions of ancillary property rights around Virginia Avenue and the Franklin Bridge easement contemplated by the 2010 MOA,” as referenced in Exhibit 3. **Produce within 10 days.**

26) All documents between CSXT and any member of the D.C. Council pertaining to the Virginia Avenue Tunnel from January 1, 2005 and continuing until the final disposition of the above-captioned litigation. **Produce within 10 days.**

27) All documents between CSXT and the District of Columbia (or any Agency, employee, officer, elected official, representative, agent or contractor thereof) pertaining to the Virginia Avenue Tunnel from January 1, 2005 and continuing until the final disposition of the above-captioned litigation. **Produce within 10 days.**

Dated: December 11, 2014

Respectfully Submitted,



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