

Exhibit 1



McDonald Hopkins PLC
39533 Woodward Avenue
Suite 318
Bloomfield Hills, MI 48304
P 1.248.646.5070
F 1.248.646.5075

James J. Boutrous II
Direct Dial: 248-220-1355
E-mail: jboutrous@mcdonaldhopkins.com

February 27, 2020

VIA FEDERAL EXPRESS AND HAND DELIVERY

Office of the Chief Counsel
600 Independence Avenue, SW
Washington, DC 20591

RE: *Lintech Global, Inc. v. CAN Softtech, Inc. and Swapna Reddygari*
Case No. 19-cv-11600

Dear Sir/Madam:

Enclosed you will find a Subpoena to Produce Documents, Information, or Objections or to Permit Inspection of Premises in a Civil Action in the above-entitled matter.

If you have any questions, please do not hesitate to call.

Very truly yours,



James J. Boutrous II

JJB/kl

Enclosure

cc: Michael P. Hindelang, Esq. – *Via Email*
Andrew M. Pauwels, Esq. – *Via Email*
Laura E. Biery, Esq. – *Via Email*

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

LinTech Global, Inc.

Plaintiff

v.

CAN Softech, Inc. and Swapna Reddygari

Defendant

Civil Action No. 2:19-cv-11600

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

Office of the Chief Counsel, 600 Independence Avenue, SW, Washington DC 20591

To:

(Name of person to whom this subpoena is directed)

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: Please see Exhibit A

Table with 2 columns: Place (4800 Mark Center Dr Suite 09WG25 Alexandria, VA 22350) and Date and Time (03/11/2020 10:36 am)

Inspection of Premises: YOU ARE COMMANDED to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Table with 2 columns: Place and Date and Time (empty)

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 02/27/2020

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing LinTech Global, Inc Plaintiff, who issues or requests this subpoena, are: James Boutrous II, Mcdonald Hopkins PLC, 39533 Woodward Ave., Suite 318, Bloomfield Hills, MI 48304; jboutrous@mcdonaldhopkins.com; (248) 220-1355

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

AO 88B (Rev. 02/14) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (Page 2)

Civil Action No. 2:19-cv-11600

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

I returned the subpoena unexecuted because: _____
_____.

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) Appearance Not Required. A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) Objections. A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

(i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.

(ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) When Required. On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) When Permitted. To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) Specifying Conditions as an Alternative. In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) Documents. A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) Form for Producing Electronically Stored Information Not Specified. If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) Electronically Stored Information Produced in Only One Form. The person responding need not produce the same electronically stored information in more than one form.

(D) Inaccessible Electronically Stored Information. The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) Information Withheld. A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) Information Produced. If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

LINTECH GLOBAL, INC.,

Plaintiff,

vs.

Case No. 2:19-cv-11600

Hon. Linda V. Parker

CAN SOFTTECH, INC.
SWAPNA REDDYGARI,

Defendants.

**EXHIBIT A TO SUBPOENA DIRECTED TO THE FEDERAL AVIATION
ADMINISTRATION**

DEFINITIONS

1. The term “document” is used in its customary broad sense and includes, without limitation, the original, drafts, and all copies (carbon, photocopy, photographic, microfilm, electromagnetic storage media, or otherwise) of any recordings or storage of E-mail messages, electronic mail system messages, text messaging, SMS messages or other electronic communications; along with press releases, capabilities statements, brochures, federal bid proposals, cost estimates, written contracts and agreements, records of any discussions at meetings or in telephone conferences, standard federal forms, memoranda of understanding, federal registrations, federal certifications, communications with the Small Business Administration, (SBA), business cards, travel tickets, lodging confirmations, food and/or drink receipts, entertainment receipts, customer lists, customer inquiries, price estimates, price proposals, resumes, letters, correspondence, books, journals, ledgers, working papers, invoices, contracts, purchase orders, estimates, reports, memoranda, opinions, recordings, notes, minutes, organizational charts, resumes, photographs, data compilations, assignments, contracts,

agreements, licenses, written justifications supporting decisions, reports to managers, invoices, task orders, and files; all other handwritten, typed, printed, or otherwise visually or orally reproduced materials; and any tangible object other than a document, and includes software, computer disks and tapes, videotapes, and audiotapes.

2. Communication. The term “communication” means the transmittal of information or anything else (whether facts, ideas, comments, inquiries, or otherwise) in any medium – oral, written, recorded, or otherwise.

3. Relating to or related to. The phrases “relating to” or “related to” shall be defined expansively, including information or documentation that supports, evidences, describes, mentions, refers to, reveals, contradicts, or comprises, in whole or in part, the scope of the interrogatory.

4. Possession, custody, or control. The phrase “possession, custody, or control” includes the joint or several possession, custody, or control not only by you, to whom the these Interrogatories are addressed, but also the joint or several possession, custody or control by any other person acting or purporting to act on your behalf, whether as an employee, attorney, agent, sponsor, spokesperson, or otherwise.

5. LinTech. The term “Plaintiff” or “LinTech” means Plaintiff, LinTech Global, Inc.

6. Reddygari. The term “Reddygari” means Defendant Swapna Reddygari, and her agents, representatives and/or attorneys.

7. CAN. The term “CAN” means Defendant, CAN Softtech, Inc.

8. P3. The term “P3” means P3 Solutions, LLC.

9. LinTech FAA Contract. The term “LinTech FAA Contract” means the Federal Aviation Administration (FAA) Designee Management System program project prime contract between the FAA and LinTech, Contract No. DTFAWA11A-00256, including FAA DMS Task Order DTFAWA11A-00256-0002.

10. FAA CAN Contract. The term “FAA CAN Contract” refers to the contract between CAN and the FAA that was awarded on or about May 14, 2019, Award ID: 692M1519C00009 and any task orders issued under this contract.

11. The term “Litigation” refers to the above captioned matter.

12. The term “You” refers to the Federal Aviation Administration.

DOCUMENTS REQUESTED

1. All Documents and Correspondence between the FAA and CAN relating to or referring to the pursuit of and subsequent award of the FAA CAN Contract.

2. All Documents and Correspondence between the FAA and Reddygari relating to or referring to the pursuit of and subsequent award of the FAA CAN Contract.

3. All Documents and Correspondence between the FAA and the P3 relating to or referring to the pursuit of and subsequent award of the FAA CAN Contract.

4. All FAA Documents and Correspondence supporting the award of the FAA CAN Contract.

5. All Documents and Correspondence from CAN and Reddygari referring or relating to the Litigation.

6. The executed FAA CAN Contract and all task orders issued under the FAA CAN Contract and copies of all drafts of the same.

7. All Documents and Correspondence supporting the FAA's decision not to extend the LinTech FAA Contract between the FAA and LinTech.

8. All documents submitted to the FAA by CAN to evidence compliance with Limitations of Subcontracting, FAA AMS Clause 3.6.1-7(a), including certified payrolls.

9. FAA Source Selection Plan relating to the FAA CAN Contract.

10. Independent Government Cost Estimate (IGCE) regarding and/or supporting the FAA CAN Contract, including:

- All representations and warranties submitted by CAN regarding Independent Price Determination pursuant to AMS Provision 3.2.5-2, "Independent Price Determination relating to the FAA CAN Contract:
- All Documents provided by the FAA to CAN regarding the IGCE; and
- All Correspondence between FAA and CAN relating to the IGCE.

11. All public solicitation and award notices relating to or referring to the award of the FAA CAN Contract.

12. A full copy of CAN's proposal submitted to the FAA for which the FAA CAN Contract was awarded.

13. Any and all Conflict of Interest disclosures made by Reddygari and CAN, provided to FAA.

14. All Communications between the FAA and the U.S. Small Business Administration (SBA) regarding or relating to the sole source award of the FAA CAN Contract.

15. A copy of the Certificate of Independent Price Determination submitted by CAN to the FAA to support the FAA CAN Contract pursuant to FAA regulation AMS 3.2.5-2 Independent Price Determination

16. All resumes submitted to the FAA by CAN to support the FAA CAN Contract award and CAN's proposal related thereto.

17. Justification for FAA decision to compete the FAA CAN Contract under a SAP – Simplified Acquisition.

18. Justification of FAA to engage in a non-competitive acquisition as a single source award to CAN, including documentation reflecting the efforts undertaken to (i) find additional sources and (ii) revise the requirement to enable other sources to compete.

19. Copy of the FAA Final Source Selection Decision regarding the FAA CAN Contract.

20. All other FAA written determinations and findings, justifications and approvals supporting the award of the FAA CAN contract.

21. All documents and information submitted by CAN to support compliance with E-Verify under the FAA CAN Contract.

22. All text, email, SMS and other communications between Swapna and Yezzo, Christine (FAA) between January 2019 and July 2019 on both personal and business phones.

23. All text, correspondence, SMS and other communications between Linda Nevarro and Reddygari between May 1, 2019 and May 14, 2019 regarding pricing and any other matters relating to the contemplated FAA CAN Contract generated from both personal and business phones.

24. All text, correspondence, SMS and other communications between Mark Perraut and Reddygari between January 2019 and May 14, 2019 regarding pricing and any other matters relating to the contemplated FAA CAN Contract generated from both personal and business phones.

25. All Documents reflecting records of meetings between Reddygari and any other employee of CAN and FAA personnel referring to or regarding the anticipated FAA CAN contract with the FAA.