

APPENDIX III

INSTRUCTIONS FOR SERVICE OF SUBPOENA

Subpoena Types:

1. **Subpoena To Testify, requiring a person to testify in Court as a witness**
2. **Subpoena For Records, requiring documents, paper, or writing to be brought to Court**
3. **Information Subpoena, requiring specifically requested information be provided**

Methods of Service

A *Subpoena to Testify* or a *Subpoena for Records* is generally served on an individual by personal (in hand) delivery.¹⁰ To serve an individual with a subpoena, under certain circumstances it may be appropriate to use an **alternate method** of service such as “Substituted Service” or “Conspicuous Service.”

“Substituted Service” is the personal service of the Subpoena on someone other than the person who is being subpoenaed (the witness) at the actual place of business or place of residence of the witness. The server must then mail a copy of the Subpoena to the witness by first class mail to the actual place of business or place of residence of the witness. Mark the envelope “Personal and Confidential.”

“Conspicuous Service” is the service of the subpoena by leaving it at the residence or place of business of the witness. Prior to leaving the Subpoena, the server must make at least two attempts. If the attempts are unsuccessful, on the third try the Subpoena may be taped to the door, and a copy must be mailed to the residence of the witness by first class mail. Mark the envelope “Personal and Confidential.”

An *Information Subpoena* is **generally** served by Certified or Registered Mail, Return Receipt Requested, or it may **alternatively** be served by personal delivery or by using the “Substituted Service” or “Conspicuous Service” method.

Who May Serve a Subpoena

Anyone NOT A PARTY to the action, who is over the age of 18 and not a Police Officer, may serve the Subpoena.

Proof of Service

The person who serves the *Subpoena to Testify* or the *Subpoena for Records* must fill out an Affidavit of Service and have it notarized.

Fees for Service

When served with a *Subpoena to Testify* or a *Subpoena for Records*, the witness must be paid a witness fee of \$15.00 per day. If the witness served outside the City of New York s/he shall also be paid 23 cents per mile to the place of attendance, from the place where s/he was served, and return. The fee must be paid a reasonable amount of time *before* the scheduled date. Nonpayment of the witness fee voids the duty to appear.

NOTE: Please consult with local courts for more detailed service procedures. The Civil Court system of New York City also has the following website with guidelines on subpoena service:

<http://www.nycourts.gov/courts/nyc/smallclaims/forms/instructionsservicesubpoena.pdf>

¹⁰For service on a corporation or partnership, see the Clerk.

APPENDIX IV

SAMPLE LETTER TEMPLATES

SAMPLE COMPLAINT LETTER

Date

Client's Name

Address (home or business)

City, State, Zip Code

Daytime Telephone Number (optional)

CERTIFIED MAIL

Name

Title of Person Who Has Authority to Solve the Problem

Business Name

Address

Dear Mr./Ms.: (or "Dear Sir/Madam:" if full name or gender unknown or "Greetings:")

I. FACTUAL BACKGROUND

0. Facts about Dispute

0. Date goods or services were purchased;
1. Description of dispute, goods, services, etc.;
2. Names and titles of persons who assisted and dealt with client;
3. How much client paid for goods and services and how the payment

was made (reference check or money order by number);

4. Refer to any writing which shows facts to be true (contract, bill of sale, police report, repair bills, canceled check).

1. The Problem

0. Describe specifically why full value was not received;
1. Document the damage incurred;
2. Explain dissatisfaction with good or service.

2. Resolution attempts to date

0. List all visits to store, service call, telephone calls, previous letters, etc.
1. Describe each contact in detail--name of persons, content of conversation, result

of contact, etc.

II. RESOLUTION DESIRED

0. Plainly state whether refund, replacement or repair is desired;
1. Give time period to remedy problem or contact client (be reasonable -- 10

business days for local store, 20 business days for manufacturer.

III. THREAT OF FUTURE ACTION