



## AlaFile E-Notice

01-CV-2009-902547.00

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# NOTICE OF ELECTRONIC FILING

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IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF IRONDALE v. COMMUNITY HEALTH SYSTEMS, INC. ET AL  
01-CV-2009-902547.00

The following complaint was FILED on 8/7/2009 12:27:35 PM

Notice Date: 8/7/2009 12:27:35 PM

**ANNE-MARIE ADAMS**  
**CIRCUIT COURT CLERK**  
JEFFERSON COUNTY, ALABAMA  
JEFFERSON COUNTY, ALABAMA  
BIRMINGHAM, AL 35203

205-325-5355  
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**COVER SHEET  
CIRCUIT COURT - CIVIL CASE**

(Not For Domestic Relations Cases)

Case Number:  
**01-CV-200**

Date of Filing:  
08/07/2009



ELECTRONICALLY FILED  
8/7/2009 12:27 PM  
CV-2009-902547.00  
CIRCUIT COURT OF  
JEFFERSON COUNTY, ALABAMA  
ANNE-MARIE ADAMS, CLERK

**GENERAL INFORMATION**

**IN THE CIRCUIT OF JEFFERSON COUNTY, ALABAMA  
CITY OF IRONDALE v. COMMUNITY HEALTH SYSTEMS, INC. ET AL**

**First Plaintiff:**  Business  Individual  Government  Other  
**First Defendant:**  Business  Individual  Government  Other

**NATURE OF SUIT:**

**TORTS: PERSONAL INJURY**

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonnes
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: \_\_\_\_\_

**OTHER CIVIL FILINGS (cont'd)**

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP-Contempt of Court
- CONT-Contract/Ejectment/Writ of Seizure
- TOCN - Conversion
- EQND- Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division
- CVUD-Eviction Appeal/Unlawful Detainer
- FORJ-Foreign Judgment
- FORF-Fruits of Crime Forfeiture
- MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB-Protection From Abuse
- FELA-Railroad/Seaman (FELA)
- RPRO-Real Property
- WTEG-Will/Trust/Estate/Guardianship/Conservatorship
- COMP-Workers' Compensation
- CVXX-Miscellaneous Circuit Civil Case

**TORTS: PERSONAL INJURY**

- TOPE - Personal Property
- TORE - Real Property

**OTHER CIVIL FILINGS**

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Services

**ORIGIN:** F  **INITIAL FILING**      A  **APPEAL FROM DISTRICT COURT**      O  **OTHER**  
R  **REMANDED**      T  **TRANSFERRED FROM OTHER CIRCUIT COURT** \_\_\_\_\_

**HAS JURY TRIAL BEEN DEMANDED?**  Yes  No

**RELIEF REQUESTED:**  **MONETARY AWARD REQUESTED**  **NO MONETARY AWARD REQUESTED**

**ATTORNEY CODE:** COR010      8/7/2009 12:19:08 PM      /s ERNEST CORY

**MEDIATION REQUESTED:**  Yes  No  **Undecided**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY  
INCORPORATED MUNICIPALITY,** )  
)  
)  
**Plaintiff,** )  
)  
)  
v. )

**CASE NO.:** \_\_\_\_\_

**COMMUNITY HEALTH SYSTEMS, INCORPORATED; AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM; AFFINITY HEALTH SYSTEMS, LLC; DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; AND Fictitious Party Defendants No. 1, being those persons or entities who or which are the successors in interest of any named defendant in this action; No. 2, being those persons or entities who conspired with the named defendants to abandon the pursuit of constructing a hospital facility in Irondale as set out more specifically within this complaint; No. 3, being those persons entities who interfered with the business relations and/or contract between Irondale and the Trinity Defendants as set out in this complaint; No. 4, being those persons or entities who or which are the predecessors in interest of any named defendant in this action. Plaintiff avers that the identities of the Fictitious Party Defendants are otherwise unknown to the Plaintiff at this time, their identities as proper Party Defendants are not known to Plaintiff at this time but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained,** )  
)  
**Defendants.** )

**COMPLAINT**

COMES NOW the Plaintiff, by and through its undersigned counsel and makes this complaint against the named and fictitious Defendants and further alleges and states as follows:

**PARTIES**

1. Plaintiff, City of Irondale (hereinafter “Irondale”) is a municipality duly incorporated under the laws of the State of Alabama and located within Jefferson County, Alabama.

2. Defendant, Community Health Systems, Inc. (hereinafter “Community Health”), is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in Brentwood, Tennessee. Community Health is the parent corporation of Affinity Hospital, LLC, d/b/a Trinity Medical Center of Birmingham and Affinity Health Systems, LLC.

3. Defendant, Affinity Hospital, LLC, d/b/a Trinity Medical Center of Birmingham (“Trinity”), is a Delaware Limited Liability Company, with its principal place of business in Plano, Texas. Trinity is currently a wholly owned subsidiary of Community Health. Trinity, formerly known and operating as Montclair Baptist, operates a hospital facility (hereinafter “Existing Hospital”) in the city of Birmingham located on Montclair Road.

4. Defendant, Affinity Health Systems, LLC (“Affinity Health”) is a Delaware Limited Liability Company, with its principal place of business in Plano, Texas. Affinity Health is currently a wholly owned subsidiary of Community Health.

5. Defendant, Daniel Corporation, is a domestic corporation, organized and existing under the laws of the State of Alabama, with its principal place of business in Birmingham, Alabama.

6. Defendant, Daniel Realty Company, LLC is an Alabama Limited Liability Company, with its principal place of business in Birmingham, Alabama and is an affiliated entity of Daniel Corporation.

7. Defendant, LAKD Land Holdings, LLC is a Delaware Limited Liability Company, with its principal place of business in Birmingham, Alabama and is an affiliated entity of Daniel Realty Company, LLC.

8. Defendant, LAKD HQ, LLC is a Delaware Limited Liability Company, with its principal place of business in Birmingham, Alabama and is an affiliated entity of Daniel Realty Company, LLC.

9. Defendant, LAKD Distribution, LLC is a Delaware Limited Liability Company, with its principal place of business in Birmingham, Alabama and is an affiliated entity of Daniel Realty Company, LLC.

10. Defendant, LAKD Investments, LLC is a Delaware Limited Liability Company, with its principal place of business in Birmingham, Alabama and is an affiliated entity of Daniel Realty Company, LLC.

11. Defendants, Community Health, Affinity Hospital, LLC and Affinity Health Systems, LLC are collectively referred to as the “Trinity Defendants.”

12. Defendants, Daniel Corporation, Daniel Realty Company, LLC, LAKD Land Holdings, LLC, LAKD HQ, LLC, LAKD Distribution, LLC and LAKD Investments, LLC are collectively referred to as the “Daniel Defendants.”

13. The fictitiously described Defendants No. 1 through 4 are otherwise unknown to the plaintiff at this time or if their names are known to the plaintiff at this time, their identity as proper party defendants are not known to the plaintiff but whose true and correct names will be substituted by amendment when the aforesaid lacking information is ascertained.

### **FACTUAL ALLEGATIONS**

14. Prior to April 12, 2005, Baptist Health Systems (“Baptist Health”) owned and operated a hospital facility in the City of Birmingham known as Montclair Baptist Medical Center (“Montclair Baptist”).

15. On or about April 12, 2005, Baptist Health and Triad Hospitals, Inc. (“Triad Hospitals”) issued a letter of intent to form a joint venture for the purpose of replacing and relocating Montclair Baptist (“Existing Hospital”) to another suitable location in Jefferson County, AL (“Replacement Hospital”). The agreement was consummated on or about October 1, 2005. The joint venture resulted in the formation of Affinity Health System, LLC and two subsidiaries, Affinity Hospital, LLC d/b/a Montclair Baptist and Affinity Physician Services, LLC, a physician’s group (collectively “Affinity”). Under the joint venture agreement, Triad Hospitals acquired a 65% ownership interest in Montclair Baptist and Baptist Health retained a 35% ownership interest in Montclair Baptist. However, each organization received 50% responsibility for corporate governance.

16. In the Spring of 2005, Affinity approached the City of Irondale for assistance in locating a suitable parcel of real estate to relocate the Existing Hospital and construct a Replacement Hospital in Irondale.

17. On or about October 25, 2005, Affinity filed a Letter of Intent with the State Health Planning and Development Agency (hereinafter “SHPDA”) to replace and relocate the Existing Hospital to another location in Jefferson County.

18. On or about February 15, 2006, the Mayor of Irondale, Tommy Joe Alexander, and others, met with the Governor of Alabama, Bob Riley, to discuss the potential purchase of approximately 154 acres of land owned by the State of Alabama located in Irondale (“Irondale Replacement Site”) to allow Affinity to construct and operate the Replacement Hospital.

19. On or about May 1, 2006, Affinity filed an updated Letter of Intent with the SHPDA.

20. On or about May 3, 2006, Montclair Baptist announced its name change to Trinity Medical Center (“Trinity”).

21. On or about November 3, 2006, Affinity filed an application for a Certificate of Need with the SHPDA requesting approval to abandon the Existing Hospital to construct a new 424-bed Replacement Hospital proximate to Grants Mill Road in Irondale.

22. Prior to filing the November 3, 2006, application for a Certificate of Need, Affinity had been considering a number of different locations in Jefferson County for the Replacement Hospital. Trinity had considered the abandoned 280 HealthSouth Hospital as well as other locations in Irondale, Vestavia Hills, and Birmingham.

23. In its November 3, 2006, application for a Certificate of Need, Trinity estimated that the proposed Irondale Replacement Hospital would generate approximately \$6,200,000 in local sales and ad valorem taxes, \$1,500,000 in state taxes, and \$9,500,000 in federal taxes annually. Trinity expected to pay \$105,000,000 in salary and wages and to purchase an estimated \$131,000,000 in supplies, products, and services from local vendors. Additionally, Trinity estimated that the City of Irondale would receive \$10,000,000 in tax revenue on construction materials, equipment, and initial supplies.

24. Irondale received and relied on these projections to assess the viability of the proposed Replacement Hospital at the Irondale Replacement Site and its economic impact to the City of Irondale.

25. On or about November 9, 2006, SHPDA declared that the Certificate of Need application was complete and issued a Review Schedule pursuant to SHPDA Rule 410-1-7-.08.

26. According to the Birmingham News, on or about November 18, 2006, Vicki Briggs, CEO of Trinity Medical Center, justified Trinity’s chosen site in Irondale when she

stated, “Something that’s very important to understand is that 80 percent of our patients come outside the City of Birmingham. We serve 87 different zip codes. We want to place it where all the patients we serve have access to it.”

27. On or about November 26, 2006, the City Council of Birmingham adopted a resolution opposing Trinity’s request to abandon the Existing Hospital and relocate to Irondale.

28. The resolution provided, in part, that the “Birmingham City Council urges Triad Hospitals, Inc., and the management of Trinity Medical Center to withdraw the current Certificate of Need application to locate the facility to another site and to continue its health related ministry for the benefit of all citizens within the Birmingham metropolitan area.”

29. As a result of the City of Birmingham resolution, Trinity officials agreed to give Birmingham a 45-day extension to find a suitable location for the Replacement Hospital in the City of Birmingham.

30. According to the Birmingham News, on or about November 28, 2006, Vicki Briggs, in response to the City of Birmingham’s resolution stated, “We are not leaving Birmingham because of negative reasons, we are potentially leaving Birmingham because of the opportunities to be in a location that better serves our patients.”

31. According to the Birmingham News, on or about December 28, 2006, Vicki Briggs announced that Trinity was moving forward with plans of acquiring land from the City of Irondale for the Replacement Hospital despite Brookwood Medical Center’s (“Brookwood”) objection to Trinity’s Certificate of Need application relating to the proposed re-location. She stated, “Eventually, we’ll get through the process,” obtain a CON and build the Replacement Hospital in Irondale. “We’re only moving five miles from our current location. The majority of

our patients come from the east, and we'll be more accessible off the interstate to the patients and ambulances.”

32. On or about January 31, 2007, the City of Irondale announced that it was in negotiations with the State of Alabama to purchase 154 acres of land off Interstate 459 at the Grants Mill Road exit adjacent to property owned by the Zamora Shrine Temple Association (hereinafter “Zamora”) for the purposes of allowing Trinity to build the Replacement Hospital.

33. On or about February 7, 2007, Trinity formally rejected the City of Birmingham’s plea to remain in Birmingham and confirmed its intent to relocate and construct the Replacement Hospital on the Irondale Replacement Site.

34. On or about March 20, 2007, Community Health announced its intention to acquire Triad Hospitals, Inc. According to the Birmingham Business Journal, Trinity spokesperson, Leisha Harris, declared that the purchase would not change Trinity’s relocation and construction plans for the Replacement Hospital in Irondale.

35. According to the Birmingham News, on or about April 6, 2007, Leisha Harris, spokesperson for Trinity, announced that Trinity was in negotiations with Irondale to relocate and build the Replacement Hospital in Irondale. She stated, “We are moving forward and trying to finalize plans for that area.”

36. Trinity represented that if Irondale purchased the aforementioned 154 acres of land from the State of Alabama, Trinity would lease that property and construct and operate the Replacement Hospital there.

37. On or about April 10, 2007, the Trinity Defendants proposed an initial draft of a Ground Lease Agreement between the City of Irondale and the Trinity Defendants. The

proposed Ground Lease Agreement did not reference Trinity's obligation to build the Replacement Hospital on the Irondale Replacement Site.

38. In April of 2007, Trinity and Irondale conducted engineering and land planning meetings on several occasions.

39. On or about May 9, 2007, the City of Irondale responded to the Trinity Defendants proposed draft of the Ground Lease Agreement by requesting the following clause in the agreement: "Tenant shall construct a hospital and other healthcare related facilities ("Hospital") on the Leased Premises..." The Trinity Defendants objected to this provision in the Ground Lease Agreement because the Certificate of Need process had not been completed and until they obtained a Certificate of Need from the SHPDA they could not begin construction of a hospital. Instead, they agreed to include: "The Tenant covenants and warrants that it either has filed or will file, within sixty (60) days of the Effective Date, an application or an amendment to an application with the appropriate agency of the State of Alabama for a certificate of need to enable the Tenant to construct and operate a new hospital and related healthcare facilities on the Leased Premises." The Trinity Defendants failed to inform Irondale that they were considering another location for the Replacement Hospital or that they may not construct the Replacement Hospital in Irondale, even if the Certificate of Need was granted.

40. On or about May 10, 2007, Trinity held a press conference on the Irondale Replacement Site to formally announce Trinity's commitment and agreement to relocate and construct the Replacement Hospital on the Irondale Replacement Site land. At the press conference, Trinity created a carnival-like atmosphere by renting hot air balloons to give the citizens of Irondale a "bird's eye view" of the Irondale Replacement Site.

41. Trinity agreed and represented to the City of Irondale and the community that once it obtained the Certificate of Need, it would construct and operate the Replacement Hospital on the Irondale Replacement Site. At no time prior to September 30, 2008, did Trinity inform the City of Irondale that it was investigating alternative locations in Jefferson County for the Replacement Hospital.

42. According to the Birmingham News, that same day, Vicki Briggs announced that Trinity had reached an agreement with Shriners to purchase 25 additional acres adjacent to the Irondale Replacement Site for \$1.5 million dollars because “It made the hospital fit on the site better.”

43. According to the Birmingham News, because the Irondale Replacement Site was located adjacent to the Cahaba River, Briggs met with the Cahaba River Society to ensure Trinity would do “everything possible to respect and protect the Cahaba River.”

44. On or about May 17, 2007, in reliance on Trinity’s representation that it would build the Replacement Hospital on the Irondale Replacement Site, the City of Irondale purchased 154 acres of undeveloped land from the State of Alabama for the appraised value of \$6,848,000. Had the State offered the land to a private investor such as Trinity, State law would have required a formal bidding process. By having Irondale purchase the land from the State, Trinity was able to bypass the bidding process. However, State law requires a public entity buying State property to retain ownership of the property for not less than five years before it can be resold. Therefore, instead of the State selling the land directly to Trinity for the purposes of building the Replacement Hospital, Irondale was forced to buy the land and lease the premises for at least five years.

45. On or about June 2, 2007, Irondale published an Invitation for Bids For Hospital Lease with Option to Purchase in the Alabama Messenger for four consecutive weeks to all qualified medical and health care providers, requesting sealed bids for a “Hospital Lease” located on the Irondale Replacement Site. The Invitation for Bids provided that “the use of the Leased Premises under the Lease is limited to the operation of a hospital and other healthcare related facilities and uses to promote health and medical care within the City.”

46. The Invitation for Bids required “the bidder must have filed with the appropriate agency of the State of Alabama an application for a certificate of need to construct and operate a new hospital and related healthcare facilities (“Hospital”) on the Leased Premises.” It also required a \$100,000 deposit, a preliminary site plan, minimum stockholders equity of 2 billion dollars and an acknowledgement that it will execute the Lease on the terms contained in the Invitation.

47. On or about June 14, 2007, the Trinity Defendants entered into a real estate Contract of Sale with Lee I. Hines and John E. Newman for 1.5 acres of land in Irondale adjacent to the Irondale Replacement Site.

48. On or about June 26, 2007, Trinity submitted a sealed bid in response to Irondale’s Invitation for Bid Notice. Trinity was the only entity that submitted a bid.

49. The sealed bid included the Ground Lease Agreement (hereinafter “Lease Agreement”), a Memorandum of Ground Lease, a preliminary site plan of the proposed hospital, a copy of the 2006 annual report of Triad Hospitals, Inc., and a certification that Trinity met the “criteria” as defined in the sealed bid notice. Trinity also submitted a check in the amount of \$100,000.00 made payable to Irondale as the deposit required by the Lease Agreement.

50. On or about July 2, 2007, in reliance on Trinity's agreement to construct the Replacement Hospital on the Irondale Replacement Site, Irondale accepted Trinity's bid and entered into the Lease Agreement with Trinity.

51. Pursuant to the Lease Agreement, Irondale agreed to lease approximately 154 acres of land (Replacement Site) to Trinity for a fifteen (15) year term with an option to purchase after five years, for the sole purpose of building the Replacement Hospital and other healthcare related facilities. The lease agreement provided "for the operation of a hospital and other healthcare related facilities and uses."

52. The Lease agreement required the City of Irondale to complete the following within 30 months of the execution of the lease:

- a. have the Warrants and Lease Agreement unconditionally validated and confirmed by the Circuit Court of Jefferson County.
- b. perform covenants set forth in Exhibit D and D1 to the Lease Agreement;
- c. rezone the Leased Premises to "'commercial' with a special use permit to allow an acute hospital and other related healthcare facilities;
- d. construct a water source and distribution system on the Leased Premises;
- e. construct necessary infrastructure for an operable sanitary sewer collection system;
- f. provide rights-of-way and easements to enable utility companies to connect utilities to the Leased Premises;
- g. construct road way improvements;
- h. remove the radio tower

53. Implicit in the Lease Agreement was Trinity's obligation to construct and operate the Replacement Hospital on the Leased Premises contingent upon Trinity obtaining a Certificate of Need. Prior to entering into the lease agreement, Trinity expressly represented and agreed to build the Replacement Hospital on the Irondale Replacement Site once contingent upon obtaining a Certificate of Need. At no time prior to September 30, 2008, did Trinity inform the City of Irondale that it may not construct the Replacement Hospital on the Irondale Replacement Site. At no time prior to September 30, 2008, did Trinity inform the City of Irondale that it was

still actively seeking alternative locations for the Replacement Hospital. To the contrary, Trinity represented to the City of Irondale that the Certificate of Need was the only obstacle preventing Trinity from building the Replacement Hospital on the Irondale Replacement Site.

54. At all times relevant to this Complaint, Irondale complied with its obligations under the Lease Agreement.

55. On or about July 25, 2007, Community Health, the largest publicly traded owner and operator of hospitals in the United States, announced the acquisition of Triad Hospitals, Inc.

56. According to the Birmingham Business Journal, on or about August 16, 2007, Vicki Briggs announced she was resigning as CEO of Trinity Medical Center.

57. Community Health and Trinity continued to work closely with Irondale to prepare the Irondale Replacement Site for the Replacement Hospital.

58. On or about September 21, 2007, in reliance on Trinity's agreement and obligation to build the Replacement Hospital on the Irondale Replacement Site, Irondale issued \$32,250,000.00 (thirty-two million two hundred and fifty thousand dollars) in principal amount General Obligation Warrants for the sole purpose of acquiring land and constructing infrastructure improvements for the Replacement Hospital. The total amount of the Warrants issued by Irondale was based on the cost estimates provided by Irondale's consultants for the land acquisitions and the infrastructure improvements.

59. The City issued \$7,250,000.00 in principal amount Taxable General Obligation Warrants, Series 2007-B (hereinafter "Series 2007-B Warrants") for the purposes of (i) providing funds for the payment and retirement of the Warrant Anticipation Note, (ii) providing funds for the construction and installation of infrastructure improvements for the Replacement Hospital, and (iii) paying the costs of issuance of the Series 2007-B Warrants.

60. The City issued \$6,000,000.00 in principal amount Taxable General Obligation Warrants, Series 2007-C (hereinafter “Series 2007-C Warrants”) for the purposes of (i) providing funds for the construction and installation of a water source and distribution system, sewer infrastructure, other infrastructure and/or improvements on, adjacent to and/or near the Replacement Hospital, (ii) providing funds for paying capitalized interest on the Series 2007-C Warrants, and (iii) paying the costs of issuance of the Series 2007-C Warrants.

61. The City issued \$19,000,000.00 in principal amount General Obligation Warrants, Series 2007-D (hereinafter “Series 2007-D Warrants”) for the purposes of (i) providing funds for the construction and installation of public streets, public roadways, other infrastructure and/or public improvements that would be located adjacent to and/or near the Replacement Hospital and used by the general public, including, but not limited to, related land acquisition and occupant relocation, earthwork, storm drainage, landscaping, fencing, retaining walls, guard rails and other site work items, water, sewer, lighting, electrical, telephone and other utility items, asphalt, curbs, gutters, striping, signage and other paving related items, and traffic signals, turn lanes and other improvements to connect roads, (ii) providing funds for paying capitalized interest on the Series 2007-D Warrants, and (iii) paying the costs of issuance of the Series 2007-D Warrants.

62. Beginning October 1, 2007 and ending November 7, 2007, the Honorable Mike Cole, Administrative Law Judge, conducted 14 days of hearings on Trinity’s application for the Certificate of Need for the Replacement Hospital. During the course of the hearings, various Trinity Defendant representatives and employees testified. During opening statements, Trinity’s counsel stated, “not only are we moving closer to our patients, we’re moving to a part of the county that does not have good health service now and is going to be a booming part of the county.”

63. On or about October 1, 2007, James Spann, chairman of the board of trustees at Trinity Medical Center testified, “When we started looking for a replacement hospital site and just dreaming, everybody needs to go through the dreaming phase. This was way back in the beginning, three, three and a half years ago. We all agreed that that 459 corridor would be the best option. We looked at sites within the City of Birmingham. We looked at sites in the City of Vestavia. We looked at a site in the City of Irondale, multiple sites. This was not an overnight decision. Where we were led was the spot right here. It just got down to a process of elimination and there was no other really decent alternative out there for us at that point.” When asked whether the City of Birmingham asked Trinity to move to the abandoned 280 HealthSouth Hospital, Spann testified, “I will tell you that there was some individuals in the community who did. I can’t tell you specifically that the Birmingham Mayor or City Council asked us to do that.” Spann further testified that if “the CON is approved, the project is on the table and the hospital is built.” He testified that there would be “pretty significant growth” resulting from Trinity’s relocation to Irondale.

64. That same day, Dr. Carl Sanfelippo, member of the Trinity joint venture board, testified that Community Health stepped into the shoes of Triad.

65. The following day, October 2, 2007, Michael Shane Spees, President and CEO of Baptist Health, and a member on the Trinity joint venture board overseeing the relocation and replacement of Trinity Medical Center, testified that Baptist Health recommended to the SHPDA Board that the joint venture between Baptist Health and Triad be allowed to build the Replacement Hospital and relocate it to Grant’s Mill Road in Irondale.

66. Mr. Spees further stated, “And of course, Community Health System just assumed the role of Triad’s relationship. I’m happy to note that Community Health Systems has

acknowledged that they assumed or stepping into the role of Triad and intend to live up [to] those commitments in the joint venture agreement. Because that was a specific question that we had as part of their transaction.”

67. That same day, David Miller, President of Division One for Community Health and member of the joint venture board was asked, “Do you have the will to do it [build the replacement hospital in Irondale]? It is your intention to build a new hospital for Trinity as described in the CON application if the SHPDA Board should grant that right?” In response, Mr. Miller testified, “Yes. Should the CON be granted, we will build the hospital. And I will tell you that my five trips to Birmingham to meet various leadership and medical staff members of this hospital, one of the most important things mentioned each time is the commitment by our company to fill the prior obligations of that replacement hospital.”

68. Mr. Miller further testified that Community Health assumed the obligations that Triad had with regard to the joint venture. Additionally, when asked whether the written acquisition agreements between Community Health and Triad Hospitals mentioned the Trinity replacement project, Mr. Miller testified, “Well they talk about accepting all of the current agreements and commitments that Triad has made.”

69. On or about October 3, 2007, Dr. Tom Eagan, President of the Trinity Medical Staff and member of the joint venture board testified that Trinity considered the abandoned 280 HealthSouth Hospital but, “as we began to study the different sites and the problems with each site, we decided that the site right of 459 near Grants Mill Road would be the best site for our facility.”

70. On or about October 4, 2007, Gordon Carlisle, VP of Facilities Management of Community Health testified that Community retained Linda Marziallo of the Gould Turner

Group as the architect and Walter Schoel as the engineer to prepare the site plan for the Replacement Hospital in Irondale. He further testified, “But in the lease arrangement with the City [Irondale] on the land is purely—and because the land was previously owned by the State, we couldn’t buy it directly from the State so the City bought it. The best way for that arrangement to work was for them to buy it and us really cover their cost. I don’t know if lease is a good definition of our arrangement with the City, but we agreed to reimburse them for all of their cost to hold the land for five years while we build and develop the hospital at which time we’ll buy it from them.” Mr. Carlisle further elaborated, “the site has been master planned for a couple of medical office buildings.”

71. According to the Birmingham Business Journal, on or about January 31, 2008, Trinity announced it was naming Bill Heburn as CEO.

72. According to Trinity’s verified discovery responses in the contested abandoned 280 HealthSouth Hospital CON application proceedings, “In early 2008, Daniel Corporation was negotiating with HealthSouth for the purchase of HealthSouth’s 103-acre corporate campus. Prior to finalizing that purchase, which ultimately was completed on March 31, 2008, Daniel Corporation approached the management of Trinity about its possible interest in pursuing a relocation to the 280 site. After the inquiry from Daniel Corporation, on February 5, 2008, Bill Heburn, Sean Dardeau, and Paul Graham (all with Trinity) toured the 280 facility for the first time. The group was accompanied by Charlie Tickle, additional unknown representatives from Daniel Corporation, an unknown HealthSouth representative, and Mac McNeil. On or around February 21, 2008, Gordon Carlisle, Vice President of Facilities Management with Community Health Systems Professional Services Corporation, also toured the 280 site.”

73. The City of Irondale was not informed of the secret meeting between the Daniel and Trinity Defendants. As a result, the City of Irondale continued to make improvements to the infrastructure surrounding the Replacement Site to enable Trinity to construct the Replacement Hospital.

74. On or about April 1, 2008, HealthSouth issued a press release announcing that it had finalized the sale of its corporate campus, including the abandoned 280 HealthSouth Hospital located in Birmingham, to Daniel Corporation.

75. Prior to Daniel Corporation's acquisition of the abandoned 280 HealthSouth Hospital, the Daniel Defendants knew or should have known that Trinity had a contract and business relationship with the City of Irondale to construct and operate the Replacement Hospital on the Irondale Replacement Site. The Daniel Defendants knew or should have known Irondale issued \$32,250,000.00 (thirty-two million two hundred and fifty thousand dollars) in principal amount General Obligation Warrants for the sole purpose of acquiring land and constructing infrastructure improvements for the Replacement Hospital. The Daniel Defendants knew or should have known Irondale began making the infrastructure improvements for the Replacement Hospital. Despite the Daniel Defendant's knowledge of the contract and business relationship between Irondale and Trinity, Daniel began to tortiously interfere with the contract and business relationship between the City of Irondale and Trinity.

76. At the same time the Trinity Defendants were publicly and privately reassuring Irondale of their intention to build the Replacement Hospital on the Irondale Replacement Site, the Trinity Defendants were privately negotiating with the Daniel Defendants to relocate to the abandoned 280 HealthSouth Hospital. As a result, Irondale continued to make the infrastructure improvements to enable such construction.

77. On or about April 3, 2008, Administrative Law Judge Michael Cole recommended the relocation of the Replacement Hospital to the Irondale Replacement Site.

78. On or about May 21, 2008, the Certificate of Need review board granted Trinity's application for a Certificate of Need.

79. According to the Birmingham News, on or about May 22, 2008, Bill Heburn, Trinity's CEO, announced the hospital would immediately begin construction on the Replacement Hospital. Mr. Heburn elaborated, "It's a fabulous project for the infrastructure of health care for the overall Birmingham Community. We will begin taking appropriate actions immediately." Heburn made these representations despite his knowledge that Trinity was negotiating with Daniel to re-locate to the abandoned 280 HealthSouth Hospital.

80. On or about June 23, 2008, SHPDA issued Trinity a Certificate of Need to allow Trinity to replace and relocate the Existing Hospital and construct the Replacement Hospital on the Irondale Replacement Site.

81. Seven days later, June 30, 2008, Community Health issued a press release announcing its acquisition of the remaining 35% interest in Trinity from Baptist Health. The transaction resulted in Trinity becoming a wholly-owned subsidiary of Community Health. According to Trinity's verified supplemental discovery responses in the contested abandoned 280 HealthSouth Hospital CON application proceedings, "as a part of the June 30, 2008, buyout of Baptist's interests in Affinity Hospital, LLC, Baptist agreed not to oppose an effort by Trinity to obtain a Certificate of Need for a replacement hospital to be located in the ZIP code in which the proposed 280 site is located."

82. On or about July 3, 2008, Brookwood Medical Center ("Brookwood") filed a notice of appeal with the State Health Planning and Development Agency, opposing the Final

Order of the Certificate of Need Review Board approving Trinity's Certificate of Need application to construct a new hospital in Irondale, Alabama.

83. According to the Birmingham Business Journal, on or about July 7, 2008, in response to Brookwood's appeal, Bill Heburn stated, "We are disappointed that Brookwood Medical Center has chosen to appeal the unanimous decision of the Certificate of Need Board. We will continue working on our plans for the new hospital while we work through this process."

84. On or about August 1, 2008, Brookwood filed a Petition for Judicial Review in the Circuit Court of Montgomery County, Alabama. In its Petition for Judicial Review, Brookwood sought a reversal of the final decision of the State Health Planning and Development Agency granting the Application for a Certificate of Need filed by Trinity.

85. On or about August 8, 2008, the Birmingham Business Journal reported that Trinity CEO, Bill Heburn, stated that Trinity expected Brookwood to prolong the fight, but it would not prevent it from preparing for its relocation. In a prepared statement, Bill Heburn stated, "We plan to fully engage their [Brookwood's] action. We have complete and unanimous support from our parent company, our local board of trustees, the medical staff, the administrative law judge, and the vote of the state CON Board. We feel very confident in prevailing. During this period which could take nine to twelve months, we will continue with our planning and development of the new hospital."

86. In August of 2008, when Mayor Alexander called and informed Bill Heburn about some of the improvements Irondale was set to make on the Replacement Site, he responded, "That's great news, get on with it." Despite his acquiescence, Heburn knew that

Trinity was preparing to announce the relocation of the Replacement Hospital to the abandoned 280 HelathSouth Hospital.

87. On or about September 30, 2008, without prior notification to or knowledge by the City of Irondale, Trinity filed a new letter of intent with the SHPDA, relinquishing its Certificate of Need for the Irondale Replacement Site, and announcing plans to relocate the Existing Hospital to the abandoned 280 HealthSouth Hospital in Birmingham.

88. On or about October 28, 2008, the Trinity Defendants, the Daniel Defendants, and the City of Birmingham entered into a formal agreement for the replacement and relocation of Trinity to the abandoned 280 HealthSouth Hospital in Birmingham. Generally, the terms of the agreement provided for sharing the total tax revenues generated by the project on a 50/50 basis, fifty percent of the total tax revenues to the City of Birmingham and fifty percent of the total tax revenues to Trinity and Daniel.

89. The agreement provides the Daniel Defendants with \$15,000,000 in tax revenue from the City of Birmingham over the life of the agreement.

90. The agreement provides Trinity with \$40,000,000 in tax revenue from the City of Birmingham over the life of the agreement.

91. On or about December 1, 2008, Trinity filed a new Certificate of Need application seeking approval to replace and relocate Trinity Medical Center to the abandoned 280 HealthSouth Hospital. Trinity also formally surrendered its Certificate of Need to SHPDA for the Replacement Hospital on the Irondale Replacement Site. In the application, Trinity stated, "The original application resulting in the issuance of CON #2233-H was developed through a joint venture agreement between Triad Hospitals, Inc. and Baptist Health System. Following last year's stock acquisition of Triad Hospitals, Inc., Affinity Hospital, LLC, remained obligated,

under the terms of the partnership agreement with Baptist Health Systems, to pursue the proposed relocation to the Grants Mill Road Site.”

92. Trinity further stated in the application that “Given its [Community Health] limited experience in the Birmingham market and the obligations governed by the joint venture agreement, management’s decision to pursue the relocation to Grants Mill Road was the correct and appropriate course of action at that time. However, Baptist Health System is no longer involved in the ownership of Trinity Medical Center...” Accordingly, once Community Health obtained Trinity outright, it no longer intended to be constrained by its obligation and agreement to construct the Replacement Hospital on the Irondale Replacement Site.

93. According to Trinity’s verified supplemental discovery responses in the contested abandoned 280 HealthSouth Hospital CON application proceedings, Trinity specifically identified David Miller as having participated in the decision to surrender the Certificate of Need to build the hospital in Irondale. This information directly contradicts Mr. Miller’s sworn testimony at the Certificate of Need hearing wherein he unequivocally stated that if the Certificate of Need was granted, Trinity would build the hospital on the Irondale Replacement Site.

94. On or about December 4, 2008, in order to avoid a contract for the purchase of approximately 25 acres of land adjacent to the Irondale Replacement Site, Trinity sent a letter to Zamora stating that it had been unable to obtain a Certificate of Need. By separate letter to Lee I. Hines and John E. Newman on that same date, the Trinity Defendants stated again that they had been unable to acquire a Certificate of Need.

95. On or about December 5, 2008, Trinity filed a Motion to Dismiss Brookwood Medical Center’s Petition for Judicial Review in the Circuit of Montgomery County.

96. According to the Birmingham News, on or about December 8, 2008, Trinity CEO Bill Heburn stated, “Daniel pulled this together and made it work. We were the right group here at the right time.”

97. On or about December 15, 2008, Brookwood responded to Trinity’s December 5, 2008, Motion to Dismiss, by “requesting this Court to dismiss its petition only upon the condition that the Certificate of Need Review Board’s June 5, 2008 final order, and the underlying recommended findings and conclusions of the Administrative Law Judge, be vacated.”

98. On or about January 8, 2009, Trinity replied to Brookwood’s December 15, 2008 response by “agreeing and stipulating to the condition requested by Brookwood”, to wit: “the Certificate of Need Review Board’s June 5, 2008 final order, and the underlying recommended findings and conclusions of the Administrative Law Judge, be vacated.”

99. On or about January 20, 2009, Brookwood, St. Vincents and Select Specialty filed their formal opposition to Trinity’s new CON application.

100. On or about February 12, 2009, the Honorable Eugene W. Reese, Circuit Judge in the Circuit Court of Montgomery County issued an Order relating to Trinity’s December 5, 2008, Motion to Dismiss Brookwood Medical Center’s Petition for Judicial Review. The Order stated,

There being no further issue to be resolved, it is ORDERED, ADJUDGED and DECREED as follows:

1. Affinity’s December 5, 2008, Motion to Dismiss is GRANTED, and Brookwood’s petition for judicial review is DISMISSED.
2. The Certificate of Need Review Board’s June 5, 2008 final order, and the underlying recommended finding and conclusions by the Administrative Law Judge are SET ASIDE and VACATED. Therefore Certificate of Need 2233-H issued to Affinity Hospital, L.L.C., d/b/a Trinity Medical Center, is hereby null and void as if the Application for Certificate for Need had never been filed with SHPDA.

101. As a result of Trinity's voluntary relinquishment of Certificate of Need 2233-H, Trinity's Application for the Certificate of Need for the Replacement Hospital on the Irondale Replacement Site was rendered null and void as if it had never been filed. Accordingly, Trinity violated the provision of the Ground Lease Agreement with the City of Irondale which required it to apply for a Certificate of Need.

102. According to the Birmingham Business Journal, on or about February 13, 2009, Trinity spokesperson Leisha Harris stated, "all the costs and expenses associated with such infrastructure improvements are the responsibility of the city of Irondale."

103. Prior to the September 30, 2008, public announcement made by Trinity, Irondale believed that Trinity would carry out its agreement and obligation to build the Replacement Hospital on the Irondale Replacement Site.

104. Irondale expected that the location of the Replacement Hospital in Irondale would result in a substantial increase in tax revenues. Irondale expected to pay the debt service on the Trinity Warrants with the proceeds from such anticipated increased City revenues.

105. The Trinity Warrants are general obligations of the City secured by its full faith and credit. No particular City revenues have been pledged to secure their payment. The Trinity Warrants have and will continue to accrue interest.

106. To date, Irondale has spent approximately \$12 million of the proceeds from the Trinity Warrants on the project for the Replacement Hospital, consisting of approximately \$7.25 million for the acquisition of real property, \$1.3 million for installation of water lines, and \$2.9 million for engineering of a four-lane parkway, all of which were intended for the Replacement Hospital in Irondale. At all times relevant to this Complaint, Irondale performed its obligations under the Lease Agreement.

107. To date, approximately \$20 million of the proceeds from the issuance of the Trinity Warrants has not been spent. Absent Trinity locating to the Irondale Replacement Site, Irondale will not generate sufficient revenues to pay the debt service on its outstanding General Obligation Warrants.

108. Irondale expended a great deal of time, effort, and money in finding and securing an appropriate site for the Replacement Hospital, in negotiating a contract with Trinity to relocate and build the Replacement Hospital on the Irondale Replacement Site, in providing infrastructure for that property in anticipation of the construction of the Replacement Hospital, and in aiding to secure a Certificate of Need to allow Trinity to build the Replacement Hospital on the Irondale Replacement Site. The City of Irondale has and will continue to accrue interest, fees and expenses to mitigate the damages and liability associated with the General Obligation Warrants.

109. At all times relevant to this Complaint, Irondale kept Trinity apprised of its progress. Despite secret negotiations between the Trinity and Daniel Defendants, Irondale was told to move forward and was never informed that Trinity may locate elsewhere.

110. As a result of the Trinity Defendants breach of contract and fraudulent conduct and the Daniel Defendants' bad faith dealing and tortious interference, the City of Irondale has been deceived and damaged. Irondale has incurred a debt of over \$32 million in reliance on Trinity's agreement to construct and operate the Replacement Hospital on the Irondale Replacement Site.

**COUNT I**  
**(Breach of Contract)**

111. Plaintiff adopts and incorporates each and every allegation of this Complaint as if stated fully herein.

112. On or about May 10, 2007, Trinity entered into an agreement with the City of Irondale to construct the Replacement Hospital on the Irondale Replacement Site contingent upon obtaining a Certificate of Need. In exchange for Trinity's agreement to construct the Replacement Hospital on the Irondale Replacement Site, the City of Irondale agreed to purchase 154 acres of land, adjacent to Grants Mill Road in Irondale, from the State of Alabama for approximately \$6,848,000 to lease to Trinity for a period of 15 years to enable Trinity to construct and operate the Replacement Hospital on the Irondale Replacement Site.

113. On or about May 17, 2007, in reliance on Trinity's agreement to build the Replacement Hospital on the Irondale Replacement Site, the City of Irondale purchased the land from the State. But for Trinity's agreement to build the Replacement Hospital on the Irondale Replacement Site, Irondale would not have purchased the property from the State.

114. Beginning June 9, 2007, Irondale published an Invitation for Bids in the Alabama Messenger for four consecutive weeks to all qualified medical and health care providers, requesting sealed bids for a "Hospital Lease" located on the Irondale Replacement Site. The qualifications contained in the bid notice reflected the negotiations between the City of Irondale and the Trinity Defendants such that Trinity was the only hospital qualified to submit a bid, i.e. "the bidder must have filed with the appropriate agency of the State of Alabama an application for a certificate of need to construct and operate a new hospital and related healthcare facilities ("Hospital") on the Leased Premises." Trinity had already filed an application for a Certificate of Need in November of 2006 for the Replacement Hospital in Irondale.

115. On or about June 26, 2007, in response to the bid notice, Trinity submitted a sealed bid to lease the property in accordance with all qualifications set forth in the bid notice to enable it to construct the Replacement Hospital.

116. On or about July 2, 2007, in reliance on Trinity's agreement to construct the Replacement Hospital on the Irondale Replacement Site, Irondale accepted Trinity's bid and entered into the Lease Agreement with Trinity.

117. Pursuant to the Agreement, Irondale agreed to lease approximately 154 acres of land (Irondale Replacement Site) to Trinity for a fifteen (15) year term, with the option to purchase after five years "for the operation of a hospital and other healthcare related facilities and uses." The sole purpose of the lease was to allow Trinity to construct the Replacement Hospital on the Irondale Replacement Site once Trinity obtained the Certificate of Need.

118. The Lease agreement required the City of Irondale to complete water, sewer and roadway infrastructure improvements for the sole purpose of enabling Trinity to build the Replacement Hospital on the Irondale Replacement Site. The City of Irondale would not have agreed to such requirements had Trinity not agreed to build the Replacement Hospital on the Irondale Replacement Site once Trinity obtained a Certificate of Need.

119. The Lease agreement required Trinity to covenant and warrant that "it has filed or will file, within sixty (60) days of the Effective Date, an application or an amendment to an application with the appropriate agency of the State of Alabama for a certificate of need to enable the Tenant to construct and operate a new hospital and related healthcare facilities on the Leased Premises."

120. Implicit in the lease agreement was Trinity's obligation to in good faith obtain the Certificate of Need and thereafter construct the Replacement Hospital on the Irondale Replacement Site.

121. In July of 2007, Community Health acquired Triad Hospital's interest in Trinity Medical Center and acknowledged stepping into the shoes of Triad Hospitals. As a result,

Community Health acquired Triad Hospital's obligation and agreement with and to the City of Irondale to build the Replacement Hospital on the Irondale Replacement Site. Additionally, Community Health assumed the obligation and agreement between Baptist Health and Triad Hospitals to build the Replacement Hospital on the Irondale Replacement Site.

122. On or about September 21, 2007, in connection with the lease agreement and Trinity's agreement to construct the Replacement Hospital on the Irondale Replacement Site, Irondale issued \$32,250,000 in principal amount General Obligation Warrants for the sole purpose of funding the Irondale Replacement Site land acquisitions and performing the infrastructure improvements necessary to enable Trinity to construct the Replacement Hospital.

123. The City of Irondale immediately began to spend the Warrant funds to perform the infrastructure improvements.

124. On or about June 23, 2008, the SHPDA formally issued a Certificate of Need to Trinity for the purpose of building and operating the Replacement Hospital on the Irondale Replacement Site.

125. Seven days later, on June 30, 2008, Community Health acquired Baptist Health's 35% ownership in Trinity, thereby making Trinity a wholly owned subsidiary of Community Health.

126. On or about September 30, 2008, without prior notification to or knowledge by the City of Irondale, Trinity Defendants publicly announced their plans to relocate the Existing Hospital to the Abandoned 280 HealthSouth Hospital in Birmingham. At the same time, the Trinity Defendants unilaterally and without notice to Irondale announced their intent to relinquish the Certificate of Need for the Replacement Hospital at the Irondale Replacement Site.

127. The September 30, 2008, announcement amounted to a breach of contract between the City of Irondale and the Trinity Defendants to build the Replacement Hospital on the Irondale Replacement Site.

128. On or about December 1, 2008, Trinity filed a new Certificate of Need application seeking approval to replace and relocate Trinity Medical Center to the abandoned 280 HealthSouth Hospital. Trinity also formally surrendered its Certificate of Need for the Replacement Hospital on the Irondale Replacement Site to the SHPDA.

129. On or about February 12, 2009, the Honorable Eugene W. Reese, Circuit Judge in the Circuit Court of Montgomery County issued an Order holding, in part, that “Certificate of Need 2233-H issued to Affinity Hospital, L.L.C., d/b/a Trinity Medical Center, is hereby null and void as if the Application for Certificate for Need had never been filed with SHPDA.”

130. As a result of Trinity’s voluntary relinquishment of Certificate of Need 2233-H, Trinity’s Application for the Certificate of Need for the Replacement Hospital on the Irondale Replacement Site was rendered null and void as if it had never been filed.

131. Accordingly, the Trinity Defendants separately breached the Ground Lease Agreement with the City of Irondale by failing to comply with the provision requiring that they file an application for a Certificate of Need.

132. The Trinity Defendants breach of the lease agreement and their breach of contract to build the Replacement Hospital on the Irondale Replacement Site were done in bad faith.

133. As a direct and proximate consequence of the Trinity Defendants unilateral breach of contract to construct the Replacement Hospital on the Irondale Replacement Site and unilateral breach of the Ground Lease Agreement, the City of Irondale was and continues to be damaged.

134. Pursuant to the Ground Lease Agreement, the City of Irondale requests specific performance of Section 41-Certificate of Need Application. Specifically, the City of Irondale requests that Trinity file “an application or an amendment to an application with the appropriate agency of the State of Alabama for a certificate of need to enable the Tenant to construct and operate a new hospital and related healthcare facilities on the Leased Premises” as required under the Ground Lease Agreement.

WHEREFORE, Plaintiff demands judgment against Defendants, Trinity, Community Health Affinity Health and fictitious Defendants 1 and 4, for specific performance or in the alternative, compensatory, consequential and punitive damages in an amount to be determined by a jury, plus interest, costs, attorneys fees and all other relief to which the Plaintiff may be lawfully entitled.

**COUNT II**  
**(Fraud/Suppression)**

135. Plaintiff adopts and incorporates each and every allegation of this Complaint as if stated fully herein.

136. On or about May 10, 2007, the Trinity Defendants represented to the City of Irondale that it would construct the Replacement Hospital on the Irondale Replacement Site contingent upon obtaining a Certificate of Need.

137. The City of Irondale reasonably relied on the Trinity Defendants representation that it would build the Replacement Hospital on the Irondale Replacement Site once they obtained the Certificate of Need. In reliance on said representation, the City of Irondale purchased 154 acres of land from the State of Alabama on May 17, 2007, for \$6,848,000; entered into a long term “Hospital Lease” agreement with Trinity on July 2, 2007; and issued \$32,250,000 of General Obligation Warrants on September 21, 2007, to fund the land

acquisitions and infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

138. Prior to announcing the agreement to construct the Replacement Hospital on the Irondale Replacement Site, Trinity represented to the City of Irondale that the only contingency preventing Trinity from building the Replacement Hospital on the Irondale Replacement Site was obtaining a Certificate of Need.

139. Prior to the City of Irondale's purchase of the land from the State of Alabama, the City of Irondale and the Trinity Defendants negotiated the terms of the "Hospital Lease." The City of Irondale requested a clause in the lease agreement that required the Trinity Defendants to build the Replacement Hospital on the Irondale Replacement Site. The Trinity Defendants responded that they would not put such a clause in the lease agreement because the Certificate of Need process was not concluded and there was no guarantee that they would in fact obtain a Certificate of Need. The Trinity Defendants represented to the City of Irondale that once they obtained a Certificate of Need, they would construct the Replacement Hospital on the Irondale Replacement Site. The Trinity Defendants suppressed from the City of Irondale that they were looking at alternative locations for the Replacement Hospital. Additionally, The Trinity Defendants suppressed from the City of Irondale the fact that they may not construct the Replacement Hospital on the Irondale Replacement Site even if they obtained a Certificate of Need. As a result, the City of Irondale entered into the Ground Lease Agreement with the understanding that the Trinity Defendants would build the Replacement Hospital on the Irondale Replacement Site contingent upon Trinity obtaining a Certificate of Need.

140. Until the September 30, 2008, announcement that Trinity intended to relocate to the abandoned 280 HealthSouth Hospital, the Trinity Defendants fraudulently concealed and suppressed the following important and material facts:

- a. The Trinity Defendants were seeking alternative locations for the Replacement Hospital; and
- b. The Trinity Defendants might not build the Replacement Hospital on the Irondale Replacement Site even if they obtained a Certificate of Need to do so.

141. As a result of the contractual and business relationship between the City of Irondale and the Trinity Defendants, the Trinity Defendants had a duty and obligation to disclose these important and material facts to the City of Irondale so that the City of Irondale could properly evaluate whether to purchase the land from the State of Alabama, enter into the Ground Lease Agreement and issue \$32,250,000 worth of General Obligation Warrants.

142. The Trinity Defendants did not disclose and the City of Irondale did not know these important and material facts. The City of Irondale did not know the Trinity Defendants were seeking alternative locations for the Replacement Hospital or that the Trinity Defendants might not build the Replacement Hospital on the Irondale Replacement Site even if they obtained the Certificate of Need to do so. As a result, the City of Irondale purchased the land from the State of Alabama, entered into the Lease Agreement with Trinity and issued \$32,250,000 worth of General Obligation Warrants.

143. On or about May 10, 2007, the Trinity Defendants fraudulently, negligently, intentionally, recklessly and/or mistakenly misrepresented to the City of Irondale that it would build the Replacement Hospital on the Irondale Replacement Site once they obtained a Certificate of Need to do so. This representation was false and the Trinity Defendants knew or should have known the statement was false when they made it to the City of Irondale. The City

of Irondale did not know the statement was false until September 30, 2008 when the Trinity Defendants publicly announced their intention to breach on the agreement and relocate to the abandoned 280 HealthSouth Hospital. The Trinity Defendants intended that the City of Irondale would rely on the misrepresentation. As a result, the City of Irondale purchased 154 acres of land from the State of Alabama for \$6,848,000, entered into a 15 year lease agreement with Trinity and issued \$32,250,000 of General Obligation Warrants to fund the land acquisitions and infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

144. On or about October 2, 2007, during the Certificate of Need hearings, David Miller, President of Division One for Community Health and member of the joint venture board was asked, “Do you have the will to do it [build the replacement hospital in Irondale]? It is your intention to build a new hospital for Trinity as described in the CON application if the SHPDA Board should grant that right?” In response, Mr. Miller testified, “Yes. Should the CON be granted, we will build the hospital. And I will tell you that my five trips to Birmingham to meet various leadership and medical staff members of this hospital, one of the most important things mentioned each time is the commitment by our company to fill the prior obligations of that replacement hospital.”

145. The statement made by Mr. Miller is further evidence of the Trinity’s Defendant’s representation to the City of Irondale that the Trinity Defendants would build the Replacement Hospital on the Irondale Replacement Site they obtained a Certificate of Need.

146. On or about October 2, 2007, by and through Mr. Miller’s statement, the Trinity Defendants fraudulently, negligently, intentionally, recklessly and/or mistakenly testified and represented to the City of Irondale and the public at large that they would build the Replacement

Hospital on the Irondale Replacement Site once they obtained a Certificate of Need to do so. The representation was false and the Trinity Defendants knew or should have known the statement was false when they made it to the City of Irondale and the public at large. The City of Irondale did not know the statement was false until September 30, 2008, when the Trinity Defendants publicly announced their intention to breach the agreement and relocate to the abandoned 280 HealthSouth Hospital. The Trinity Defendants intended that the City of Irondale would rely on the misrepresentation. In reliance, the City of Irondale continued to spend an inordinate amount of time, large sums of money, make improvements and engage professional services to meet the requirements contained in the Lease Agreement to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

147. According to Trinity's verified discovery responses in the contested abandoned 280 HealthSouth Hospital Certificate of Need application proceedings, "In early 2008, Daniel Corporation was negotiating with HealthSouth for the purchase of HealthSouth's 103-acre corporate campus. Prior to finalizing that purchase, which ultimately was completed on March 31, 2008, Daniel Corporation approached the management of Trinity about its possible interest in pursuing a re-location to the 280 site. After the inquiry from Daniel Corporation, on February 5, 2008, Bill Heburn, Sean Dardeau, and Paul Graham (all with Trinity) toured the 280 facility for the first time. The group was accompanied by Charlie Tickle, additional unknown representatives from Daniel Corporation, an unknown HealthSouth representative, and Mac McNeil. On or around February 21, 2008, Gordon Carlisle, Vice President of Facilities Management with Community Health Systems Professional Services Corporation, also toured the 280 site."

148. The Trinity Defendants fraudulently concealed and suppressed the following important and material facts:

- a. In early 2008, Daniel Corporation approached management of Trinity about its possible interest in pursuing a re-location to the 280 site;
- b. The Trinity Defendants toured the abandoned 280 HealthSouth Hospital at least two times in February of 2008; and,
- c. The Trinity Defendants were seeking alternative locations for the Replacement Hospital.

149. As a result of the contractual and business relationship between the City of Irondale and the Trinity Defendants, the Trinity Defendants had a duty and obligation to disclose the important and material facts to the City of Irondale so that the City of Irondale could properly evaluate whether to continue to expend the time, resources and money to construct the infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

150. The City of Irondale did not know these important and material facts. The City of Irondale did not know the Trinity Defendants were approached by Daniel Corporation about Trinity's possible interest in pursuing a relocation to the 280 site, that the Trinity Defendants toured the abandoned 280 HealthSouth Hospital on two separate occasions in February of 2008 or that The Trinity Defendants were seeking alternative locations for the Replacement Hospital. In reliance, the City of Irondale continued to expend an inordinate amount of time, large sums of money, make improvements and engage professional services to meet the requirements contained in the Lease Agreement to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

151. Despite the secret negotiations with the Daniel Defendants, the Trinity Defendants publicly and privately reassured Irondale of their intention to build the Replacement Hospital on the Irondale Replacement Site once they obtained a Certificate of Need.

152. On or about May 22, 2008, after the Certificate of Need Review Board granted Trinity's Certificate of Need, Bill Heburn, Trinity's CEO, announced the hospital will immediately begin construction on the Replacement Hospital in Irondale. Mr. Heburn elaborated, "It's a fabulous project for the infrastructure of health care for the overall Birmingham Community. We will begin taking appropriate actions immediately." Heburn made these representations despite his knowledge that Trinity was negotiating with Daniel to re-locate to the abandoned 280 HealthSouth Hospital. The fraudulent, negligent, intentional, and/or reckless representation was false and the Trinity Defendants knew or should have known the statement was false when they made it to the City of Irondale and the public at large. The City of Irondale did not know the statement was false until September 30, 2008, when the Trinity Defendants publicly announced their intention to breach the agreement and relocate to the abandoned 280 HealthSouth Hospital. The Trinity Defendants intended that the City of Irondale would rely on the misrepresentation. In reliance, the City of Irondale continued to expend an inordinate amount of time, large sums of money, make improvements and engage professional services to meet the requirements contained in the Lease Agreement to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

153. On or about June 23, 2008, the SHPDA issued Trinity a Certificate of Need to allow Trinity to replace and relocate the Existing Hospital and build the Replacement Hospital on the Irondale Replacement Site.

154. Seven days later, June 30, 2008, Community Health issued a press release announcing its acquisition of the remaining 35% interest in Trinity from Baptist Health. The transaction resulted in Trinity becoming a wholly-owned subsidiary of Community Health. According to Trinity's verified supplemental discovery responses in the contested abandoned 280 HealthSouth Hospital Certificate of Need application proceedings, "as a part of the June 30, 2008, buyout of Baptist's interests in Affinity Hospital, LLC, Baptist agreed not to oppose an effort by Trinity to obtain a Certificate of Need for a replacement hospital to be located in the ZIP code in which the proposed 280 site is located." Unquestionably, the Trinity Defendants knew or should have known at this time that they were going to breach their agreement to build the Replacement Hospital on the Irondale Replacement Site and relocate to the abandoned 280 HealthSouth Hospital. However, the Trinity Defendants continued to conceal and suppress the information from the City of Irondale and the public at large.

155. On or about July 7, 2008, in response to Brookwood's appeal of the Certificate of Need award, Bill Heburn stated, "We are disappointed that Brookwood Medical Center has chosen to appeal the unanimous decision of the Certificate of Need Board. We will continue working on our plans for the new hospital while we work through this process."

156. On or about August 8, 2008, the Birmingham Business Journal reported that Trinity CEO, Bill Heburn, stated that Trinity expected Brookwood to prolong the fight, but it would not prevent it from preparing for its relocation. In a prepared statement, Bill Heburn stated, "We plan to fully engage their [Brookwood's] action. We have complete and unanimous support from our parent company, our local board of trustees, the medical staff, the administrative law judge, and the vote of the state CON Board. We feel very confident in

prevailing. During this period which could take nine to twelve months, we will continue with our planning and development of the new hospital.”

157. Heburn made the July 7, 2008 and August 8, 2008 representations despite his knowledge that Trinity was negotiating with Daniel to re-locate to the abandoned 280 HealthSouth Hospital. The fraudulent, negligent, intentional, and/or reckless representations were false and the Trinity Defendants knew or should have know the statements were false when they made them to the City of Irondale and the public at large. The City of Irondale did not know the statements were false until September 30, 2008, when the Trinity Defendants publicly announced their intention to breach the agreement and relocate to the abandoned 280 HealthSouth Hospital. The Trinity Defendants intended that the City of Irondale would rely on the misrepresentations. In reliance, the City of Irondale continued to expend an inordinate amount of time, large sums of money, make improvements and engage professional services to meet the requirements contained in the Lease Agreement to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

158. In August of 2008, Mayor Tommy Joe Alexander called and informed Bill Heburn about certain improvements to be made on the Replacement Site and he responded, “That’s great news, get on with it.”

159. On or about September 30, 2008, without prior notification to or knowledge by the City of Irondale, Trinity Defendants publicly announced their plans to relocate the Existing Hospital to the Abandoned 280 HealthSouth Hospital in Birmingham. At the same time, the Trinity Defendants unilaterally and without notice to Irondale announced their intent to relinquish the Certificate of Need for the Replacement Hospital at the Irondale Replacement Site.

160. As a direct and proximate consequence of the Trinity Defendant's fraud, suppression and bad faith dealing, the City of Irondale purchased 154 acres of land from the State of Alabama on May 10, 2007 for \$6,848,000, entered into a long term lease agreement with Trinity on July 2, 2007, and issued \$32,250,000 of General Obligation Warrants on September 21, 2007, to fund the land acquisitions and infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

161. Had the City of Irondale been informed that the Trinity Defendants were seeking alternative locations for the Replacement Hospital or that the Trinity Defendants may not build the Replacement Hospital on the Irondale Replacement Site once a Certificate of Need was obtained, the City of Irondale would not have purchased the land from the State for \$6,848,000, entered into a lease agreement with the Trinity Defendants or issued \$32,250,000 of General Obligation Warrants.

162. As a direct and proximate consequence of the Trinity Defendants fraud, suppression and bad faith dealing, the City of Irondale has been deceived, irreparably injured and has and will continue to suffer damages.

WHEREFORE, Plaintiff demands judgment against Defendants, Trinity, Community Health, Affinity Health and fictitious Defendants 1, 2 and 4, for compensatory, consequential and punitive damages in an amount to be determined by a jury, plus interest, costs, attorneys fees and all other relief to which the Plaintiff may be lawfully entitled.

**COUNT III**  
**(Promissory Estoppel)**

163. Plaintiff adopts and incorporates each and every allegation of the Complaint as if stated fully herein.

164. On or about May 10, 2007, the Trinity Defendants promised to construct the Replacement Hospital on the Irondale Replacement Site contingent upon obtaining a Certificate of Need.

165. The City of Irondale reasonably and detrimentally relied on Trinity's promise to construct the Replacement Hospital. In reliance on the agreement, the City of Irondale purchased 154 acres of land from the State of Alabama for \$6,848,000, entered into a 15 year lease agreement with Trinity, and issued \$32,250,000 of General Obligation Warrants to fund the land acquisitions and infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

166. On or about October 2, 2007, during the Certificate of Need hearings, David Miller, President of Division One for Community Health and member of the joint venture board was asked, "Do you have the will to do it [build the replacement hospital in Irondale]? It is your intention to build a new hospital for Trinity as described in the CON application if the SHPDA Board should grant that right?" In response, Mr. Miller testified, "Yes. Should the CON be granted, we will build the hospital. And I will tell you that my five trips to Birmingham to meet various leadership and medical staff members of this hospital, one of the most important things mentioned each time is the commitment by our company to fill the prior obligations of that replacement hospital."

167. From May 10, 2007 through September 30, 2008, the City of Irondale reasonably and detrimentally relied on the promises made by the Trinity Defendants that they would build the Replacement Hospital on the Irondale Replacement Site once they obtained a Certificate of Need. During this time, Irondale continued to make improvements to the infrastructure to the

land surrounding the Irondale Replacement Site to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

168. On or about June 23, 2008, the SHPDA formally issued a Certificate of Need to Trinity for the purpose of building and operating the Replacement Hospital on the Irondale Replacement Site.

169. On or about September 30, 2008, without notification to or knowledge by the City of Irondale, the Trinity Defendants publicly announced their plans to relocate the Existing Hospital to the abandoned 280 HealthSouth Hospital in Birmingham. At the same time, the Trinity Defendants unilaterally and without notice to Irondale announced their intent to relinquish the Certificate of Need for the Replacement Hospital on the Irondale Replacement Site.

170. On or about December 1, 2008, Trinity filed a new Certificate of Need application seeking approval to replace and relocate Trinity Medical Center to the abandoned 280 HealthSouth Hospital. Trinity also formally surrendered its Certificate of Need for the Replacement Hospital on the Irondale Replacement Site to the SHPDA.

171. The City of Irondale reasonably and detrimentally relied on Trinity's promise to construct the Replacement Hospital on the Irondale Replacement Site.

172. As a direct and proximate consequence of the Trinity Defendants' promise to construct the Replacement Hospital on the Irondale Replacement Site once they obtained a Certificate of Need, the City of Irondale purchased 154 acres of land from the State of Alabama on May 10, 2007 for \$6,848,000, entered into a long term lease agreement with Trinity on July 2, 2007, and issued \$32,250,000 of General Obligation Warrants on September 21, 2007, to fund

the land acquisitions and infrastructure improvements to enable Trinity to construct the Replacement Hospital on the Irondale Replacement Site.

173. Enforcement of Trinity's promise is the only remedy to prevent injustice to the City of Irondale. Accordingly, the Trinity Defendants should be estopped from re-locating to the abandoned 280 HealthSouth Hospital.

WHEREFORE, Plaintiff demands judgment against Defendants, Trinity, Community Health, Affinity Health and fictitious Defendants 1 and 4, for specific performance, or in the alternative, compensatory, consequential and punitive damages in an amount to be determined by a jury, plus interest, costs, attorneys fees and all other relief to which the Plaintiff may be lawfully entitled.

**COUNT IV**  
**(Intentional Interference with Contractual and Business Relations)**

173. Plaintiff adopts and incorporates each and every allegation of this Complaint as if stated fully herein.

174. At all times relevant to this Complaint, a contract and business relationship existed between Irondale and the Trinity Defendants to build the Replacement Hospital on the Irondale Replacement Site. Additionally, on July 2, 2007, the City of Irondale and the Trinity Defendants entered into a lease agreement to enable the Trinity Defendants to construct the Replacement Hospital on the Irondale Replacement Site.

175. At all times relevant to this Complaint, the Daniel Defendants knew or should have known of the existing contractual and business relationship between Irondale and the Trinity Defendants.

176. Prior to its purchase of the abandoned 280 HealthSouth Hospital, the Daniel Defendants began secret negotiations with the Trinity Defendants to lure Trinity away from

constructing and operating the Replacement Hospital in Irondale by offering Trinity and Community Health the abandoned 280 HealthSouth Hospital.

177. According to the Trinity Defendants, “In early 2008, Daniel Corporation was negotiating with HealthSouth for the purchase of HealthSouth’s 103-acre corporate campus. Prior to finalizing that purchase, which ultimately was completed on March 31, 2008, Daniel Corporation approached the management of Trinity about its possible interest in pursuing a relocation to the 280 site. After the inquiry from Daniel Corporation, on February 5, 2008, Bill Heburn, Sean Dardeau, and Paul Graham (all with Trinity) toured the 280 facility for the first time. The group was accompanied by Charlie Tickle, additional unknown representatives from Daniel Corporation, an unknown HealthSouth representative, and Mac McNeil. On or around February 21, 2008, Gordon Carlisle, Vice President of Facilities Management with Community Health Systems Professional Services Corporation, also toured the 280 site.”

178. On or about April 1, 2008, HealthSouth issued a press release announcing that it had sold the abandoned 280 HealthSouth Hospital to Daniel Corporation.

179. On or about September 30, 2008, the Trinity Defendants announced their intent to relocate the Existing Hospital to the abandoned 280 HealthSouth Hospital and relinquish its Certificate of Need for the same. This was a result of the Daniel Defendants’ interference with the contractual and business relationship between the City of Irondale and the Trinity Defendants.

180. On or about October 28, 2008, Trinity Defendants, Daniel Defendants, and the City of Birmingham entered into a formal agreement for the replacement and relocation of Trinity to the abandoned 280 HealthSouth Hospital in Birmingham.

181. On or about December 1, 2008, Trinity filed a new Certificate of Need application seeking approval to replace and relocate Trinity Medical Center to the abandoned 280 HealthSouth Hospital. Trinity also formally surrendered its Certificate of Need for the Replacement Hospital on the Irondale Replacement Site to the SHPDA.

182. On or about December 8, 2008, Trinity CEO Bill Heburn stated, “Daniel pulled this together and made it work. We were the right group here at the right time.”

183. On or about February 12, 2009, Trinity’s Certificate of Need 2233-H for the Replacement Hospital on the Irondale Replacement Site was declared null and void as if the application for the Certificate of Need had never been filed with the SHPDA. This was a result of the Daniel Defendants’ interference with the Ground Lease Agreement entered into between the City of Irondale and the Trinity Defendants.

184. The Daniel Defendants’ interference with the contractual and business relationship between Irondale and the Trinity Defendants was intentional, wanton, willful, and without justification or privilege.

185. As a direct and proximate consequence of the Daniel Defendants’ tortious interference with the Irondale’s contract and business relationship, Trinity breached the lease agreement and contract with the City of Irondale to construct the Replacement Hospital on the Irondale Replacement Site.

186. As a direct and proximate consequence of the Daniel Defendants’ tortious interference, the City of Irondale has suffered and will continue to suffer damages in excess of \$32,250,000.

WHEREFORE, Plaintiff demands judgment against Defendants, Daniel Corporation, Daniel Realty Company, LLC, LAKD Land Holdings, LLC, LAKD HQ, LLC, LAKD

Distribution, LLC, LAKD Investments, LLC and fictitious Defendants 1, 2, 3, and 4, for compensatory, consequential and punitive damages, in an amount to be determined by a jury, plus interest, costs, attorneys fees and all other relief to which the Plaintiff may be lawfully entitled.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**

CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY**

s/ Ernest Cory  
\_\_\_\_\_  
OF COUNSEL

**PLAINTIFF'S ADDRESS:**

City of Irondale  
c/o CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, Alabama 35205

**PLEASE SERVE DEFENDANTS BY CERTIFIED MAIL AS FOLLOWS:**

Community Health Systems, Inc.  
c/o Joseph B. Mays, Jr., Esq.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, AL 35203

Affinity Hospital, LLC, d/b/a/ Trinity Medical Center  
c/o Joseph B. Mays, Jr., Esq.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, AL 35203

Affinity Health Systems, LLC  
c/o Joseph B. Mays, Jr., Esq.  
Bradley Arant Rose & White LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, AL 35203

Daniel Corporation  
Agent: Daniel Realty Company  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243

Daniel Realty Company, LLC  
Agent: T. Charles Tickle  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243

LAKD Land Holdings, LLC  
Agent: Daniel Realty Company, LLC  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243

LAKD HQ, LLC  
Agent: Daniel Realty Company, LLC  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243

LAKD Distribution, LLC  
Agent: Daniel Realty Company, LLC  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243

LAKD Investments, LLC  
Agent: Daniel Realty Company, LLC  
3595 Grandview Parkway, Suite 400  
Birmingham, AL 35243



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY  
INCORPORATED MUNICIPALITY,** )  
)  
)  
**Plaintiff,** )  
)  
)  
v. )

**CASE NO.:** \_\_\_\_\_

**COMMUNITY HEALTH SYSTEMS, INCORPORATED; AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM; AFFINITY HEALTH SYSTEMS, LLC; DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; AND Fictitious Party Defendants No. 1, being those persons or entities who or which are the successors in interest of any named defendant in this action; No. 2, being those persons or entities who conspired with the named defendants to abandon the pursuit of constructing a hospital facility in Irondale as set out more specifically within this complaint; No. 3, being those persons entities who interfered with the business relations and/or contract between Irondale and the Trinity Defendants as set out in this complaint; No. 4, being those persons or entities who or which are the predecessors in interest of any named defendant in this action. Plaintiff avers that the identities of the Fictitious Party Defendants are otherwise unknown to the Plaintiff at this time, their identities as proper Party Defendants are not known to Plaintiff at this time but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained,** )  
)  
**Defendants.** )

**PLAINTIFF’S FIRST INTERROGATORIES TO COMMUNITY HEALTH SYSTEMS, INCORPORATED, AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM, AFFINITY HEALTH SYSTEMS, LLC (HEREINAFTER “TRINITY DEFENDANTS”)**

1. Please state the full name, address, job title and present employer of each person answering or assisting in answering these Interrogatories on behalf of Defendant.
  
2. Has the Defendant been sued under its correct legal name? If not, please state the correct legal name.

3. If Defendant or anyone to this Defendant's knowledge has secured, obtained or has knowledge of any statement or account made by any person, whether written, recorded or oral which pertains in any way to the matters which are the basis of this lawsuit, state the name and address of each person from whom a statement was obtained, the date obtained, and the name and address of the person or entity who has custody of said statement(s).

4. State the name, address, and telephone number of each person having any knowledge of facts related to the occurrences which form the basis of this lawsuit and/or the alleged damages resulting therefrom.

5. State the names and addresses of the persons and/or employees of this Defendant most knowledgeable about the facts and circumstances which form the basis of this lawsuit.

6. If you expect to call or may call an expert witness in the trial of this case, state with respect to each such expert the following:

- a. His/her name, residence address, telephone number and employer.
- b. The subject matter to which he/she is expected to testify.
- c. The substance of the facts and opinions to which he/she is expected to testify.
- d. A summary of the grounds for each opinion.
- e. His/her education and experience or other background which you contend qualifies such person to testify as an expert witness on the matters referred to in your answers to this interrogatory.
- f. List all publications, speeches, presentations, articles, or similar material ever made or written by said expert or experts.

7. Please state whether you have obtained from the Plaintiff, any statement, oral, written or recorded. If so, please state the date of obtaining any such statement and the contents of the statement.

8. Please state each and every reason why the abandoned 280 HealthSouth Hospital site was not selected as the replacement site when Trinity began looking for replacement sites prior to the submission of its CON Application for the Irondale location.

9. Please state each and every reason why Trinity originally selected the Irondale location over the abandoned 280 HealthSouth Hospital to relocate.

10. You claim in your CON Application on page 93 that “studies have been ongoing for the past eight years and ultimately resulted, in November 2006, in the filing of a Certificate of Need Application (AL-2007-224) to replace the facility and relocate it to the Irondale site...” Please identify any such “studies” and all documents evidencing, referring or relating in any way to such “studies”.

11. You state in your CON Application on page 93 that “in the intervening months [after June 22, 2008] it was discovered that the 280 Digital Hospital site was available as one component of a 103-acre corporate campus being developed by the Daniel Corporation.” Please describe in detail how the above was “discovered” stating each and every individual (name and title) involved in such discussions, the date the discussions took place, what was discussed, and all parties who were present during such discussions.

12. You state in your CON Application on page 94 that “the Irondale site was selected ‘because those earlier negotiations on the 280 Digital Hospital were unsuccessful.’” Please state each and every individual involved in such negotiations, the date such negotiations took place, and what was discussed in the negotiations.

13. Please identify the current officers, directors, partners, owners and members of the Trinity Defendants (each entity), stating their full name, address, and position held.

14. Please identify all banks, investment firms, lending institutions or financing organizations with whom the Trinity Defendants have discussed the relocation of the hospital or any development of the abandoned 280 HealthSouth Hospital site.

15. In the past five years, have the Trinity Defendants engaged in any discussions with real estate agents, brokers, developers or property owners to acquire land in the area of 800 Montclair Road and/or Grants Mill Road? If the answer is affirmative, then identify the following;

- a. The dates of such discussions;
- b. The individuals and/or entities (i.e., property owners, developers, brokers, agents, etc.) participating in such discussions;
- c. The street address of the land or property and acreage associated therewith;
- d. The results of such discussions.

16. Please identify all land use, environmental impact, and other studies and assessments conducted by or on behalf of the Trinity Defendants in the past ten years regarding any and all real property located in Jefferson County, Alabama, including the following:

- a. The dates of such studies;
- b. The location of the property under study;
- c. All persons and/or entities conducting the studies;
- d. The results of each study.

17. Do the Trinity Defendants have a written or verbal agreement or understanding with any healthcare provider in the service area whereby such provider is withholding opposition or objection to the potential relocation of Trinity Medical Center? If the answer is affirmative, then for each such agreement or understanding, identify:

- a. Any and all parties to the agreement or understanding;
- b. Any consideration given by each party to the agreement or understanding;
- c. The names of all individuals participating in and/or who are aware of the agreement or understanding;
- d. The date such agreement or understanding was reached.

18. Please identify the CEOs and members of the Board of Directors that have served Birmingham Baptist Medical Center-Montclair and Trinity Medical Center since 2000, listing the titles and years of service for each individual.

19. Please identify every person or entity who was involved in the decision to surrender the CON to build the hospital in Irondale, Alabama (CON 2233-H). For each such person, state his/her address and phone number and describe his/her role in such decision-making process.

20. Please state the date you were first approached by Daniel Corporation, Daniel Realty Company, L.L.C., LAKD Land Holdings, LLC, LAKD HQ, LLC, LAKD Distribution, LLC and/or LAKD Investments, LLC, regarding the purchase and development of the abandoned 280 HealthSouth Hospital, providing the names of each person involved in the initial contact and stating his/her address and phone number, and title/position.

21. Have there been any limited liability companies, corporations, partnerships (general or limited), professional corporations, professional associations, joint ventures, or any other type of business entity formed by and between any of the Trinity Defendants **and** Daniel Corporation, Daniel Realty Company, L.L.C., LAKD Land Holdings, LLC, LAKD HQ, LLC, LAKD Distribution, LLC, and/or LAKD, Investments, LLC, or any of the officers, stockholders, directors, or partners, thereof for the development of the abandoned 280 HealthSouth Hospital? If so, please state the names of such limited liability companies, corporations, partnerships (general or limited), professional corporations, professional associations, joint ventures, or any other type of business entity stating the name of each such entity, the individuals involved (giving the name, address and title in each organization), and the county and state where the organizational documents for such entity have been filed and recorded.

22. Please set out in detail the Trinity Defendants' relationship with the Daniel Corporation, Daniel Realty Company, L.L.C., LAKD Land Holdings, LLC, LAKD HQ, LLC, LAKD Distribution, LLC and/or LAKD Investments, LLC, stating the date such relationship

began; the type(s) of relationship that exists between them; and the relationship the Trinity Defendants have with any officers or employees of Daniel Corporation or Daniel Realty Company, L.L.C.

23. Please state whether any officer, agent, employee or contractor of the Trinity Defendants has spoken with and/or sent correspondence to persons employed by the State of Alabama, members of SHCC, members of CONRB, SHPDA, or the Office of the Governor regarding the surrender of CON 2233-H, and filing the CON Application in Project AL-2009-009. If so, please state:

- a. The substance of the discussion;
- b. The date and location of the discussion; and
- c. Who was present during the discussion.

24. Please state whether any officer, agent, employee or contractor with any of the LAKD entities listed above has spoken with and/or sent correspondence to persons employed by the State of Alabama, members of SHCC, members of CONRB, SHPDA, or the Office of the Governor regarding the surrender of CON 2233-H, and filing the CON Application in Project AL-2009-009. If so, please state:

- a. The substance of the discussion;
- b. The date and location of the discussion; and
- c. Who was present during the discussion.

25. Describe all data, studies, or other information that provides the basis for the following statement on page 4 of the CON Application: “and after more than 12 months of experience in Birmingham, the management of Trinity Medical Center has developed a deeper understanding of the community’s needs and the advantages of a less costly and more efficient alternative.”

26. Please state whether this Defendant has agreed to indemnify any other Defendant in this lawsuit. If so, please summarize the agreement including the name of the Defendant whom you have agreed to indemnify.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY** )  
**INCORPORATED MUNICIPALITY,** )  
 )  
**Plaintiff,** )  
 )  
**v.** )

**CASE NO.:** \_\_\_\_\_

**COMMUNITY HEALTH SYSTEMS, INCORPORATED; AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM; AFFINITY HEALTH SYSTEMS, LLC; DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; AND Fictitious Party Defendants No. 1, being those persons or entities who or which are the successors in interest of any named defendant in this action; No. 2, being those persons or entities who conspired with the named defendants to abandon the pursuit of constructing a hospital facility in Irondale as set out more specifically within this complaint; No. 3, being those persons entities who interfered with the business relations and/or contract between Irondale and the Trinity Defendants as set out in this complaint; No. 4, being those persons or entities who or which are the predecessors in interest of any named defendant in this action. Plaintiff avers that the identities of the Fictitious Party Defendants are otherwise unknown to the Plaintiff at this time, their identities as proper Party Defendants are not known to Plaintiff at this time but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained,** )  
 )  
**Defendants.** )

**PLAINTIFF’S FIRST INTERROGATORIES TO DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; (HEREINAFTER “DANIEL DEFENDANTS”)**

1. Please state the full name, address, job title and present employer of each person answering or assisting in answering these Interrogatories on behalf of Defendant.
  
2. Has the Defendant been sued under its correct legal name? If not, please state the correct legal name and explain your answer so that service may be properly obtained.

3. If Defendant or anyone to this Defendant's knowledge has secured, obtained or has knowledge of any statement or account made by any person, whether written, recorded or oral which pertains in any way to the matters which are the basis of this lawsuit, state the name and address of each person from whom a statement was obtained, the date obtained, and the name and address of the person or entity who has custody of said statement(s).

4. State the name, address, and telephone number of each person having any knowledge of facts related to the occurrence which is the basis of this lawsuit, the cause thereof, or the damages resulting therefrom.

5. State the name and address of the person(s) and/or employee(s) of this Defendant who is most knowledgeable about the basis of this lawsuit.

6. If you expect to call or may call an expert witness in the trial of this case, state with respect to each such expert the following:

- a. His/her name, resident address, telephone number and employer.
- b. The subject matter to which he/she is expected to testify.
- c. The substance of the facts and opinions to which he/she is expected to testify.
- d. A summary of the grounds for each opinion.
- e. His/her education and experience or other background which you contend qualifies such person to testify as an expert witness on the matters referred to in your answers to this interrogatory.
- f. List all publications, speeches, presentations, articles, or similar material ever made or written by said expert or experts.

7. Please state whether you have obtained from the Plaintiff, any statement, oral, written or recorded. If so, please state the date of obtaining any such statement and the contents of the statement.

8. Describe the contents of any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of the judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy judgment, by

stating the name of the person or entity insured, the name of the insurer, and the amount of any liability insurance coverage.

9. When did this Defendant first began negotiations to purchase the abandoned 280 HealthSouth Hospital? Please provide the names of each person involved in the initial contact stating his/her address and phone number, title/position/company, and the substance of the negotiation.

10. Please identify the current officers, directors, partners, owners and members of this Defendant, stating their full name, address, and position held.

11. Please state the date you first approached or were first approached by any other Defendant in this lawsuit regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital providing the names of each person involved in the initial contact stating his/her address and phone number, title/position/company, and the substance of the contact.

12. Have there been any limited liability corporations, partnerships (general or limited), professional corporations, professional associations, joint ventures, or any other type of business entity formed by and between this Defendant or any of the officers, stockholders, directors, or partners, thereof, and any other Defendant in this lawsuit relating to the relocation of Trinity Medical Center. If so, please state the names of such limited liability corporations, partnerships (general or limited), professional corporations, professional associations, joint ventures, or any other type of business entity stating the name of each such entity, the individuals involved (giving the name, address and title in each organization), and the county and state where the organizational documents for such entity have been filed and recorded.

13. Please set out in detail this Defendant's relationship with the each of the Trinity Defendants (Community Health, Affinity Hospital, Affinity Health and the Daniel Corporation affiliates) stating the date such relationship began, the type(s) of relationship that exists, the relationship this Defendant has with any personnel employed by any other Defendant named in this lawsuit.

14. Please state whether any officer, agent, employee or contractor of this Defendant has spoken with and/or sent correspondence to persons employed by the State of Alabama, members of SHCC, members of CONRB, SHPDA, or the Office of the Governor regarding the surrender of CON 2233-H, and filing the CON Application in Project AL-2009-009. If so, please state:

- a. The substance of the discussion;
- b. The date and location of the discussion; and
- c. Who was present during the discussion.

15. Please state whether this Defendant has agreed to indemnify any other Defendant in this lawsuit. If so, please produce and summarize the agreement including the name of the Defendant whom you have agreed to indemnify.

16. Please state whether this Defendant considers itself a competitor to and/or with the City of Irondale.

17. Please state the date you first approached or were first approached by the City of Birmingham its agents, employees or representatives regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital providing the names of each person involved in the initial contact stating his/her address and phone number, title/position/company, and the substance of the contact.

18. Please state the date you first approached or were first approached by Falls Marketing Group its agents, employees or representatives regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital providing the names of each person involved in the initial contact stating his/her address and phone number, title/position/company, and the substance of the contact.

19. Did this Defendant have any discussions and/or negotiations with Triad Hospitals regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital? If so, please provide the date, names of each person involved in the discussions stating his/her address and phone number, title/position/company, and the substance of the discussion.

20. Did this Defendant have any discussions and/or negotiations with Baptist Health regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital? If so, please provide the date, names of each person involved in the discussions stating his/her address and phone number, title/position/company, and the substance of the discussion.

21. When did this Defendant become aware of the contract between Trinity Medical Center and the City of Irondale?

22. When did this Defendant become aware of the business relationship between Trinity Medical Center and the City of Irondale?

23. When did this Defendant first begin negotiations to bring Trinity Medical Center to the abandoned 280 HealthSouth Hospital? Please provide the names of each person involved in the initial negotiations stating his/her address and phone number, title/position/company, and the substance of the contact.

24. What was the purpose of touring the abandoned 280 HealthSouth Hospital in February of 2008 with the Trinity Defendant representatives?

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY  
INCORPORATED MUNICIPALITY,** )  
)  
)  
**Plaintiff,** )

v. ) **CASE NO.:** \_\_\_\_\_  
)

**COMMUNITY HEALTH SYSTEMS, INCORPORATED; AFFINITY HOSPITAL, LLC,  
d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM; AFFINITY HEALTH  
SYSTEMS, LLC; DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC;  
LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC;  
LAKD INVESTMENTS, LLC; AND Fictitious Party Defendants No. 1, being those  
persons or entities who or which are the successors in interest of any named defendant in  
this action; No. 2, being those persons or entities who conspired with the named defendants  
to abandon the pursuit of constructing a hospital facility in Irondale as set out more  
specifically within this complaint; No. 3, being those persons entities who interfered with  
the business relations and/or contract between Irondale and the Trinity Defendants as set  
out in this complaint; No. 4, being those persons or entities who or which are the  
predecessors in interest of any named defendant in this action. Plaintiff avers that the  
identities of the Fictitious Party Defendants are otherwise unknown to the Plaintiff at this  
time, their identities as proper Party Defendants are not known to Plaintiff at this time but  
their true names will be substituted by amendment when the aforesaid lacking knowledge  
is ascertained,** )

**Defendants.** )

**PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO  
COMMUNITY HEALTH SYSTEMS, INC., AFFINITY HOSPITAL, LLC, d/b/a  
TRINITY MEDICAL CENTER OF BIRMINGHAM, AND  
AFFINITY HEALTH SYSTEMS, LLC**

COMES NOW the Plaintiff in the above styled cause and hereby propounds the following Request for Production of Documents to Defendants.

1. Any and all expert's reports which have been prepared in connection with this lawsuit or the incident giving rise to this lawsuit, if the expert is expected to or may testify in this cause as an expert.

2. All documents, reports, papers, notes, tangible things reviewed by a testifying expert.
3. All documents or tangible things prepared by any expert whom you expect to call as a witness.
4. A curriculum vitae or resume for each individual whom you may call as an expert witness at the trial of this case, including a list of all cases in which you expert has been retained, given a deposition, and/or testified at trial.
5. Any and all insurance policies, whether basic, umbrella or excess, which may pay for any judgment in this case or provide a defense in this case.
6. Any written or recorded statements of the plaintiff or his/her representatives regarding the occurrence in question or damages resulting therefrom.
7. Any documents, photographs, or other physical evidence which may be used at trial.
8. Any and all documents and tangible things which may be used as demonstrative evidence at trial.
9. A copy of all the witness and exhibit list which you plan to use at the trial of this case.
10. All documents that you receive pursuant to any subpoena other than a subpoena filed by this Plaintiff in this case.
11. Please produce all documents identified in your responses to the preceding interrogatories, or used, referred to, or relied upon to answer the preceding interrogatories.
12. Please produce all documents related to the studies and analyses undertaken by you regarding alternatives considered for the proposed relocation of Trinity Medical Center.

13. Please produce a copy of the entire file regarding the CON Applications, for both the Irondale Replacement Site and the abandoned HealthSouth 280 Hospital, including but not limited to, handwritten notes, correspondence, memos, e-mails, magnetic media, healthcare data and statistics consulted, mortality tables, interviews, documents produced and/or provided by any healthcare agency or medical providers, etc.

14. Please produce all documents produced by this Defendant in the CON Applications, for both the Irondale Replacement Site and the abandoned HealthSouth 280 Hospital.

15. Please produce all discovery responses produced by this Defendant in the CON Applications, for both the Irondale Replacement Site and the abandoned HealthSouth 280 Hospital.

16. Please produce all documents referencing your decision to select the Highway 280 Hospital site as presented in the CON Application.

17. Please produce all minutes, board resolutions, or other documents evidencing or referencing the business, decisions and actions taken by or on behalf of you for the past seven (7) years relating to the potential relocation of the hospital now referred to as Trinity Medical Center.

18. Please produce all documents which reference or pertain to any agreement or understanding between you and any other healthcare provider in the service area whereby the provider will withhold opposition or objection to the relocation to Highway 280.

19. Please produce any and all documents, notes, memos, etc., regarding any proposals by the City of Birmingham for potential sites for the relocation of Trinity Medical Center.

20. Please produce any and all agreements, contracts, correspondence or documents between Trinity Medical Center and Affinity Physician Services, LLC, referencing in any way the replacement and/or relocation of Trinity Medical Center.

21. Please produce any and all documents related to any real estate consultants, accountants, site planners, economic development consultants, economic impact consultants, traffic planners, and traffic engineers related to the relocation of the hospital.

22. Please produce any documents related to incentives offered or proposed by municipalities or other government entities attempting to attract the proposed replacement hospital.

23. Please produce your entire file pertaining to the dealings with any of the parties in this lawsuit, including but not limited to, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc. relating to the relocation of Trinity Medical Center.

24. Please produce your entire file pertaining to the dealings with the City of Birmingham, including but not limited to, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts etc. relating to the relocation of Trinity Medical Center.

25. Please produce your entire file pertaining to the dealings with HealthSouth Corporation, including but not limited to, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts etc. relating to the relocation of Trinity Medical Center.

26. Please produce any documents referencing in any way the HealthSouth Digital Hospital, including deeds, options to purchase, leases, title opinions, etc.

27. Please produce any and all contracts, memoranda, commitments, notes, agreements, etc., you have with each of the parties to this lawsuit.

28. Please produce all documentation relating to your decision not to build the Replacement Hospital on the Irondale Replacement Site.

29. Please produce the joint venture agreement(s) between Baptist Health and Triad Hospitals.

30. Please produce any and all agreements and contracts in your possession relating to the relocation of Trinity Medical Center.

31. Please produce any and all documents, correspondence, emails, contracts, agreements sent to or received from Falls Marketing Group pertaining to the relocation of Trinity Medical Center.

32. Please produce a copy of the entire file regarding the relocation of Trinity Medical Center including but not limited to all documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

33. Please produce all documents which reference or pertain to any agreement or understanding between you and any other Defendant in this litigation relating to the relocation of Trinity Medical Center.

34. Please produce any and all documents, notes, memos, etc. regarding any proposals by the City of Birmingham for the relocation of Trinity Medical Center.

35. Please produce any and all contracts, memoranda, commitments, notes, agreements, etc., you have with each of the parties to this lawsuit relating to the relocation of Trinity Medical Center.

36. Please produce all documents, emails and correspondence by and between this Defendant and any other Defendant named in this lawsuit pertaining to the relocation of Trinity Medical Center.

37. Please produce all documents, emails and correspondence by and between this Defendant and HealthSouth pertaining to the relocation of Trinity Medical Center.

38. Please produce all documents, emails and correspondence by and between this Defendant and Falls Marketing Group pertaining to the relocation of Trinity Medical Center.

39. Please produce all documents, emails and correspondence by and between this Defendant and the City of Birmingham pertaining to the relocation of Trinity Medical Center.

40. Please produce all documents, emails and correspondence sent or received by this Defendant pertaining to the relocation of Trinity Medical Center.

41. Please produce all documents, contracts, agreements, emails and correspondence pertaining to this Defendant's acquisition of Trinity Medical Center.

42. Please produce all documents, agreements, contracts, emails and correspondence pertaining to the Defendant's acquisition of Trinity Medical Center from Triad Hospitals and Baptist Health.

43. Please produce all documents, agreements, contracts, emails and correspondence pertaining to the relocation of Trinity Medical Center sent to or received from Triad Hospitals and Baptist Health.

s/ Ernest Cory  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**

CORY, WATSON, CROWDER & DeGARIS, P.C.

2131 Magnolia Avenue, Suite 200

Birmingham, AL 35205

(205) 328-2200

s/ Greg L. Morris

\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**

Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

CITY OF IRONDALE, A DULY )  
INCORPORATED MUNICIPALITY, )  
 )  
Plaintiff, )  
 )  
v. )

CASE NO.: \_\_\_\_\_

COMMUNITY HEALTH SYSTEMS, INCORPORATED; AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM; AFFINITY HEALTH SYSTEMS, LLC; DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; AND Fictitious Party Defendants No. 1, being those persons or entities who or which are the successors in interest of any named defendant in this action; No. 2, being those persons or entities who conspired with the named defendants to abandon the pursuit of constructing a hospital facility in Irondale as set out more specifically within this complaint; No. 3, being those persons entities who interfered with the business relations and/or contract between Irondale and the Trinity Defendants as set out in this complaint; No. 4, being those persons or entities who or which are the predecessors in interest of any named defendant in this action. Plaintiff avers that the identities of the Fictitious Party Defendants are otherwise unknown to the Plaintiff at this time, their identities as proper Party Defendants are not known to Plaintiff at this time but their true names will be substituted by amendment when the aforesaid lacking knowledge is ascertained, )  
 )  
Defendants. )

**PLAINTIFF’S FIRST REQUEST FOR RODUCTION TO DANIEL CORPORATION; DANIEL REALTY COMPANY, LLC; LAKD LAND HOLDINGS, LLC; LAKD HQ, LLC; LAKD DISTRIBUTION, LLC; LAKD INVESTMENTS, LLC; (HEREINAFTER “DANIEL DEFENDANTS”)**

COMES NOW the Plaintiff in the above styled cause and hereby propounds the following Request for Production of Documents to Defendants.

1. Any and all expert’s reports which have been prepared in connection with this lawsuit or the incident giving rise to this lawsuit, if the expert is expected to or may testify in this cause as an expert.

2. All documents, reports, papers, notes, tangible things reviewed by a testifying expert.
3. All documents or tangible things prepared by any expert whom you expect to call as a witness.
4. A curriculum vitae or resume for each individual whom you may call as an expert witness at the trial of this case, including a list of all cases in which you expert has been retained, given a deposition, and/or testified at trial.
5. Any and all insurance policies, whether basic, umbrella or excess, which may pay for any judgment in this case or provide a defense in this case.
6. Any written or recorded statements of the plaintiff or his/her representatives regarding the occurrence in question or damages resulting therefrom.
7. Any documents, photographs, or other physical evidence which may be used at trial.
8. Any and all documents and tangible things which may be used as demonstrative evidence at trial.
9. A copy of all the witness and exhibit list which you plan to use at the trial of this case.
10. All documents that you receive pursuant to any subpoena other than a subpoena filed by this Plaintiff in this case.
11. Please produce all documents identified in your responses to the preceding interrogatories, or used, referred to, or relied upon to answer the preceding interrogatories.
12. Please produce a copy of the entire file regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital including but not limited to all

documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

13. Please produce all minutes, board resolutions, or other documents evidencing or referencing the business, decisions and actions taken by or on behalf of you for the past seven (7) years relating to the purchase of the HealthSouth corporate campus including the abandoned 280 HealthSouth Hospital.

14. Please produce all minutes, board resolutions, or other documents evidencing or referencing the business, decisions and actions taken by or on behalf of you for the past seven (7) years relating to the relocation of Trinity Medical Center to abandoned 280 HealthSouth Hospital.

15. Please produce all documents which reference or pertain to any agreement or understanding between you and any other Defendant in this litigation relating to the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital.

16. Please produce any and all documents, notes, memos, etc. regarding any proposals by the City of Birmingham for the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital.

17. Please produce any and all documents related to any real estate consultants, accountants, site planners, economic development consultants, economic impact consultants, traffic planners, and traffic engineers related to the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital.

18. Please produce your entire file pertaining to the dealings with any of the parties in this lawsuit relating to the relocation of Trinity Medical Center, including but not limited to,

documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

19. Please produce your entire file pertaining to the dealings with the City of Birmingham relating to the relocation of Trinity Medical Center to the abandoned HealthSouth Hospital, including but not limited to, documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

20. Please produce your entire file pertaining to the dealings with HealthSouth Corporation relating to the relocation of Trinity Medical Center to the abandoned HealthSouth Hospital, including but not limited to, documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

21. Please produce your entire file pertaining to the purchase of the HealthSouth Corporation campus including the abandoned 280 HealthSouth Hospital including but not limited to, documents, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

22. Please produce your entire file pertaining to the dealings with Falls Marketing Group relating to the relocation of Trinity Medical Center to the abandoned HealthSouth Hospital, including but not limited to, documents handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, agreements, contracts, etc.

23. Please produce any documents referencing in any way the abandoned 280 HealthSouth Hospital, including deeds, options to purchase, leases, title opinions, etc.

24. Please produce any and all contracts, memoranda, commitments, notes, agreements, etc., you have with each of the parties to this lawsuit.

25. Please produce all contracts, agreements, handwritten notes, correspondence, memos, e-mails, magnetic media, company documents, minutes, organizational documents, etc. relating to the purchase of the HealthSouth corporate campus including the abandoned 280 HealthSouth Hospital.

26. Please produce all emails and correspondence by and between this Defendant and any other Defendant named in this lawsuit pertaining to the relocation of Trinity Medical Center.

27. Please produce all emails and correspondence by and between this Defendant and HealthSouth Corporation pertaining to the purchase of the HealthSouth corporate campus including but not limited to the purchase of the abandoned 280 HealthSouth Hospital.

28. Please produce all emails and correspondence by and between this Defendant and HealthSouth pertaining to the relocation of Trinity Medical Center.

29. Please produce all emails and correspondence by and between this Defendant and Falls Marketing Group pertaining to the relocation of Trinity Medical Center.

30. Please produce all email and correspondence sent or received by this Defendant pertaining to the relocation of Trinity Medical Center.

31. Please produce all emails and correspondence by and between this Defendant and the City of Birmingham pertaining to the relocation of Trinity Medical Center.

32. Please produce all documents related to the studies and analyses undertaken by you regarding the relocation of Trinity Medical Center to the abandoned 280 HealthSouth Hospital.

33. Please produce any and all contracts, memoranda, commitments, notes, agreements, etc., you have with each of the parties to this lawsuit.

34. Please produce Any and all agreements and contracts in your possession relating to the relocation of Trinity Medical Center.

35. Please produce any and all documents, emails and correspondence sent to or received from Falls Marketing Group pertaining to the relocation of Trinity Medical Center.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY** )  
**INCORPORATED MUNICIPALITY,** )  
 )  
**Plaintiff,** )  
 )  
v. )  
 )  
**COMMUNITY HEALTH SYSTEMS,** )  
**INCORPORATED, et al.** )  
 )  
**Defendants.** )

**CASE NO.:** \_\_\_\_\_

**NOTICE OF DEPOSITION PURSUANT TO A.R.C.P. 30(b)(5) and (6)**

TO: Community Health Systems, Inc.  
DATE/TIME: To Be Determined  
LOCATION: To Be Determined

Please take notice that, pursuant to Alabama Rule of Civil Procedure 30(b)(6), Plaintiff will take the deposition of **COMMUNITY HEALTH SYSTEMS, INC.**, upon oral examination before an officer authorized by law to administer oaths, at a date and time mutually agreed upon by the parties.

Pursuant to Rule 30(b)(6) said Defendant has the duty to “designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf,” and that “the person so designated shall testify as to matters known or reasonably available to the organization.”

To the person, officer, director, agent, employee or representative most knowledgeable with respect to the matters described below:

## AREAS OF INQUIRY

1. This defendant's knowledge of the reasons for attempting to move the hospital from Montclair Road to another location.
2. All potential locations considered as a replacement site for the hospital.
3. The criteria established and considered for evaluating alternative hospital sites.
4. Communications with representatives of the City of Irondale relating to the potential relocation of the hospital.
5. This defendant's knowledge of all work performed in preparation for the relocation of the hospital to the City of Irondale.
6. Communications with all other individuals or entities relating to the relocation of the hospital to sites other than within the City of Irondale.
7. The facts and circumstances set forth in the plaintiff's complaint.
8. All reasons why the CON for the Irondale replacement site was abandoned and a CON was sought for the Highway 280 location.
9. All efforts made to obtain a CON for the Irondale replacement site and then for the Highway 280 location.
10. The contractual relationships between this defendant and all other parties to this litigation.
11. The negotiation and purchase of Baptist Health's interest in Trinity.
12. The substance of this defendant's responses to plaintiff's discovery requests.
13. The corporate structure of this defendant and its relationship to any other entity with a financial interest in the outcome of this litigation.
14. The projected costs of relocating the hospital to the Irondale replacement site or the Highway 280 location.
15. The projected economic impact to the City of Irondale related to the relocation of the hospital to the Irondale replacement site.
16. The projected economic impact to the City of Birmingham related to the relocation of the hospital to the Highway 280 location.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>CITY OF IRONDALE, A DULY</b>	)	
<b>INCORPORATED MUNICIPALITY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
v.	)	<b>CASE NO.:</b> _____
	)	
<b>COMMUNITY HEALTH SYSTEMS,</b>	)	
<b>INCORPORATED, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**NOTICE OF DEPOSITION PURSUANT TO A.R.C.P. 30(b)(5) and (6)**

**TO: AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM**  
**DATE/TIME: To Be Determined**  
**LOCATION: To Be Determined**

Please take notice that, pursuant to Alabama Rule of Civil Procedure 30(b)(6), Plaintiff will take the deposition of **AFFINITY HOSPITAL, LLC, d/b/a TRINITY MEDICAL CENTER OF BIRMINGHAM** upon oral examination before an officer authorized by law to administer oaths, at a date and time mutually agreed upon by the parties.

Pursuant to Rule 30(b)(6) said Defendant has the duty to “designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf,” and that “the person so designated shall testify as to matters known or reasonably available to the organization.”

To the person, officer, director, agent, employee or representative most knowledgeable with respect to the matters described below:

## AREAS OF INQUIRY

1. This defendant's knowledge of the reasons for attempting to move the hospital from Montclair Road to another location.
2. All potential locations considered as a replacement site for the hospital.
3. The criteria established and considered for evaluating alternative hospital sites.
4. Communications with representatives of the City of Irondale relating to the potential relocation of the hospital.
5. This defendant's knowledge of all work performed in preparation for the relocation of the hospital to the City of Irondale.
6. Communications with all other individuals or entities relating to the relocation of the hospital to sites other than within the City of Irondale.
7. The facts and circumstances set forth in the plaintiff's complaint.
8. All reasons why the CON for the Irondale replacement site was abandoned and a CON was sought for the Highway 280 location.
9. All efforts made to obtain a CON for the Irondale replacement site and then for the Highway 280 location.
10. The contractual relationships between this defendant and all other parties to this litigation.
11. The negotiation and purchase of Baptist Health's interest in Trinity.
12. The substance of this defendant's responses to plaintiff's discovery requests.
13. The corporate structure of this defendant and its relationship to any other entity with a financial interest in the outcome of this litigation.
14. The projected costs of relocating the hospital to the Irondale replacement site or the Highway 280 location.
15. The projected economic impact to the City of Irondale related to the relocation of the hospital to the Irondale replacement site.
16. The projected economic impact to the City of Birmingham related to the relocation of the hospital to the Highway 280 location.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY  
INCORPORATED MUNICIPALITY,** )  
)  
)  
**Plaintiff,** )  
)  
**v.** )  
)  
**COMMUNITY HEALTH SYSTEMS,** )  
**INCORPORATED, et al.** )  
)  
**Defendants.** )

**CASE NO.:** \_\_\_\_\_

**NOTICE OF DEPOSITION PURSUANT TO A.R.C.P. 30(b)(5) and (6)**

**TO: AFFINITY HEALTH SYSTEMS, LLC**  
**DATE/TIME: To Be Determined**  
**LOCATION: To Be Determined**

Please take notice that, pursuant to Alabama Rule of Civil Procedure 30(b)(6), Plaintiff will take the deposition of **AFFINITY HEALTH SYSTEMS, LLC** upon oral examination before an officer authorized by law to administer oaths, at a date and time mutually agreed upon by the parties.

Pursuant to Rule 30(b)(6) said Defendant has the duty to “designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf,” and that “the person so designated shall testify as to matters known or reasonably available to the organization.”

To the person, officer, director, agent, employee or representative most knowledgeable with respect to the matters described below:

## AREAS OF INQUIRY

1. This defendant's knowledge of the reasons for attempting to move the hospital from Montclair Road to another location.
2. All potential locations considered as a replacement site for the hospital.
3. The criteria established and considered for evaluating alternative hospital sites.
4. Communications with representatives of the City of Irondale relating to the potential relocation of the hospital.
5. This defendant's knowledge of all work performed in preparation for the relocation of the hospital to the City of Irondale.
6. Communications with all other individuals or entities relating to the relocation of the hospital to sites other than within the City of Irondale.
7. The facts and circumstances set forth in the plaintiff's complaint.
8. All reasons why the CON for the Irondale replacement site was abandoned and a CON was sought for the Highway 280 location.
9. All efforts made to obtain a CON for the Irondale replacement site and then for the Highway 280 location.
10. The contractual relationships between this defendant and all other parties to this litigation.
11. The negotiation and purchase of Baptist Health's interest in Trinity.
12. The substance of this defendant's responses to plaintiff's discovery requests.
13. The corporate structure of this defendant and its relationship to any other entity with a financial interest in the outcome of this litigation.
14. The projected costs of relocating the hospital to the Irondale replacement site or the Highway 280 location.
15. The projected economic impact to the City of Irondale related to the relocation of the hospital to the Irondale replacement site.
16. The projected economic impact to the City of Birmingham related to the relocation of the hospital to the Highway 280 location.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY** )  
**INCORPORATED MUNICIPALITY,** )  
 )  
**Plaintiff,** )  
 )  
v. )  
 )  
**COMMUNITY HEALTH SYSTEMS,** )  
**INCORPORATED, et al.** )  
 )  
**Defendants.** )

**CASE NO.:** \_\_\_\_\_

**NOTICE OF DEPOSITION PURSUANT TO A.R.C.P. 30(b)(6)**

TO: Daniel Corporation  
DATE/TIME: To Be Determined  
LOCATION: To Be Determined

Please take notice that, pursuant to Alabama Rule of Civil Procedure 30(b)(6), Plaintiff will take the deposition of **DANIEL CORPORATION** upon oral examination before an officer authorized by law to administer oaths, at a date and time mutually agreed upon by both parties.

Pursuant to Rule 30(b)(6) said Defendant has the duty to “designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf,” and that “the person so designated shall testify as to matters known or reasonably available to the organization.”

To the person, officer, director, agent, employee or representative most knowledgeable with respect to the matters described below:

## AREAS OF INQUIRY

1. This defendant's knowledge of the reasons for the attempts to move the hospital from Montclair Road to another location.
2. All potential locations considered as a replacement site for the hospital.
3. The criteria established and considered for evaluating alternative hospital sites.
4. Communications with representatives of the City of Irondale relating to the potential relocation of the hospital.
5. This defendant's knowledge of all work performed in preparation for the relocation of the hospital to the City of Irondale.
6. Communications with all other individuals or entities relating to the relocation of the hospital to sites other than within the City of Irondale.
7. The facts and circumstances set forth in the plaintiff's complaint.
8. All reasons why the CON for the Irondale replacement site was abandoned and a CON was sought for the Highway 280 location.
9. All efforts made to obtain a CON for the Irondale replacement site and then for the Highway 280 location.
10. The contractual relationships between this defendant and all other parties to this litigation.
11. The negotiation and purchase of Baptist Health's interest in Trinity.
12. The substance of this defendant's responses to plaintiff's discovery requests.
13. The corporate structure of this defendant and its relationship to any other party and/or any other entity with a financial interest in the outcome of this litigation.
14. The projected costs of relocating the hospital to the Irondale replacement site or the Highway 280 location.
15. The projected economic impact to the City of Irondale related to the relocation of the hospital to the Irondale replacement site.
16. The projected economic impact to the City of Birmingham related to the relocation of the hospital to the Highway 280 location.

17. The negotiation and purchase of the HealthSouth Digital Hospital and campus from HealthSouth.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**

CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>CITY OF IRONDALE, A DULY</b>	)	
<b>INCORPORATED MUNICIPALITY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO.:</b> _____
	)	
<b>COMMUNITY HEALTH SYSTEMS,</b>	)	
<b>INCORPORATED, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**NOTICE OF DEPOSITION PURSUANT TO A.R.C.P. 30(b)(6)**

**TO: DANIEL REALTY COMPANY, LLC**  
**DATE/TIME: To Be Determined**  
**LOCATION: To Be Determined**

Please take notice that, pursuant to Alabama Rule of Civil Procedure 30(b)(6), Plaintiff will take the deposition of **DANIEL REALTY COMPANY, LLC** upon oral examination before an officer authorized by law to administer oaths, at a date and time mutually agreed upon by both parties.

Pursuant to Rule 30(b)(6) said Defendant has the duty to “designate one or more officers, directors, managing agents, or other persons who consent to testify on its behalf,” and that “the person so designated shall testify as to matters known or reasonably available to the organization.”

To the person, officer, director, agent, employee or representative most knowledgeable with respect to the matters described below:

## **AREAS OF INQUIRY**

1. This defendant's knowledge of the reasons for the attempts to move the hospital from Montclair Road to another location.
2. All potential locations considered as a replacement site for the hospital.
3. The criteria established and considered for evaluating alternative hospital sites.
4. Communications with representatives of the City of Irondale relating to the potential relocation of the hospital.
5. This defendant's knowledge of all work performed in preparation for the relocation of the hospital to the City of Irondale.
6. Communications with all other individuals or entities relating to the relocation of the hospital to sites other than within the City of Irondale.
7. The facts and circumstances set forth in the plaintiff's complaint.
8. All reasons why the CON for the Irondale replacement site was abandoned and a CON was sought for the Highway 280 location.
9. All efforts made to obtain a CON for the Irondale replacement site and then for the Highway 280 location.
10. The contractual relationships between this defendant and all other parties to this litigation.
11. The negotiation and purchase of Baptist Health's interest in Trinity.
12. The substance of this defendant's responses to plaintiff's discovery requests.
13. The corporate structure of this defendant and its relationship to any other party and/or any other entity with a financial interest in the outcome of this litigation.
14. The projected costs of relocating the hospital to the Irondale replacement site or the Highway 280 location.
15. The projected economic impact to the City of Irondale related to the relocation of the hospital to the Irondale replacement site.
16. The projected economic impact to the City of Birmingham related to the relocation of the hospital to the Highway 280 location.

17. The negotiation and purchase of the HealthSouth Digital Hospital and campus from HealthSouth.

s/ Ernest Cory  
\_\_\_\_\_  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**

CORY, WATSON, CROWDER & DeGARIS, P.C.  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
\_\_\_\_\_  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

**CITY OF IRONDALE, A DULY  
INCORPORATED MUNICIPALITY,** )  
 )  
 )  
**Plaintiff,** )  
 )  
 )  
v. )  
 )  
**COMMUNITY HEALTH SYSTEMS,** )  
**INCORPORATED, et al.** )  
 )  
**Defendants.** )

**CASE NO.:** \_\_\_\_\_

**NOTICE OF DEPOSITION**

TO: Bill Heburn  
DATE/TIME: To Be Determined  
LOCATION: To Be Determined

Please take notice that Plaintiff will take the deposition of **BILL HEBURN** on oral examination for the purpose of discovery or use as evidence in this action in accordance with the Alabama Rules of Civil Procedure. Said deposition is to be held on the date and time set out herein, and shall be taken before a certified court reporter who is authorized to administer oath under the laws of the State of Alabama.

s/ Ernest Cory  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
CORY, WATSON, CROWDER & DeGARIS, P.C.  
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Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

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**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>CITY OF IRONDALE, A DULY</b>	)	
<b>INCORPORATED MUNICIPALITY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO.:</b> _____
	)	
<b>COMMUNITY HEALTH SYSTEMS,</b>	)	
<b>INCORPORATED, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**NOTICE OF DEPOSITION**

TO: Charles Tickle, Daniel Realty Company, LLC.

DATE/TIME: To Be Determined

LOCATION: To Be Determined

Please take notice that Plaintiff will take the deposition of **CHARLES TICKLE** on oral examination for the purpose of discovery or use as evidence in this action in accordance with the Alabama Rules of Civil Procedure. Said deposition is to be held on the date and time set out herein, and shall be taken before a certified court reporter who is authorized to administer oath under the laws of the State of Alabama.

s/ Ernest Cory  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
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Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

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**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>CITY OF IRONDALE, A DULY</b>	)	
<b>INCORPORATED MUNICIPALITY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO.:</b> _____
	)	
<b>COMMUNITY HEALTH SYSTEMS,</b>	)	
<b>INCORPORATED, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**NOTICE OF DEPOSITION**

TO: David Miller, Community Health Systems, Inc.

DATE/TIME: To Be Determined

LOCATION: To Be Determined

Please take notice that Plaintiff will take the deposition of **DAVID MILLER** on oral examination for the purpose of discovery or use as evidence in this action in accordance with the Alabama Rules of Civil Procedure. Said deposition is to be held on the date and time set out herein, and shall be taken before a certified court reporter who is authorized to administer oath under the laws of the State of Alabama.

s/ Ernest Cory  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
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Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

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**PLEASE SERVE WITH SUMMONS AND COMPLAINT**



**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>CITY OF IRONDALE, A DULY</b>	)	
<b>INCORPORATED MUNICIPALITY,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>CASE NO.:</b> _____
	)	
<b>COMMUNITY HEALTH SYSTEMS,</b>	)	
<b>INCORPORATED, et al.</b>	)	
	)	
<b>Defendants.</b>	)	

**NOTICE OF DEPOSITION**

**TO:** Gordon Carlisle, Community Health Systems, Inc.

**DATE/TIME:** To Be Determined

**LOCATION:** To Be Determined

Please take notice that Plaintiff will take the deposition of **GORDON CARLISLE** on oral examination for the purpose of discovery or use as evidence in this action in accordance with the Alabama Rules of Civil Procedure. Said deposition is to be held on the date and time set out herein, and shall be taken before a certified court reporter who is authorized to administer oath under the laws of the State of Alabama.

s/ Ernest Cory  
**ERNEST CORY (COR010)**  
**JASON A. SHAMBLIN (SHA054)**  
**HIRLYE R. "RYAN" LUTZ, III (LUT005)**  
Attorneys for Plaintiff

**OF COUNSEL:**  
**CORY, WATSON, CROWDER & DeGARIS, P.C.**  
2131 Magnolia Avenue, Suite 200  
Birmingham, AL 35205  
(205) 328-2200

s/ Greg L. Morris  
**GREG L. MORRIS (MOR097)**  
Attorney for City of Irondale

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**PLEASE SERVE WITH SUMMONS AND COMPLAINT**