



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

**ROBERT B. SANSOME and
GAIL SANSOME,**

Plaintiffs,

v.

**HOAR CONSTRUCTION, LLC;
LAKESHORE DATA CENTER, LLC;
NEBIUS, INC.; THE CITY OF
BIRMINGHAM, ALABAMA; et al.,**

Defendants.

Case No. CV-2026-902889.00

**PLAINTIFFS' NOTICE OF INTENT TO SERVE SUBPOENA FOR PRODUCTION OF
DOCUMENTS ON NON-PARTY 201 MILAN BIRMINGHAM, LLC**

Pursuant to Rule 45(a)(3)(A) of the Alabama Rules of Civil Procedure, Plaintiffs Robert B. Sansome and Gail Sansome give notice to every other party that, upon the expiration of fifteen (15) days from the service of this Notice, Plaintiffs intend to request the issuance of, and to serve, a subpoena for the production of documents, electronically stored information, and things upon non-party 201 Milan Birmingham, LLC, a Delaware limited liability company, 201 Milan Birmingham, LLC, c/o Northwest Registered Agent Service, 212 West Troy Street, Suite B, Dothan, AL 36303. A copy of the proposed subpoena, including its Exhibit A (Definitions, Instructions, and Documents Requested), is attached to this Notice as required by Rule 45(a)(3)(A).

The subpoena seeks records from 201 Milan Birmingham, LLC, the Delaware limited liability company that took title to the Project site from United States Steel Corporation (Inst. No. 2025089420, recorded September 30, 2025) and from Defendant Lakeshore Data Center, LLC (Inst. No. 2025089723, recorded October 1, 2025 at 10:22 a.m.) and conveyed it to Defendant

Alabama ADC Holdings LLC less than one hour later (Inst. Nos. 2025089776 and 2025089777, recorded October 1, 2025 at 11:16 and 11:17 a.m.), its organizational and authority documents, its contracts with the sellers and with Alabama ADC Holdings LLC (including the Purchase and Sale Agreement dated as of July 25, 2025 recited in the deeds), settlement statements, funds-flow records, valuations, and communications concerning the Parcels and the sequence of conveyances. Those records bear on the balance of the equities, self-created hardship, the good faith of any claimed reliance, the “active concert” inquiry under Rule 65(d)(2), and Defendants’ asserted equitable defenses, as framed by the Court’s August 12, 2026 scope ruling for the March 8, 2027 trial of Counts I through V. Nothing in the subpoena seeks discovery on the reserved Counts VI through VIII, and Plaintiffs reserve their jury demand as to those Counts.

Under Rule 45(a)(3)(B), any person or party may serve an objection to the issuance of the subpoena within ten (10) days of the service of this Notice, in which event the subpoena shall not issue absent an order of the Court. Under Rule 45(a)(3)(D), Plaintiffs will make available a duplicate of any copies obtained pursuant to the subpoena at the request of any other party upon payment of the reasonable cost of making such copies.

Respectfully submitted this 18th day of September, 2026.

Respectfully,

/s/ K. Mark Parnell

K. Mark Parnell

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s/ Donald R. James, Jr
Donald R. James, Jr.

s/ Joel E. Dillard
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/s/ David McKnight
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Counsel for the Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of September 2026, a copy of the foregoing has been served on all counsel of record through the AlaFile Electronic Filing System.

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/s/ Donald R. James, Jr.
 Donald R. James, Jr.

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Defendants.

Case No. CV-2026-902889.00

**SUBPOENA FOR PRODUCTION OF DOCUMENTS, ELECTRONICALLY STORED
INFORMATION, AND THINGS TO NON-PARTY (Ala. R. Civ. P. 45(a)(3))**

TO: 201 Milan Birmingham, LLC
c/o Northwest Registered Agent Service
212 West Troy Street, Suite B
Dothan, AL 36303

YOU ARE COMMANDED to produce and permit inspection and copying of the documents, electronically stored information, and things described in the attached Exhibit A, which is incorporated herein by reference, at the following place, date, and time, or at such other place, date, and time as may be agreed in writing between you and the undersigned counsel:

Place: Dillard, McKnight, James & McElroy, LLP, Attn: Donald R. (Randy) James, Jr., 2700 Highway 280, Suite 110 East, Birmingham, Alabama 35223 (or by secure electronic transmission to rjames@dillardmcknight.com and parnell@ptlawllc.com)

Date and time: October 23, 2026, at 10:00 a.m.

Production shall be made in accordance with the Instructions in Exhibit A. You are not required to appear in person if the responsive documents and things are delivered, together with

the certification described in Exhibit A, to the place designated above on or before the date and time stated.

This subpoena is issued pursuant to Rule 45(a)(3) of the Alabama Rules of Civil Procedure following service on all parties of Plaintiffs' Notice of Intent to Serve Subpoena on September 18, 2026, and the expiration of the fifteen-day period prescribed by Rule 45(a)(3)(A) without objection.

NOTICE TO THE PERSON SERVED — RIGHTS AND DUTIES UNDER ALA. R. CIV. P. 45(c) AND (d)

Protection from undue burden. A party or attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. Ala. R. Civ. P. 45(c)(1).

Written objection. Subject to Rule 45(d)(2), a person commanded to produce and permit inspection, copying, testing, or sampling may, at any time before the time specified for compliance, serve upon the attorney designated in this subpoena written objection to producing any or all of the designated materials. If objection is made, the party serving the subpoena shall not be entitled to the materials except pursuant to an order of the court from which the subpoena was issued. Ala. R. Civ. P. 45(c)(2)(B).

Motion to quash or modify. On timely motion, the court from which a subpoena was issued shall quash or modify the subpoena if it fails to allow reasonable time for compliance, requires disclosure of privileged or other protected matter and no exception or waiver applies, or subjects a person to undue burden. Ala. R. Civ. P. 45(c)(3).

Manner of production. A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand. Ala. R. Civ. P. 45(d)(1).

Privilege claims. When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim. Ala. R. Civ. P. 45(d)(2).

ISSUED BY:

Clerk, Circuit Court of Jefferson County, Alabama
By: _____, Deputy Clerk
Date of issuance: _____, 2026

ATTORNEY REQUESTING ISSUANCE AND DESIGNATED FOR OBJECTIONS:

K. Mark Parnell (PAR039)

Parnell Thompson, LLC

120 19th Street North, Suite 2134

Birmingham, Alabama 35203

(205) 582-2766 | parnell@ptlawllc.com

Attorney for Plaintiffs Robert B. Sansome and Gail Sansome

RETURN OF SERVICE

I certify that I served this subpoena, with Exhibit A attached, on 201 Milan Birmingham, LLC on _____, 2026, by ☐ personal delivery to its registered agent / authorized officer, _____, at _____; ☐ certified mail, return receipt requested, Article No. _____; ☐ commercial carrier, tracking no. _____. Ala. R. Civ. P. 45(b)(1).

 Server (print name and title): _____

I am not a party, am not related within the third degree by blood or marriage to any party seeking service, and am not less than 19 years of age.

EXHIBIT A**TO SUBPOENA FOR PRODUCTION OF DOCUMENTS TO NON-PARTY 201 MILAN BIRMINGHAM, LLC**

Sansome v. Hoar Construction, LLC, et al., No. 01-CV-2026-902889.00 (Cir. Ct. Jefferson Cty., Ala.)

I. DEFINITIONS

1. “You” and “Your” mean the person or entity to whom this subpoena is directed, and its present and former parents, subsidiaries, affiliates, divisions, predecessors-in-interest, officers, directors, members, managers, partners, employees, agents, brokers, attorneys, and other representatives acting or purporting to act on its behalf.
2. “Instruments” means the instruments recorded in the Office of the Judge of Probate of Jefferson County, Alabama as Inst. No. 2025089420 (recorded September 30, 2025) and Inst. Nos. 2025089695, 2025089723, 2025089776, and 2025089777 (each recorded October 1, 2025), and “Instrument” means any one of them.
3. “Parcels” or “Property” means (i) Lot 1-A according to the Final Plat of Regions Lakeshore Operations, Map Book 240, Page 22 (201 Milan Parkway, Birmingham, Alabama 35211); (ii) Lot 6 according to the Final Plat of USS Oxmoor Corporate Park, Map Book 207, Page 24 and Bessemer Map Book 37, Page 30, and Lot 5-A according to the Resurvey of Lot 5, USS Oxmoor Corporate Park, Map Book 45, Page 83 (250 and 260 Milan Parkway); and (iii) the real property known as 2500 Venice Road, Birmingham, Alabama; and “Parcel” means any one of them.
4. “Project” means the hyperscale artificial-intelligence data center development of approximately 300 megawatts planned or under construction on the Parcels by Nebius, Inc., Nebius Group N.V., Alabama ADC Holdings LLC, and their affiliates and contractors (sometimes referred to publicly as the “Birmingham AI Factory” or “BHM01”).
5. “Regions Bank” means Regions Bank, an Alabama banking corporation, its parent Regions Financial Corporation, and their affiliates, officers, employees, agents, and representatives, including Paul Stivender and Keith Pressley.
6. “Lakeshore” means Defendant Lakeshore Data Center, LLC, and its members, managers, officers, employees, agents, attorneys, and representatives, including Robert O. Burton.
7. “Hoar” means Defendant Hoar Construction, LLC, Hoar Holdings, LLC, and their affiliates, officers, employees, agents, and representatives, including Robert O. Burton and Turner Burton.
8. “Nebius” means Nebius, Inc. and Nebius Group N.V., and each of their affiliates, officers, employees, agents, brokers, attorneys, consultants, and representatives, including Victoriya Vidma.
9. “ADC” means Alabama ADC Holdings LLC, a Delaware limited liability company, and its members, managers, officers, employees, agents, attorneys, and representatives.

10. “201 Milan” means 201 Milan Birmingham, LLC, a Delaware limited liability company, and its members, managers, officers, employees, agents, attorneys, and representatives.
11. “Raeden” means Raeden RE, LLC, a Delaware limited liability company, any affiliate operating under the Raeden name, and their members, managers, officers, employees, agents, and representatives, including Kari (Karin) Schrader.
12. “Transaction Parties” means Regions Bank, Lakeshore, Hoar, Nebius, ADC, 201 Milan, Raeden, United States Steel Corporation, Robert O. Burton, and Karin Schrader, and the attorneys, brokers, and agents of each.
13. “Purchase Agreement” means the Purchase and Sale Agreement executed by and between 201 Milan and ADC as of July 25, 2025, referenced in Inst. Nos. 2025089776 and 2025089777, together with every amendment, schedule, exhibit, side letter, and assignment thereof.
14. “Closings” means the transactions consummated by the Instruments, including the marketing, offering, negotiation, contracting, due diligence, valuation, approval, financing, closing, recording, and post-closing administration of each, and “Closing” means any one of them.
15. “City” means the City of Birmingham, Alabama, its Department of Planning, Engineering and Permits, its Zoning Board of Adjustment, its Zoning Advisory Committee, its City Council, its Mayor, and every official, employee, and agent of any of them.
16. “Conceptual Plan” means the Council-approved conceptual plan governing the Parcels under the Mixed-Use District (MXD) provisions of the Zoning Ordinance of the City of Birmingham.
17. “Document” has the broadest meaning permitted by Ala. R. Civ. P. 34(a) and 45, and includes electronically stored information of every kind (including e-mail, text and instant messages, messages on any chat or collaboration platform, calendar entries, voicemail, databases, spreadsheets with formulas intact, native drawing files, images, and metadata), drafts, non-identical copies, and any tangible thing.
18. “Communication” means any transmission or exchange of information by any means, whether written, electronic, oral (to the extent memorialized in any Document), or otherwise, including meetings, calls, site visits, and presentations.
19. “Concerning” means relating to, referring to, describing, evidencing, constituting, reflecting, or commenting upon.
20. “Documents sufficient to show” means Documents adequate to establish the fact or facts requested; You may satisfy such a request by producing a subset of responsive Documents that establishes those facts, but shall not withhold any Document on the ground that it is duplicative if the produced subset does not fully establish the facts.
21. “Period” means January 1, 2025 through the date of Your response, unless a Request states a different period.

II. INSTRUCTIONS

1. Unless otherwise stated, each Request refers to the Period.

2. Produce Documents as they are kept in the usual course of business or organize and label them to correspond with the numbered Requests. Ala. R. Civ. P. 45(d)(1). Electronically stored information shall be produced in reasonably usable form: e-mail and office documents as searchable PDF with a load file preserving family relationships and the metadata fields custodian, author, date created, date last modified, date sent/received, and file path; spreadsheets, databases, drawings, and photographs in native format. Plaintiffs will confer in good faith regarding any alternative form of production, cost-shifting for voluminous ESI, or a rolling production schedule.
3. If any Document is withheld under a claim of privilege or protection, provide a log identifying, for each Document, its date, author(s), recipient(s), general subject matter, the privilege or protection claimed, and the Request(s) to which it is responsive. Ala. R. Civ. P. 45(d)(2). A Document that is responsive in part shall be produced with only the privileged portion redacted and the redaction noted.
4. If any responsive Document was but no longer is in Your possession, custody, or control, identify the Document, the date and circumstances of its disposition, and the person or entity believed to have possession of it. If a Document is retained by a third party on Your behalf (including a broker, closing attorney, title company, escrow agent, outside counsel, appraiser, surveyor, records-storage vendor, or cloud service provider), it is within Your control and shall be produced.
5. Plaintiffs will reimburse the reasonable costs of copying and production upon submission of an itemized invoice, and will confer in advance regarding any anticipated cost that You contend is unreasonable. Ala. R. Civ. P. 45(c)(1).
6. Production shall be accompanied by a written certification, executed by a custodian or other qualified person, stating that the Documents produced are true and complete copies of records made and kept in the regular course of Your business, sufficient to satisfy Ala. R. Evid. 803(6) and 902(11).
7. These Requests are continuing to the extent permitted by the Alabama Rules of Civil Procedure. If additional responsive Documents are located after Your initial production, produce them promptly.
8. The singular includes the plural and vice versa; “and” and “or” shall be construed conjunctively or disjunctively as necessary to bring within the scope of a Request all Documents that might otherwise be construed to be outside its scope; “including” means “including without limitation.”
9. Nothing in these Requests seeks Documents Concerning the design, engineering, construction means and methods, noise, emissions, or operations of the Project, or Concerning Counts VI through VIII of the Verified Complaint, which are reserved for jury trial.

III. SCOPE

These Requests are limited to the equitable claims to be tried March 8, 2027 (Counts I through V of the Verified Complaint) and to the elements and defenses framed by the Court’s August 12, 2026 scope ruling, namely: whether the Project is an authorized use under the Zoning Ordinance of the City of Birmingham and the Mixed-Use District regulations applicable to the Parcels; whether any prior use of the Parcels confers vested-right or nonconforming-use status on the

Project; the balance of the equities, including whether any hardship claimed by Defendants was self-created and whether any reliance was in good faith; the persons who act in concert or participation with Defendants for purposes of Ala. R. Civ. P. 65(d)(2); the amount of any security under Ala. R. Civ. P. 65(c); and each equitable defense asserted by Defendants. Nothing herein seeks discovery Concerning Counts VI through VIII, which are reserved for jury trial.

You were the grantee under Inst. Nos. 2025089420 and 2025089723 and the grantor under Inst. Nos. 2025089776 and 2025089777.

IV. DOCUMENTS REQUESTED

REQUEST NO. 1. Organization and authority. Your certificate of formation, limited liability company agreement and amendments, and Documents sufficient to identify every member, manager, and authorized signatory and the date each was appointed.

REQUEST NO. 2. Agreements with affiliates and Transaction Parties. Every agreement between You and Raeden RE, LLC, Karin Schrader, Nebius, Inc., Nebius Group N.V., Alabama ADC Holdings LLC, Lakeshore, Hoar, or Robert O. Burton, including management, services, fee, indemnity, guaranty, and assignment agreements.

REQUEST NO. 3. Purchase Agreement. The Purchase Agreement and every amendment, and every draft exchanged with Alabama ADC Holdings LLC or Nebius, Inc.

REQUEST NO. 4. Acquisition contracts. Every contract, letter of intent, term sheet, assignment, or option for Your acquisition of any Parcel, including from Lakeshore and from United States Steel Corporation.

REQUEST NO. 5. Funds flow. Settlement statements, bank and escrow records, and wire confirmations sufficient to show the source of the funds used to pay Lakeshore and United States Steel Corporation and the disposition of every dollar received from Alabama ADC Holdings LLC.

REQUEST NO. 6. Fees and distributions. Documents sufficient to show every fee, commission, distribution, or other payment made by You or on Your behalf to any person in connection with the Closings, by payee, date, and amount.

REQUEST NO. 7. Valuations. Every appraisal, valuation, or allocation of purchase price for any Parcel.

REQUEST NO. 8. Communications with sellers and Hoar. All Communications with Regions Bank, Lakeshore, Hoar, Robert O. Burton, or United States Steel Corporation Concerning the Parcels, the Closings, or the sequence of conveyances.

REQUEST NO. 9. Early communications with Nebius. All Communications with Nebius, Inc., Nebius Group N.V., or Alabama ADC Holdings LLC Concerning the Parcels dated on or before July 25, 2025.

REQUEST NO. 10. Zoning and moratorium. Every Document Concerning the zoning of the Parcels, the Conceptual Plan, special exceptions, the City's data-center moratorium or December 16, 2025 notice of intent, or a data-center use of the Parcels, dated on or before October 1, 2025.

REQUEST NO. 11. Association and ARC. Every estoppel certificate, Architectural Review Committee application, approval, or Communication with Oxmoor Corporate Park Association, Inc.

REQUEST NO. 12. Addresses and agents. Documents sufficient to show Your mailing addresses and registered agents at 8 The Green, Suite #12728, Dover, Delaware 19901 and 838 Walker Road, Suite 21-2, Dover, Delaware 19904, and the dates each was used.

REQUEST NO. 13. Accounts. Documents sufficient to identify every account into which proceeds of any Closing were deposited and every account from which any payment for the Parcels was made.