



IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

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

Plaintiffs,

v.

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

Defendants.

**CIVIL ACTION NUMBER:
CV-2026-902889**

**DEFENDANTS' CONSOLIDATED OBJECTIONS TO NOTICES OF INTENT TO
SERVE SUBPOENAS ON 201 MILAN BIRMINGHAM, LLC, RAEDEN RE, LLC, AND
ALABAMA ADC HOLDINGS LLC**

Defendants Hoar Construction, LLC, Lakeshore Data Center, LLC, Nebius, Inc., and the City of Birmingham, pursuant to Alabama Rule of Civil Procedure 45(a)(3)(B), object to the issuance of the subpoenas proposed in Plaintiffs' Notice of Intent to Serve Subpoena for Production of Documents on Non-Party 201 Milan Birmingham, LLC [Doc. 168], Plaintiffs' Notice of Intent to Serve Subpoena for Production of Documents on Non-Party Raeden RE, LLC [Doc. 172], and Plaintiffs' Notice of Intent to Serve Subpoena for Production of Documents on Non-Party Alabama ADC Holdings LLC [Doc. 178]. Defendants object to the issuance of each proposed subpoena in its entirety.

The proposed subpoenas exceed the scope of discovery authorized by the Court for the March 8, 2027 trial. They also seek extensive new affirmative evidence after the Court has expressly ruled that the *Sansome* Plaintiffs have completed their evidentiary presentation and must

stand on that record. In addition, the subpoenas seek overlapping, party-style corporate and financial discovery from 201 Milan, Raeden, and Alabama ADC concerning matters affirmatively pleaded against all three entities in the related *Greene* action, rather than discovery narrowly directed to the *Sansome* Plaintiffs’ rebuttal case for March 8.

Accordingly, Defendants object to issuance of the proposed subpoenas in their present form.

1. The subpoenas exceed the scope of discovery authorized for the March 8 trial.

The Court has previously defined both (1) the issues to be tried on March 8 and (2) the discovery permitted in preparation for that trial. On August 12, 2026, the Court granted Plaintiffs’ Motion to Advance the Trial on the Merits and set a non-jury trial “on the limited equitable issues articulated in Plaintiff’s Motion.” [Doc. 129.] The subsequent Scheduling Order likewise limits the remaining discovery to “non-party discovery and expert discovery relating to claims and defenses being tried on March 8, 2027.” [Doc. 143 ¶ 2.]

The Court further clarified the limited scope of discovery in its September 17, 2026 Order [Doc. 166]. Although the Court consolidated the related actions for purposes of non-jury trial, discovery, and case management, it expressly left the Scheduling Order in effect. More importantly, the Court ruled that the “Sansome Plaintiffs’ have already closed their evidentiary presentation and shall stand on their completed record,” subject only to the right to present rebuttal evidence if necessary. [Doc. 166, ¶¶ 2, 4.]

Instead of being reasonably tailored to that limited scope, the noticed subpoenas to 201 Milan, Raeden, and Alabama ADC are plainly directed at doing full transaction discovery for purposes other than the March trial. Together, they contain thirty-five separate document requests. Among other things, Plaintiffs seek 201 Milan’s “certificate of formation,” “limited liability

company agreement,” “Purchase Agreement,” “bank and escrow records,” “wire confirmations,” and “[e]very appraisal, valuation, or allocation of purchase price”; Raeden’s “engagement, consulting, brokerage, site-selection, development-services, or fee agreement,” “Purchase Agreement,” “all Communications” with Regions, Hoar, Lakeshore, U.S. Steel, Nebius, and Alabama ADC, and “every fee, commission, promote, distribution, or other compensation”; and Alabama ADC’s “certificate of formation,” “limited liability company agreement,” “Purchase Agreement,” “settlement statement[s],” documents showing the “source of the funds,” “every appraisal, valuation, purchase-price allocation, or investment approval memorandum,” “every due-diligence report,” financing documents, and documents sufficient to show each component of any stated “investment” figure. [Docs. 168, 172 & 178, Ex. A.]

The proposed subpoenas are not discovery narrowly directed to Plaintiffs’ rebuttal case on the limited issues remaining for March 8. Instead, they are an attempt to develop a broad new affirmative evidentiary record concerning the structure and economics of the acquisition transactions.

2. The subpoenas are inconsistent with the Court’s ruling that the Sansome Plaintiffs must stand on their completed evidentiary record.

The Court entered its September 17 Order before Plaintiffs served all three Notices on September 18. Thus, when Plaintiffs noticed the 201 Milan, Raeden, and Alabama ADC subpoenas, the Court had already ruled that the Sansome Plaintiffs had “closed their evidentiary presentation” and “shall stand on their completed record,” while preserving only their ability to offer rebuttal evidence if necessary. [Doc. 166, ¶ 4.]

The proposed subpoenas plainly are not limited to potential rebuttal. They seek affirmative evidence concerning subjects ranging from the organization and contractual relationships of 201 Milan, Raeden, and Alabama ADC to the source and disposition of funds, compensation,

valuations, due diligence, financing, communications, closings, and the components of Defendants' asserted investment in the property.

The proposed subpoenas to 201 Milan, Raeden, and Alabama ADC are an attempted end-run around the Court's discovery limitations.

3. The subpoenas use “non-party” discovery to pursue broad discovery concerning claims asserted against 201 Milan, Raeden, and Alabama ADC in *Greene*.

201 Milan, Raeden, and Alabama ADC are not unrelated third parties to the consolidated litigation. Although none is a named defendant in *Sansome*, all three are named defendants in *Greene v. Nebius, Inc., et al.*, No. CV-2026-902109, and 201 Milan and Alabama ADC are also named defendants in *Greater Birmingham Humane Society v. City of Birmingham, et al.*, No. CV-2026-903074. The Second Amended Complaint in *Greene* alleges that Raeden manages 201 Milan, that Raeden acted through Karin Schrader in executing deeds on 201 Milan's behalf, that 201 Milan acquired and conveyed parcels in the September 2025 acquisition transactions, that Alabama ADC is a Nebius affiliate that acquired and holds legal title to the Project parcels, and that all three entities participated in what Plaintiffs characterize as the acquisition “scheme.” [*Greene*, Doc. 56, ¶¶ 35-39, 81-85.]

More importantly, *Greene* asserts separate claims based on those same transactions against all three entities. Count XII seeks a declaratory judgment concerning the “Economic Substance of the September 30, 2025 Acquisition Cascade” and the magnitude of the Developer Defendants' economic investment for purposes of takings, vested-rights, balance-of-equities, or related analysis. Count XIII asserts civil-conspiracy and joint-enterprise claims based in part on the acquisition cascade and alleged concerted conduct. [*Greene*, Doc. 56, Counts XII-XIII.]

That matters because this Court has consolidated the related actions for discovery and case management, but it has not enlarged the Scheduling Order or the limited March 8 proceeding.

[Doc. 166, ¶¶ 1-2.] The proposed subpoenas nevertheless characterize 201 Milan, Raeden, and Alabama ADC as “non-parties” and seek comprehensive party-style discovery into the very transaction allegations affirmatively pleaded against them in *Greene*. The overlap is substantial: the Raeden subpoena expressly seeks information concerning 201 Milan’s formation, authority, acquisition contracts, and communications; the 201 Milan subpoena seeks overlapping agreements, transaction documents, financial records, valuations, and communications; and the Alabama ADC subpoena seeks the “Purchase Agreement,” the “source of the funds,” valuations and purchase-price allocations, payments to Transaction Parties, due-diligence materials, financing, and the components of the asserted “investment” figure. [Docs. 168, 172 & 178, Ex. A.]

It does not follow that the *Sansome* Plaintiffs — whose affirmative evidentiary presentation on the March 8 issues is closed — may use Rule 45 to develop a *Greene*-focused record for the March 8 trial. Indeed, the fact that *Greene* pleads the acquisition cascade as an independent basis for relief confirms the distinction between *Greene* and this case.

Using the March 8 non-party-discovery provision in this manner would effectively collapse the Court’s limited March 8 discovery schedule into general merits discovery on the consolidated actions.

4. The transaction-related requests are substantially broader than any issue remaining for March 8.

Plaintiffs seek virtually the entire internal history and economics of 201 Milan’s, Raeden’s, and Alabama ADC’s roles in the property transactions. [Docs. 168, 172 & 178, Ex. A.] Plaintiffs attempt to connect this broad discovery to the balance of the equities, alleged self-created hardship, good-faith reliance, Rule 65(d)(2), the amount of any security, and Defendants’ equitable defenses. [Docs. 168, 172 & 178, Ex. A.] The *Greene* Plaintiffs likewise have pleaded the transaction

economics in connection with vested-rights and balance-of-equities theories. But neither those labels nor the broader allegations in *Greene* enlarge the limited March 8 proceeding or make every aspect of 201 Milan's, Raeden's, and Alabama ADC's corporate structure, financial affairs, and transaction history properly discoverable by the Sansome Plaintiffs for that trial.

It is possible that targeted evidence actually bearing on a specific claim or defense to be tried March 8 could be permissible. The noticed subpoenas are not so limited, however. They seek wholesale discovery into the corporate and financial affairs of 201 Milan, Raeden, and Alabama ADC and the history and economics of the acquisition transactions.

CONCLUSION

Pursuant to Rule 45(a)(3)(B), Defendants object to the issuance of the proposed subpoenas to 201 Milan Birmingham, LLC, Raeden RE, LLC, and Alabama ADC Holdings LLC in their present form. The proposed subpoenas therefore should not issue absent further order of the Court.

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CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2026, I filed the foregoing using the AlaFile system. All counsel of record will be served electronically.

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