

19-CV-2251

CAUSE NO. \_\_\_\_\_

SAHM PROPERTIES WOODLAND HILLS, LLC,	§	IN THE DISTRICT COURT
	§	
	§	
	§	
<i>Plaintiff,</i>	§	
	§	
	§	
V.	§	OF GALVESTON COUNTY, TEXAS
	§	
	§	
SSH MEDICAL CENTER LLC, D/B/A FIRST CHOICE EMERGENCY ROOM & FIRST CHOICE ER, LLC,	§	Galveston County - 212th District Court
	§	
	§	
	§	JUDICIAL DISTRICT COURT
<i>Defendants.</i>	§	
	§	

---

### PLAINTIFF'S ORIGINAL PETITION

---

Plaintiff SAHM Properties Woodland Hills, LLC (“Plaintiff” or “SAHM”), files this Original Petition against Defendants SSH Medical Center LLC d/b/a First Choice Emergency Room (“SSH Medical Center”) and First Choice ER, LLC (“First Choice”) (collectively, the “Defendants”), and in support thereof, respectfully shows this Court as follows:

#### I. INTRODUCTION

This is a breach-of-contract and breach-of-guaranty action. Plaintiff is a party to a valid lease agreement with SSH Medical Center. First Choice is the named guarantor on the lease. SSH Medical Center breached the lease agreement by failing to pay rent and other amounts owed. First Choice breached its obligations as guarantor by failing to pay the amounts owed by SSH Medical Center.

#### II. DISCOVERY CONTROL PLAN

1. Plaintiff requests that this lawsuit proceed under a Level 3 Discovery Control Plan pursuant to Texas Rule of Civil Procedure 190.4.

### **III. PARTIES AND SERVICE**

2. Plaintiff is a Delaware limited liability company that is registered to do business in Texas. Plaintiff may be served with any pleading through its undersigned counsel.

3. SSH Medical Center is a Texas limited liability company whose principal place of business is located in Irving, Texas. Defendant may be served with citation via its registered agent for service in Texas:

Capitol Corporate Services, Inc.  
206 E. 9th Street, Suite 1300  
Austin, Texas 78701

4. First Choice is a Texas limited liability company whose principal place of business is located in Irving, Texas. Defendant may be served with citation via its registered agent for service in Texas:

Capitol Corporate Services, Inc.  
206 E. 9th Street, Suite 1300  
Austin, Texas 78701

5. Plaintiff requests that citations be issued for these Defendants.

### **IV. JURISDICTION & VENUE**

6. The Court has subject-matter jurisdiction over this dispute and jurisdiction to grant all relief requested by Plaintiff. This Court maintains jurisdiction pursuant to Texas Government Code §§ 24.007, *et seq.*, as this suit seeks relief in excess of the minimal jurisdictional limits of this Court.

7. The Court has personal jurisdiction over SSH Medical Center and First Choice because Defendants are residents of the State of Texas and conduct business in the State.

8. Plaintiff's claims arise out of SSH Medical Center's breach of a multi-year commercial lease of real property located in League City, Texas, and First Choice's breach of its

obligations as guarantor of SSH Medical Center's payment and performance obligations under the commercial lease of real property located in League City, Texas. Therefore, venue is mandatory in Galveston County pursuant to TEX. CIV. PRAC. & REM. CODE § 15.0115. Venue is also proper under TEX. CIV. PRAC. & REM. CODE § 15.002(a)(1) because all or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in Galveston County.

#### **V. CLAIM FOR RELIEF**

9. Plaintiff seeks monetary relief over \$200,000 but not more than \$1,000,000. *See* TEX. R. CIV. P. 47(c)(4).

#### **VI. FACTUAL BACKGROUND**

10. SAHM (as assignee and successor-in-interest to TMKY/NADG South Shore LP), and SSH Medical Center (as assignee and successor-in-interest to League City Medical Center LLC), are parties to a fifteen-year commercial Lease Agreement dated May 22, 2014, covering the property located at 3016 Marina Bay Drive, League City, Texas 77573 (the "Premises") (the May 22, 2014 Lease Agreement, as amended by the August 19, 2017 First Amendment to Lease Agreement, hereinafter referred to as the "Lease").

11. Under the Lease, First Choice is listed as the sole guarantor.

12. Pursuant to the valid and binding terms of the Lease, SSH Medical Center is required to make certain monthly rental payments to SAHM on the first day of each month for the duration of the fifteen-year Lease.

13. The failure to pay an installment of rent on the date such installment of rent becomes due constitutes an act of default under the Lease unless cured within five business days of receipt of written notice of such failure to pay on the due date.

14. SSH Medical Center failed to submit its monthly rental payment of \$34,000 on November 1, 2019 in accordance with the valid and binding terms of the Lease.

15. SSH Medical Center failed to submit its monthly rental payment of \$34,000 on December 1, 2019, as required by the valid and binding terms of the Lease.

16. SSH Medical Center's failure to meet its payment obligation to tender the stipulated amounts of rent constituted an event of default under the terms and conditions of the Lease.

17. On December 4, 2019, per the terms of the Lease, Plaintiff delivered written notice to SSH Medical Center of its failure to pay the monthly rental payments totaling \$68,000.00 for the months of November and December 2019.

18. SSH Medical Center received the default notice on December 5, 2019.

19. Despite receiving notice of the default, neither SSH Medical Center nor First Choice cured the default by tendering rental payments for the months of November and December 2019.

20. To date, SSH Medical Center and First Choice have failed and/or refused to honor their respective contractual payment obligations arising under the terms of the Lease.

## **VII. COUNT I – BREACH OF CONTRACT AGAINST SSH MEDICAL CENTER**

21. The foregoing paragraphs are incorporated by reference as though fully set forth herein.

22. SAHM and SSH Medical Center are parties to a valid and enforceable Lease, pursuant to which SSH Medical Center is required to make certain monthly rental payments to SAHM.

23. SAHM fully performed its obligations under the Lease in all respects.

24. SSH Medical Center failed to tender the base rental payments for the months of November and December 2019 in the amount of \$68,000 in accordance with the terms of the valid and binding Lease.

25. SSH Medical Center's failure and/or refusal to timely make all required payments pursuant to the Lease constitutes a breach of the Lease.

22. As a result of SSH Medical Center's breach of the Lease, Plaintiff has incurred damages in excess of the minimum jurisdictional limits of this Court.

23. Accordingly, Plaintiff is entitled to recover \$68,000.00 in accrued rental payments for the months of November and December 2019, in addition to any damages permitted under the Lease and applicable law.

### **VIII. COUNT II – BREACH OF GUARANTY AGAINST FIRST CHOICE**

26. The foregoing paragraphs are incorporated by reference as though fully set forth herein.

27. Pursuant to the terms of the valid and enforceable Lease, SSH Medical Center was obligated to pay monthly rental payments for the entirety of the fifteen-year lease period.

28. SSH Medical Center materially breached the Lease by failing to tender monthly rental payments and associated charges for the months of November and December 2019.

29. First Choice was contractually obligated to pay the rent and charges by virtue of its position as guarantor.

30. First Choice materially breached its obligations as guarantor by failing and/or refusing to pay the rent and charges arising under the Lease.

24. As a result of First Choice's breach of its obligations as guarantor, Plaintiff has incurred damages in excess of the minimum jurisdictional limits of the Court.

25. Accordingly, Plaintiff is entitled to recover accrued rental payments in the amount of \$68,000 for the months of November and December 2019, in addition to any damages permitted under the Lease and applicable law.

#### **IX. ATTORNEYS' FEES**

26. The foregoing paragraphs are incorporated by reference as though fully set forth herein.

27. Due to Defendants' conduct, Plaintiff has been forced to retain the undersigned counsel to enforce the Lease. Accordingly, Plaintiff is entitled to recover reasonable and necessary attorneys' fees pursuant to Section 21.2.1 of the Lease and Chapter 38 of the Texas Civil Practice and Remedies Code.

#### **X. CONDITIONS PRECEDENT**

28. Any and all conditions precedent to the relief requested by Plaintiff have been performed, will be performed, or have been waived.

#### **XI. REQUESTS FOR DISCOVERY**

29. Plaintiff refers Defendants to the attached Requests for Disclosure and Requests for Production, and notifies Defendants that a response is required within fifty (50) days of service of these Requests. *See Exhibit A.*

#### **XII. PRAYER**

30. Based upon the foregoing, Plaintiff SAHM Properties Woodland Hills, LLC respectfully prays that:

- a. Defendants SSH Medical Center LLC, d/b/a First Choice Emergency Room, and First Choice ER, LLC, be cited to appear and answer herein; and
- b. The Court render judgment in Plaintiff's favor and award it the following relief:
  - (1) Actual damages for breach of the Lease and guaranty;

- (2) Reasonable and necessary attorneys' fees, including reasonable and necessary attorneys' fees in the event of an appeal;
- (3) Pre-judgment and post-judgment interest as provided by law;
- (4) Costs of suit; and
- (5) Such other and further relief, at law and in equity, to which Plaintiff may show itself justly entitled.

Dated: December 13, 2019.

Respectfully submitted,

**THOMPSON & KNIGHT, LLP**

By: /s/ J. Michael Bell

J. Michael Bell  
State Bar No. 02079200  
michael.bell@tklaw.com  
Caitlin E. Gernert  
State Bar No. 24093140  
caitlin.gernert@tklaw.com  
811 Main Street, Suite 2500  
Houston, Texas 77002  
Telephone: 713-951-5816  
Fax: 713-654-1871

**ATTORNEYS FOR PLAINTIFF SAHM  
PROPERTIES WOODLAND HILLS, LLC**

# **EXHIBIT A**

CAUSE NO. \_\_\_\_\_

SAHM PROPERTIES WOODLAND HILLS,  
LLC,

*Plaintiff,*  
v.

SSH MEDICAL CENTER LLC, d/b/a FIRST  
CHOICE EMERGENCY ROOM, & FIRST  
CHOICE ER, LLC,

*Defendants.*

§ IN THE DISTRICT COURT  
§  
§ OF GALVESTON COUNTY, TEXAS  
§  
§ JUDICIAL DISTRICT COURT  
§  
§

---

**PLAINTIFF'S REQUESTS FOR DISCLOSURE**

---

In accordance with Texas Rule of Civil Procedure 194, Plaintiff SAHM Properties Woodland Hills, LLC, hereby serves its Requests for Disclosure on Defendants SSH Medical Center LLC, d/b/a First Choice Emergency Room, and First Choice ER, LLC. Pursuant to Rule 194, Defendants are requested to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2(a)-(k).

Dated: December 13, 2019.

Respectfully submitted,

**THOMPSON & KNIGHT, LLP**

By: /s/ J. Michael Bell

J. Michael Bell  
State Bar No. 02079200  
michael.bell@tklaw.com  
Caitlin Gernert  
State Bar No. 24093140  
caitlin.gernert@tklaw.com  
811 Main Street, Suite 2500  
Houston, Texas 77002  
Telephone: 713-951-5816

Fax: 713-654-1871

**ATTORNEYS FOR PLAINTIFF SAHM  
PROPERTIES WOODLAND HILLS, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on December 13, 2019, a true and correct copy of the foregoing document was served on Defendant Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300, Austin, Texas 78701 through service of process.

*/s/ J. Michael Bell*

J. Michael Bell

CAUSE NO. \_\_\_\_\_

SAHM PROPERTIES WOODLAND HILLS,  
LLC, § IN THE DISTRICT COURT  
§  
§  
§  
§ Plaintiff, § OF GALVESTON COUNTY, TEXAS  
v. §  
§  
§  
§  
SSH MEDICAL CENTER LLC, D/B/A FIRST  
CHOICE EMERGENCY ROOM & FIRST  
CHOICE ER, LLC, §  
§  
§  
§  
§ Defendants. § \_\_\_\_\_ JUDICIAL DISTRICT COURT  
§  
§

---

### **PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION**

---

In accordance with the Texas Rules of Civil Procedure, Plaintiff SAHM Properties Woodland Hills, LLC (“Plaintiff” or “SAHM”), serves the following First Requests for Production on Defendants SSH Medical Center LLC, d/b/a First Choice Emergency Room (“Defendant” or “SSH Medical Center”), and First Choice ER, LLC, in accordance with Texas Rules of Civil Procedure 193 and 196. Plaintiff requests that Defendants produce the documents requested within fifty (50) days of service of the First Requests for Production at the offices of Thompson & Knight LLP, 811 Main Street, Suite 2500, Houston Texas 77002, or a place mutually agreed upon by counsel.

Dated: December 13, 2019.

Respectfully submitted,

**THOMPSON & KNIGHT, LLP**

By: /s/ J. Michael Bell

J. Michael Bell  
State Bar No. 02079200  
michael.bell@tklaw.com  
Caitlin Gernert  
State Bar No. 24093140  
caitlin.gernert@tklaw.com  
811 Main Street, Suite 2500  
Houston, Texas 77002  
Telephone: 713-951-5816  
Fax: 713-654-1871

**ATTORNEYS FOR PLAINTIFF SAHM  
PROPERTIES WOODLAND HILLS, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that on December 13, 2019, a true and correct copy of the foregoing document was served on Defendant Capitol Corporate Services, Inc., 206 E. 9th Street, Suite 1300, Austin, Texas 78701 through service of process.

/s/ J. Michael Bell

J. Michael Bell

## **DEFINITIONS AND INSTRUCTIONS**

1. For purposes of interpreting or construing the scope of these First Requests for Production, the terms used shall be given their most expansive and inclusive interpretation, unless otherwise specifically limited in the Requests themselves. This is including, without limitation, the following:

a. Construing “and” as well as “or” and the disjunctive or conjunctive as necessary to make the Requests for Production most inclusive; and

b. Construing the singular form of the word to include the plural and the plural form to include the singular.

2. “Lawsuit” shall mean the above-captioned action.

3. “Plaintiff” or “SAHM,” shall mean SAHM Properties Woodland Hills, LLC, Plaintiff in the Lawsuit, and its current and former managers, employees, agents, representatives, attorneys, successors in interest, predecessors in interest, and/or any other persons or entities acting or purporting to act with authority on its behalf, whether authorized to do so or not.

4. “SSH Medical Center,” “Defendant,” “You,” or “Your” shall mean SSH Medical Center LLC, d/b/a First Choice Emergency Room, Defendant in this Lawsuit, and its and its current and former managers, employees, agents, representatives, attorneys, successors in interest, predecessors in interest, and/or any other persons or entities acting or purporting to act with authority on its behalf, whether authorized to do so or not.

5. “First Choice,” “Defendant,” “You,” or “Your” shall mean First Choice ER, LLC, Defendant in this Lawsuit, and its and its current and former managers, employees, agents, representatives, attorneys, successors in interest, predecessors in interest, and/or any other persons or entities acting or purporting to act with authority on its behalf, whether authorized to do so or not.

6. “Petition” shall mean Plaintiff’s Original Petition.

7. “Person” shall mean all natural persons as well as all other entities, including, but not limited to, corporations, associations, partnerships, firms, organizations, trade unions, and governmental agencies or bodies, or any division, department, or unit thereof.

8. The “Lease” refers to the Lease Agreement by and between SAHM, successor-in-interest to TMKY/NADG South Shore LP and SSH Medical Center, successor-in-interest to League City Medical Center LLC dated May 22, 2014, as amended by that certain First Amendment to Lease Agreement dated August 19, 2017.

9. The “Premises” refers to the property located at 3016 Marina Bay Drive, League City, Texas 88753.

10. The term “concerning” when used to specify a document, correspondence,

communication, or statement shall mean any document, correspondence, communication, or statement that constitutes, contains, embodies, reflects, identifies, describes, states, refers to, deals with, is sent or received by, or is in any way whatsoever pertinent to that subject.

11. The terms “relating to,” “relates to,” “pertaining to,” and “pertains to” mean, without limitation, embodying, mentioning, or concerning, directly or indirectly, the subject matter identified in the Requests.

12. The term “including” shall be construed to mean “including, but not limited to.”

13. The term “Document” or “Documents” shall be construed in the broadest sense permitted by the Texas Rules of Civil Procedure and shall mean written, printed, typed, recorded or graphic matter of every type and description, however prepared, produced, reproduced, disseminated or made, in any form whatsoever, which is or was in the actual or constructive possession, custody or control of you, your agent, or attorney or any entity over which you have partial or entire control including, but not limited to, all writings, letters, minutes, correspondence, bulletins, instructions, charts, literature, work assignments, reports, memorandums, notations of telephone or personal conversations or conferences, call logs, publications, journals, calendars, notes, bulletins, email Communications, computer files or records, contracts, agreements, interoffice Communications, notes, notebooks, drafts, microfilm, minutes, circulars, pamphlets, studies, notices, summaries, reports, books, invoices, bills, canceled checks, term sheets, graphs, photographs, status sheets, data compilations, computer data sheets, worksheets, records, statistics, and other writings, tapes, sound recordings, computer databases, electronic records, and data compilations from which information can be obtained, or can be translated through detection devices into reasonably usable form, or any other tangible thing. The term “document” shall also mean each copy which is not identical to the original or to any other identified copy.

14. The term “Communication” or “Communications” refers to any exchange of information by any means of transmission, sending or receipt of information of any kind by or through any means including, but not limited to, speech, writings, documents, language (machine, foreign or otherwise) of any kind, computer electronics or electronic data, sound, radio or video signals, telecommunication, telephone, teletype, facsimile, telegram, microfilm, microfiche, photographic film of all types or other media of any kind. The term “communication” also includes, without limitation, all inquiries, discussions, conversations, correspondence, negotiations, agreements, understandings, meetings, notices, requests, responses, demands, complaints, or press, publicity or trade releases.

15. “Date” means the exact date, month, and year, if ascertainable, or, if not, the best available approximation.

16. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.” “Any” shall be construed to include the word “all” and “all” shall be construed to include the word “any.”

17. The term “identify,” when used in reference to a natural person, shall mean to provide the person’s (a) full name, (b) present (or last known) home and business address, and (c) employer and job title.

18. The term “identify,” when used in reference to a corporation, business, association, or other legal entity, shall mean to provide the entity’s full legal name, state of incorporation, any trade names, any former names, and the address of its principal place of business.

19. The term “identify,” when used in reference to a document, shall mean to provide the date of the document, the author, recipients, and any copies of the document, the custodian of the document, and, if the document has been produced or is being produced in this litigation, the Bates number affixed to the document.

20. Pursuant to Rule 196 of the Texas Rules of Civil Procedure, the items specified in the following requests for production should be either: (a) produced as they are kept in the usual course of business; or (b) organized and labeled to correspond to the categories specified in the requests.

21. Pursuant to Texas Rule of Civil Procedure 196.4, the production of electronic and magnetic data is specifically requested. All electronically stored information (“ESI”), responsive to these requests shall either be produced in the following format: ESI shall be produced in single-page 300 DPI, Group IV TIFF images with BATES labels and the following categories of metadata: (1) Beg Bates; (2) End Bates; (3) Beg Attach/End Attach; (4) Date created; (5) Time created; (6) Date last modified; (7) Time last modified; (8) Document Title; (9) Email From/Author; (10) Confidentiality; (11) Custodian; (12) Email To/Recipient; (13) Email CC; (14) Email BCC; (15) Email Subject; (16) Email Date Sent/Email Date Received; (17) File type; and (18) File Name and (19) Original File Path. You shall produce ESI with their related image load files (.opt, .dat, .lfp, .dii). Further, the ESI shall be produced with document level text (OCR or extracted text). Photographs shall be produced in a .jpg file format. PowerPoint presentations and color Documents shall be produced in native format or color jpgs. Spreadsheets shall be produced in their native format with a place holder sheet. Document productions will be password protected and will be produced on CD-ROM or DVD disks, on portable hard drives, or via SFTP or cloud deliver (e.g., BOX).

22. It is requested that all Documents and/or other data compilations that concern the subject matter of this litigation be preserved and that any ongoing process of document destruction involving such Documents cease.

23. In the event a timely objection is filed as to any requested item, please nevertheless respond to all portions of the request which do not fall within the scope of the objection. For example, if a request is objected to on the grounds that it is too broad insofar as it seeks Documents covering years you believe are not relevant to this litigation, please nevertheless produce Documents for all years which you concede are relevant. *See* Texas Rule of Civil Procedure 193.2(b).

24. For each document or other requested information that you assert is privileged (privilege as used herein shall include work product) or is not discoverable, please identify that document or other requested information. State the specific grounds for the claim of privilege or other ground for exclusion. Also, for each item or document you claim is not discoverable, state the date of the document, the name, job title, and address of the person who prepared it; the name, job title, and address of the person to whom it was addressed, circulated, or who saw it; the name,

job title, and address of the person now in possession of the document; a description of the subject matter of the document; and the present location of and the custodian for the document. Furthermore, each item, if any, that is withheld from production pursuant to a claim of privilege should be segregated and maintained for possible in-camera submission to the Court.

25. If you cannot produce a document or item because it is not in your possession, custody, or control, please identify the document or item, the reason the document or item is not in your possession, custody, or control, and the entity currently having possession, custody, or control over the document or item.

26. For any requested information about an item that no longer exists or that cannot be located, identify the item, state how and when it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the item, and identify any other document or item evidencing the lost item's existence or any facts about the lost item.

27. Each page of each item produced in response to the requests for production may be copied and numbered during inspection with a consecutive numbering machine. The items produced in response to this Request may be copied by microfilm, photography, xerography, or comparable process, or some combination thereof.

28. You are under a duty to supplement your production of documents and/or items, if you discover they were incomplete when made, or if you discover that they are no longer complete. Supplementation must be made reasonably promptly after you discover the need for supplementation.

## **FIRST REQUESTS FOR PRODUCTION**

**REQUEST FOR PRODUCTION NO. 1:** Produce the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 2:** Produce all contracts and other agreements, including any amendments or addenda thereto, that You had with SAHM, TMKY/NADG South Shore LP, and/or League City Medical Center LLC concerning or relating to the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 3:** Produce all Documents and Communications concerning or relating to the negotiation, formation, drafting, or execution of the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 4:** Produce all Documents and Communications concerning or relating to the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 5:** Produce all Documents and Communications that relate to, refer to, or mention the payment or nonpayment of rent or other amounts due and payable under the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 6:** Produce all Documents and Communications between SSH Medical Center and First Choice, which describe, concern, mention, or relate to the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 7:** Produce all Documents and Communications between You and SAHM, which describe, concern, mention, or relate to the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 8:** Produce all Documents and Communications sufficient to identify Your relationship to League City Medical Center LLC.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 9:** Produce all Documents and Communications sufficient to identify Your relationship to Adeptus Health.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 10:** Produce all Documents and Communications sufficient to identify the relationship between SSH Medical Center and First Choice.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 11:** Produce all Documents and Communications that relate to, refer to, or mention potential lessees or Persons interested in leasing the Premises.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 12:** Produce all Documents and Communications sufficient to show the date SSH Medical Center vacated the Premises.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 13:** Produce First Choice's financial statements for the past two years prior to the current financial statement year pursuant to Section 23 of the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 14:** Produce the Lease Guaranty referenced in Section 20.2 of the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 15:** Produce all Documents evidencing payments made by You pursuant to the terms of the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 16:** Produce each exhibit You intend to introduce at trial.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 17:** To the extent not previously requested, produce all bills, invoices, and/or statements sent by SAHM to You.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 18:** Produce all Documents concerning or relating to the ownership of SSH Medical Center at any time since its formation and any changes in that ownership.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 19:** Produce all Documents concerning or relating to the ownership of First Choice at any time since its formation and any changes in that ownership.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 20:** Produce all Documents and Communications in Your possession regarding the fair market rent for the Premises from January 1, 2017 to the present, including but not limited to all studies, analyses, memoranda, and reports.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 21:** Produce all notes, memorandum, calendar entries, agendas, diaries or other data (handwritten, electronic, or otherwise) maintained by You relating to or concerning the Lease.

**RESPONSE:**

**REQUEST FOR PRODUCTION NO. 22:** Produce all voicemails, text messages, videos, and audio recordings maintained by You relating to or concerning SAHM, the Lease, and/or the Premises.

**RESPONSE:**