

# EXHIBIT 1

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

UNITED STATES OF AMERICA and  
STATE OF MICHIGAN,

*Plaintiffs,*

v.

HILLSDALE COMMUNITY HEALTH  
CENTER, W.A. FOOTE MEMORIAL  
HOSPITAL d/b/a ALLEGIANCE  
HEALTH, COMMUNITY HEALTH  
CENTER OF BRANCH COUNTY, and  
PROMEDICA HEALTH SYSTEM, INC.,

*Defendants.*

Case No.: 5:15-cv-12311-JEL-DRG  
Judge Judith E. Levy  
Magistrate Judge David R. Grand

**ALLEGIANCE HEALTH'S, FIRST REQUEST FOR PRODUCTION TO  
DEFENDANT HILLSDALE COMMUNITY HEALTH CENTER**

Defendant W.A. Foote Memorial Hospital d/b/a Allegiance Health ("Allegiance"), by and through its undersigned counsel, pursuant to Rule 34 of the Federal Rule of Civil Procedure, hereby requests Defendant Hillsdale Community Health Center produce the documents designated herein which are in its possession, custody, or control, no later than thirty (30) days from the date of service of this Request at the offices of Dickinson Wright, 350 South Main Street, Ste. 300, Ann Arbor, Michigan 48104-2131, or such other location as the parties

may mutually agree upon, for the purposes of inspection and copying by counsel for Allegiance.

**I. DEFINITIONS AND INSTRUCTIONS**

1. As used herein, the following terms shall have the indicated meanings:

(a) "You," "your," and "HCHC" shall mean Defendant Hillsdale Community Health Center, as well as any predecessor, successor, division, subsidiary, officer, director, shareholder, employee or principal thereof, and any attorney or other agent acting on its behalf.

(b) "Allegiance" shall mean Defendant W.A. Foote Memorial Hospital d/b/a Allegiance Health, and any predecessor, successor, division, subsidiary, officer, director, trustee, shareholder, employee or principal thereof, and any attorney or other agent acting on its behalf.

(c) "Plaintiffs" shall mean United States of America, Antitrust Division of the Department of Justice, and State of Michigan, Office of the Attorney General, as well as any attorney or agent acting on behalf of Plaintiffs.

(d) "The Action" shall mean the above-captioned action, *United States of America and State of Michigan v. Hillsdale Community Health Center, et al*, Case No. 5:15-cv-12311-JEL-DRG in the United States District Court, Eastern District of Michigan.

(e) "Complaint" shall mean the Complaint filed by Plaintiffs on June 25, 2015 in this Action.

(f) "The Investigation" shall mean all activities by or on behalf of Plaintiffs prior to the filing of the Complaint in this Action on June 25, 2015, relating to the claims and defenses alleged in this Action, including, but not limited to, the issuance of civil investigative demands, collection of formal and informal responses to civil investigative demands, interviews, research, and all other investigatory efforts.

(g) "Agreement" shall mean any contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons.

(h) "Communicate" or "communications" means the act or fact of communicating, whether orally, nonverbally, telephonically, electronically, in writing, by recording, or otherwise.

(i) "Document" shall be interpreted in its broadest sense and shall encompass the definition of documents contained in Rule 34 of the Federal Rules of Civil Procedure, including, without limitation, any correspondence, memoranda, agreements, contracts, purchase orders, facsimiles, telephone logs, reports, studies, compilations of data, filings, pamphlets, records, charts, lists, analyses, graphs, estimates, worksheets, books, catalogs, price lists and quotations, financial statements, books of account, journals, ledgers, expense reports and other financial

reports, audits, work papers, invoices, billings, videotapes, cassette tapes, compact discs, DVDs, photographs, transcripts, pictures, slides, microfilm, microfiche, maps, receipts, bulletins, press releases, notices, notes, studies, minutes, canceled checks, calendars, diaries, appointment books, notebooks, note pads, specifications, drawings, diagrams, sketches, and all other tangible things upon which any handwriting, typing, printing, drawing, representation, magnetic or electrical impulses, or other form of communication is recorded. "Document" also includes each non-identical copy of the foregoing, including those which have notations and writings that do not appear on the originals.

(j) "Document" also means electronically stored information ("ESI"). ESI means all electronically stored information described by that term as it has come to be used and interpreted in the Federal Rules of Civil Procedure, as well as any data, data files, or information generated, stored, maintained, or organized electronically or magnetically through any computer-related and/or imaging-related equipment or system, and, without limiting the generality of the foregoing, shall specifically include internal and external emails (plus any attachments) and other electronic communications, voice mails, word processing documents, spreadsheets, databases, contact manager information, Internet access and usage files, image records on hard drives of copying machines, information contained on laptops, iPads, or other portable devices such as a cell phone, iPhone,

Blackberry, Palm, or other smartphone or PDA, network access information, the metadata and other information about a document that may be contained on any electronic media, and offline data storage or information stored on removable media such as and including hard disks, floppy disks, thumb drives, CDs, DVDs, flash drives, optical drives, and backup tapes or drives.

(k) "Marketing" shall mean any action or activity for the purpose of promoting, advertising, offering for sale, selling, or analyzing the need for products or services.

(l) "Person" shall mean any natural person, public or private corporation, whether or not organized for profit, governmental entity, partnership, association, cooperative, joint venture, sole proprietorship, or other legal entity. With respect to an entity, "Person" includes any natural person acting as an employee, officer, agent, attorney, or other representative of the entity.

2. The use of the singular herein shall include the plural, and vice versa; the use of the word "any" shall include and encompass the word "all," and vice versa; the use of the disjunctive shall include the conjunctive, and vice versa; and any tense of a verb shall include all other tenses of the verb.

3. All terms not defined herein should be interpreted according to their plain and ordinary meaning, depending on the context.

4. If any privilege, qualified or absolute, is claimed by you with respect to the existence or the substance of any document, or if you object to its production based upon the attorney work-product doctrine, you shall state in detail as to each such document the nature of the privilege or doctrine claimed and provide the following information, except only to the extent it may call for the precise information you object to disclosing:

(a) identify the document by setting forth its customary business description, name, date, and title, and by describing its characteristics and contents sufficiently for the court to determine the validity of your claim of privilege; and

(b) provide the name, current residence and business address, and current business and residence telephone numbers of each person that, to the best of your knowledge, possesses or has custody or control over the documents or any copy thereof.

5. Plaintiffs shall produce any responsive documents in their possession that were received from non-parties the form in which it was received.

6. Unless indicated to the contrary, the relevant time period for this request shall be from January 1, 2009, until the date of the filing of the lawsuit by Plaintiffs.

## II. DOCUMENTS REQUESTED

1. All documents produced by HCHC to either Plaintiff in connection with the Investigation.
2. All written responses and objections of HCHC to either Plaintiff in response to any Civil Investigative Demand or subpoena issued or served by either Plaintiff on HCHC in connection with the Investigation.
3. All documents that refer or relate to HCHC's marketing in Jackson County, Michigan, or plans for potential marketing in Jackson County.
4. All documents that refer or relate to communications between HCHC and Allegiance regarding Allegiance marketing in Hillsdale County, Michigan.
5. All documents that refer or relate to any alleged marketing agreement between Allegiance and HCHC, as referenced in the Complaint.
6. All documents that refer or relate to any communications between HCHC and Allegiance regarding any alleged agreement between Allegiance and HCHC as referenced in the Complaint.
7. All documents evidencing or reflecting any decision made by HCHC as a result of any alleged agreement with Allegiance concerning marketing.
8. All documents that refer or relate to Allegiance's request for a Certificate of Need from the State of Michigan to provide open heart surgery services at Allegiance.



9. All documents that refer or relate to Allegiance's marketing of cardiovascular services in Hillsdale County.
10. All documents that refer or relate to Allegiance's marketing of orthopedic services in Hillsdale County.
11. All documents that refer or relate to Allegiance's marketing of oncology services in Hillsdale County.
12. All documents that refer or relate to patients referrals made by HCHC to any other hospital, including Allegiance.
13. Documents sufficient to show the health care services and procedures offered by HCHC during the applicable period of time.
14. All documents that refer or relate to HCHC marketing plans for Jackson County.
15. All documents that refer or relate to HCHC marketing plans for Hillsdale County.
16. All documents that refer or relate to any health care services offered by Allegiance and HCHC jointly, whether as co-providers, co-sponsors, or any other joint capacity.
17. All documents that refer or relate to marketing done with respect to services offered jointly by Allegiance and HCHC in Hillsdale County

18. All documents that refer to any joint activity between Allegiance and HCHC.

19. All documents that refer to any joint activity between Allegiance and any doctor practicing in Hillsdale County..

20. All documents that refer or relate to any attempt by HCHC to request, persuade, compel or solicit Allegiance to refrain from or limit its marketing of any kind in Hillsdale County.

21. All documents that refer or relate to any attempt by Allegiance to request, persuade, compel or solicit HCHC to refrain from or limit its marketing of any kind in Jackson County.

22. All documents that evidence or reflect any communications by Duke Anderson that reference, relate to or concern Allegiance.

23. All documents that evidence or reflect any communications by Terri Draper that reference, relate to or concern Allegiance.

24. All documents that evidence or reflect any communications by anyone in the HCHC marketing department that reference, relate to or concern Allegiance.

25. All documents that evidence of reflect any communications between Duke Anderson and Allegiance concerning either Allegiance's marketing in Hillsdale County or HCHC's marketing in Jackson County.

26. All documents that evidence or reflect any communications between any officer or trustee of HCHC and Allegiance concerning either Allegiance's marketing in Hillsdale County or HCHC's marketing in Jackson County.

27. All documents that reflect communications between HCHC and any physician providing services in Hillsdale County concerning Allegiance.

28. All documents that reflect marketing by Allegiance in Hillsdale County.

29. Documents sufficient to show the name and current or last known address for every HCHC officer, HCHC Board of Trustees member and HCHC marketing department employee for the period January 1, 1999 to present.

30. All documents that refer or relate to any communications between HCHC and any representative of the Federal Trade Commission or the Antitrust Division of the United States of America Department of Justice regarding Allegiance.

Dated September 4, 2015.

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### **CERTIFICATE OF SERVICE**

I hereby certify that on September 4, 2015, I electronically served the foregoing document on all counsel of record.

/s/ \_\_\_\_\_  
James M. Burns

## SERVICE LIST

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