


IN THE DISTRICT COURT OF ROGERS COUNTY  
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT  
ROGERS COUNTY OKLAHOMA

OCT 13 2009

CANDI CZAPANSKY, COURT CLERK  
  
DEPUTY

TROYAL G. BROOKS )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
INTEGRIS RURAL HEALTH, INC. d/b/a )  
INTEGRIS CANADIAN VALLEY )  
REGIONAL HOSPITAL )  
 )  
Defendant. )

Case No. CJ-2009-738

ANSWER

Defendant INTEGRIS Rural Health, Inc. ("INTEGRIS"), for its answer and defenses to Plaintiff's Petition, states as follows:

1. INTEGRIS is without sufficient information to admit or deny the allegations contained in paragraph 1 of the Petition. Therefore, INTEGRIS denies such allegations.
2. INTEGRIS admits the allegations contained in paragraph 2 of the Petition.
3. INTEGRIS admits that the amount in controversy exceeds \$10,000.00. INTEGRIS denies the remaining allegations contained in paragraph 3 of the Petition.
4. INTEGRIS incorporates herein its responses to paragraphs 1 through 3 of the Petition.
5. INTEGRIS admits that it contacted Ray Brooks in late 2003 or early 2004 regarding potential opportunities with the Brooks' family. INTEGRIS denies all other allegations contained in paragraph 5 of the Petition.
6. INTEGRIS admits the allegations contained in paragraph 6 of the Petition.
7. INTEGRIS admits that it had communications with Plaintiff regarding a potential donation to INTEGRIS. INTEGRIS further admits that it had communications with Plaintiff

regarding potential naming opportunities. INTEGRIS denies all other allegations contained in paragraph 7 of the Petition.

8. INTEGRIS admits that it had more than one meeting with Plaintiff regarding a potential donation. INTEGRIS admits that, on at least one occasion, it presented Plaintiff with a mock-up of a hospital building bearing signage with Colleen Brooks' name. INTEGRIS denies all other allegations contained in paragraph 8 of the Petition.

9. INTEGRIS admits that it communicated with Plaintiff regarding possibilities for publicizing Plaintiff's donation. INTEGRIS denies all other allegations contained in paragraph 9 of the Petition.

10. INTEGRIS admits that Plaintiff made an anonymous and unconditional donation of \$500,000.00 to INTEGRIS on or about December 30, 2005. INTEGRIS denies all other allegations contained in paragraph 10 of the Petition.

11. INTEGRIS admits that it had communications with Plaintiff regarding potential naming opportunities to honor Colleen Brooks. INTEGRIS denies all other allegations contained in paragraph 11 of the Petition.

12. INTEGRIS denies the allegations contained in paragraph 12 of the Petition.

13. INTEGRIS incorporates herein its responses to paragraphs 1 through 12 of the Petition.

14. INTEGRIS denies the allegations contained in paragraph 14 of the Petition.

15. INTEGRIS denies the allegations contained in paragraph 15 of the Petition.

16. INTEGRIS denies the allegations contained in paragraph 16 of the Petition.

17. INTEGRIS incorporates herein its responses to paragraphs 1 through 16 of the Petition.

18. INTEGRIS denies the allegations contained in paragraph 18 of the Petition.
19. INTEGRIS denies the allegations contained in paragraph 19 of the Petition.
20. INTEGRIS denies the allegations contained in paragraph 20 of the Petition.
21. INTEGRIS incorporates herein its responses to paragraphs 1 through 20 of the

Petition.

22. INTEGRIS denies the allegations contained in paragraph 22 of the Petition.
23. INTEGRIS denies the allegations contained in paragraph 23 of the Petition.
24. INTEGRIS denies the allegations contained in paragraph 24 of the Petition.
25. INTEGRIS denies the allegations contained in paragraph 25 of the Petition.
26. INTEGRIS incorporates herein its responses to paragraphs 1 through 25 of the

Petition.

27. INTEGRIS denies the allegations contained in paragraph 27 of the Petition.
28. INTEGRIS denies the allegations contained in paragraph 28 of the Petition.
29. INTEGRIS denies that Plaintiff is entitled to the relief requested in his Petition.

#### **Affirmative Defenses**

30. Plaintiff made an anonymous and unconditional gift to INTEGRIS which was accepted by INTEGRIS prior to the placement of any conditions by Plaintiff. Plaintiff cannot add conditions to the gift after the gift is made and accepted.

31. Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, laches, and/or estoppel.

32. Plaintiff's claims are barred by accord and satisfaction.

33. Venue is improper in this forum.

34. The Petition fails to state a claim upon which relief can be granted.

35. Plaintiff has not suffered any damages as a result of any conduct of INTEGRIS.

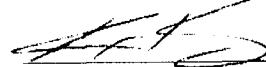
36. To the extent a contract exists, INTEGRIS offered its full performance and Plaintiff refused to accept such performance by INTEGRIS.

37. Any damages suffered by Plaintiff are the result of his actions or the actions of third parties and not INTEGRIS.

WHEREFORE, having fully responded to the allegations of the Petition, INTEGRIS respectfully requests:

- (a) A judgment entered on all claims contained in the Petition in INTEGRIS' favor, or an order which dismisses the Petition with prejudice pursuant to the grounds set forth above;
- (b) An award of the costs, fees, and expenses, including an award of reasonable attorneys' fees, associated with the Petition in INTEGRIS' favor; and,
- (c) Such other and further relief as the Court may deem just and proper.

Respectfully submitted,

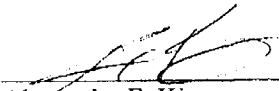


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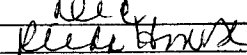
**CERTIFICATE OF SERVICE**

This is to certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 13<sup>th</sup> day of October 2009 to:

John M. Hickey  
Peter W. Brolick  
Sharon K. Weaver  
Riggs, Abney, Neal, Turpen, Orbison & Lewis  
502 West 6<sup>th</sup> Street  
Tulsa, Oklahoma 74119

  
\_\_\_\_\_  
Alexander F. King

I, Candi Czapansky, Court Clerk for Rogers County Oklahoma hereby certify that the foregoing is a true and correct and full copy of the instrument herewith set out as appears of record in the Court Clerk's Office of Rogers County Oklahoma this 16 day of

By  20 09  
DEPUTY COURT CLERK