

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

FILED

DEC 17 2007

NANCY MAYER WHITTINGTON, CLERK
U.S. DISTRICT COURT

T. CURTIS & COMPANY, P.C. *
8957 P Edmonston Road *
Greenbelt, MD 20770 *
A Maryland Corporation *

Plaintiff

Vs.

ENVISION HOSPITAL CORPORATION *
(f/k/a Doctors Community Healthcare Corp.)*
A Delaware corporation *
Serve: CT Corporation System *
1015 15th Street, NW *
Suite 1000 *
Washington, DC 20005 *

GREATER SOUTHEAST COMMUNITY *
HOSPITAL CORPORATION I *
A Delaware corporation *
Serve: CT Corporation System *
1015 15th Street, NW *
Suite 1000 *
Washington, DC 20005 *

Defendants *

Case: 1:07-cv-02259
Assigned To : Sullivan, Emmet G.
Assign. Date : 12/17/2007
Description: CONTRACT

COMPLAINT

COMES NOW your plaintiff, T. CURTIS & COMPANY, P.C., by and through its attorneys Robinson & Geraldo and Manuel R. Geraldo, and complains for amounts due from defendants pursuant to a settlement agreement entered into between the parties stating as follows:

Introduction

1. This is a complaint to collect at least \$1,075,000.00 due under a General Release and Settlement Agreement entered into among Envision Hospital Corporation, Greater Southeast Community Hospital Corporation I and T. Curtis & Company, P.C.

2. Envision Hospital Corporation was formerly known as Doctors Community Healthcare Corporation, and is the parent company of Greater Southeast Community Hospital Corporation I.

Jurisdiction

3. Plaintiff is a citizen of the State of Maryland under the laws of the State of Maryland having its principal place of business in the State of Maryland and Defendants are corporations incorporated in states other than the State of Maryland having its principal place of business in a state other than the State of Maryland.

4. Defendant Greater Southeast Community Hospital Corporation I (the "Hospital") is a Delaware corporation with its principal place of business in the District of Columbia.

5. Defendant Envision Hospital Corporation is a Delaware corporation which is a successor to Doctors Community Healthcare Corporation and maintains its principal place of business in Scottsdale, Arizona.

6. The matter in controversy is over \$1,000,000.00 and exceeds, exclusive of interest and costs, the sum specified by 28 U.S.C. § 1332.

Factual Background

7. Defendants owe Plaintiff at least \$1,075,000.00 under a Settlement Agreement attached as Exhibit A (the "Agreement").

8. That attached hereto as Exhibit A is a true and correct copy of the General Release and Settlement Agreement entered into among the parties.

9. The Agreement was entered into among the parties in resolution of a dispute among the parties in connection with a Revenue Cycle Management Services Agreement dated as of August 26, 2005.

10. Under the Agreement, Exhibit A, Defendants agreed to pay Plaintiff the sum of \$100,000.00 monthly beginning July 2006 through December 2006 and the sum of \$50,000.00 monthly beginning January 2007 through August 2008.

11. Under the Agreement, Exhibit A, Defendants agreed that if Greater Southeast Hospital was sold prior to August 2008 or otherwise disposed of, all remaining payments due under the Agreement were accelerated and they would pay Plaintiff the remaining payments within thirty (30) days after consummation of sale.

12. Defendants paid Plaintiff through June 2007, but were not current in their obligations to Plaintiff under the Agreement.

13. Defendants are in default of the Agreement for the months they have failed to pay Plaintiff.

14. Defendants sold Greater Southeast Hospital to Specialty Hospitals of America, LLC on or about November 7, 2007.

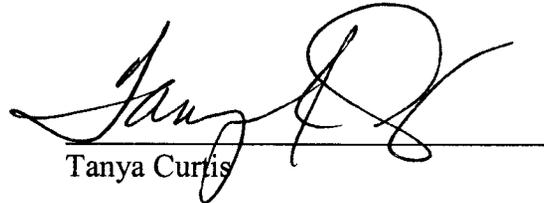
15. As of November 7, 2007, the total sum due to Plaintiff from Defendants under the Agreement, Exhibit A, is \$1,075,000.00, none of which has been paid.

16. Plaintiff has requested Defendants to pay the balance due under the Agreement but Defendants have failed to do so.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the sum of \$1,075,000.00 plus interest and costs and such other relief as this Court deems appropriate.

VERIFICATION OF COMPLAINT

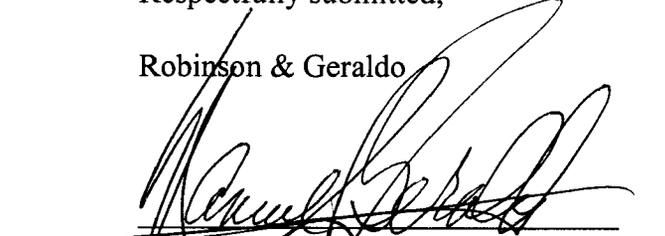
I, Tanya Curtis, President of T. Curtis and Company, P.C., hereby declare under the penalties of perjury that the statements made in this complaint are true and correct including the amount that is owed to T. Curtis & Company by the Defendants, and are based upon my personal knowledge.



Tanya Curtis

Respectfully submitted,

Robinson & Geraldo



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Email: mgeraldo@rglaw.net
Counsel for Plaintiff

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GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (this "Agreement") is entered into by and among T. Curtis & Company, P.C., a Maryland professional corporation, on behalf of itself, its shareholders, employees, affiliates, agents, assignees and legal representatives ("T. Curtis"), Doctors Community Healthcare Corporation, a Delaware corporation ("DCHC"), and Greater Southeast Community Hospital Corporation I, a Delaware corporation, on behalf of itself, its shareholders, employees, affiliates, agents, assignees and legal representatives (the "Hospital").

WITNESSETH:

WHEREAS, T. Curtis and the Hospital entered into a Revenue Cycle Management Services Agreement dated as of August 26, 2005 (the "Revenue Cycle Agreement"), pursuant to which T. Curtis provided certain accounts receivable services on behalf of the Hospital; and

WHEREAS, a dispute has arisen under the Agreement that parties have settled, as reflected by the terms and conditions of this Agreement; and

WHEREAS, DCHC is the parent corporation of the Hospital and is benefited by the settlement of the dispute between the parties.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the parties agree:

1. **Termination of Revenue Cycle Agreement.** The Revenue Cycle Agreement is terminated effective June 30, 2006. Except as specifically set forth in this Agreement, no party shall have any further obligation to the others pursuant to the Revenue Cycle Agreement.
2. **Payments.** In consideration of T. Curtis' agreement to (a) terminate the Revenue Cycle Agreement prior to the expiration of its term, (b) provide reasonable assistance as

Exhibit

A

requested by the Hospital or DCHC in the transition of revenue cycle management services to the successor chosen by DCHC and (c) abide by all obligations set forth in this Agreement, DCHC and/or Hospital will pay T. Curtis One Hundred Thousand Dollars (\$100,000) in each of July, August, September, October, November and December, 2006, and will pay T. Curtis Fifty Thousand Dollars (\$50,000) in January, 2007 and in each month thereafter, to and including August, 2008. If the Hospital is sold prior to August, 2008, or otherwise disposed of in circumstances in which the Hospital no longer controls the day to day operations, all remaining payments due hereunder will be accelerated and will be paid within thirty (30) days after consummation of the sale.

3. **General Release.** (a) T. Curtis acknowledges that the payments made hereunder provide adequate consideration for its promises in this Agreement. In exchange for the payments made hereunder, and except for those obligations created by or arising out of this Agreement, T. Curtis hereby fully releases and discharges DCHC, the Hospital and the subsidiaries, affiliates, directors, officers, insurers, employees, attorneys and successors of all of them (the "DCHC Releasees") from any and all claims, compensation, demands, rights, actions, suits, damages, attorneys' fees, and liabilities of whatever kind, whether actual or potential, now known or unknown, which T. Curtis now has, owns or holds, or in the future may have, own or hold, arising out of or in any way connected with the Revenue Cycle Agreement or the termination of the Revenue Cycle Agreement, whether based on any alleged breach of a duty arising in statute, contract, tort or other common law theory, an alleged unlawful act, any other claim or cause of action, and regardless of the forum in which it may be brought. Excluded from this release is any right or claim which cannot be waived by law. T. Curtis understands this is a GENERAL RELEASE to be construed in the broadest possible way permitted by law.

(b) DCHC and Hospital hereby fully release and discharge T. Curtis and the subsidiaries, affiliates, directors, officers, insurers, employees, attorneys and successors of all of them (the "T. Curtis Releasees") from any and all claims, compensation, demands, rights, actions, suits, damages, attorneys' fees, and liabilities of whatever kind, whether actual or potential, now known or unknown, which DCHC or Hospital now has, owns or holds, or in the future may have, own or hold, arising out of or in any way connected with the Revenue Cycle Agreement or the termination of the Revenue Cycle Agreement, whether based on any alleged breach of a duty arising in statute, contract, tort or other common law theory, an alleged unlawful act, any other claim or cause of action, and regardless of the forum in which it may be brought. Excluded from this release is any right or claim which cannot be waived by law, and any claim arising out of a third-party claim against DCHC or Hospital that alleges that T. Curtis' performance under the Revenue Cycle Agreement damaged such third party. DCHC and Hospital understand this is a GENERAL RELEASE to be construed in the broadest possible way permitted by law.

4. **Covenant Not To Sue.** A "covenant not to sue" is a legal term that means a person promises not to file or commence a lawsuit or other legal proceeding. It is different from the General Release of claims contained in the previous paragraph. Besides waiving and releasing the claims covered in Paragraph 3, T. Curtis promises never to file or prosecute any legal claim of any kind against any of the DCHC Releasees in any federal, state or municipal court, asserting any claims that are released by this Agreement. T. Curtis represents that, as of the date it signs this Agreement, it has not filed or caused to be filed any claims against any of the DCHC Releasees. This covenant not to sue does not apply to suits arising out of breaches of this Agreement by Hospital or DCHC.

8. **Entire Agreement.** This Agreement comprises the entire agreement of the parties and supersedes and cancels all previous negotiations and agreements in connection with the subject matter of this Agreement.

9. **Severability.** If any provision of this Agreement or the application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of the Agreement.

10. **Modification.** This Agreement may not be modified in any manner, except in writing signed by each of the parties hereto.

11. **Governing Law.** This Agreement shall be construed in accordance with the laws of the District of Columbia, without regard to the conflicts of law principles thereof.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed below.

**GREATER SOUTHEAST COMMUNITY
HOSPITAL CORPORATION I**

By [Signature]
Name Eric Mounce
Title _____

**DOCTORS COMMUNITY HEALTHCARE
CORPORATION**

By [Signature]
Name Eric Mounce
Title _____

T. CURTIS & COMPANY, P.C.

By [Signature]
Name TIMOTHY R. CURTIS
Title PRESIDENT & CEO