



IN THE CIRCUIT COURT OF ELMORE COUNTY, ALABAMA

IVY CREEK OF ELMORE, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. _____
	)	
ELMORE COUNTY ECONOMIC	)	
DEVELOPMENT AUTHORITY,	)	
ELMORE COUNTY HEALTH CARE	)	
AUTHORITY,	)	
	)	
Defendants.	)	

**PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND MOTION
FOR PRELIMINARY INJUNCTION**

In accordance with Alabama Rule of Civil Procedure 65, Plaintiff Ivy Creek of Elmore, LLC (Ivy Creek) moves the Court for a temporary restraining order and preliminary injunction against Defendants Elmore County Economic Development Authority (ECEDA) and the Elmore County Health Care Authority (the Health Care Authority) in the form attached as **Exhibit A** to this motion.

Specifically, Ivy Creek asks this Court to enjoin the ECEDA, the Health Care Authority, their officers, agents, servants, employees, and attorneys and other persons acting in active concert or participation with them from (1) proceeding with the Request for Proposal issued by ECEDA in July 2026 (the "RFP"), (2) taking actions in furtherance of the RFP, including but not limited to receiving or entertaining any responses to the RFP from any person or entity. In support of this motion, Ivy Creek relies upon the facts set forth in its verified complaint.

1. Without issuance of a temporary restraining order and preliminary injunction, Ivy Creek will suffer immediate and irreparable harm for which there is no adequate remedy at law—injuring Ivy Creek's business and impairing its ability to provide healthcare services to the people of Elmore County. This will result in irreparable harm to Ivy Creek and its

business reputation and goodwill.

2. In deciding whether to issue a temporary restraining order and a preliminary injunction, Ivy Creek must satisfy the Court (1) that without the injunction Ivy Creek will suffer immediate and irreparable injury; (2) that Ivy Creek has no adequate remedy at law; (3) that Ivy Creek has a reasonable likelihood of success on the merits of the case; and (4) that the hardship imposed upon ECEDA and the Health Care Authority by the injunction would not unreasonably outweigh the benefit to Ivy Creek. *See State v. Two White Hook Wreckers*, 337 So. 3d 735, 737 (Ala. 2020); *see also White v. John*, 164 So. 3d 1106, 1116 (Ala. 2014). Ivy Creek meets each here.

3. *First*, without the requested injunction, Ivy Creek will suffer immediate and irreparable harm. ECEDA's interference with the contractual relationship between Ivy Creek and the Health Care Authority has already led to rumors that Ivy Creek is going out of business. These rumors are causing damage to Ivy Creek's reputation and its goodwill. Such damage to Ivy Creek's reputation and goodwill clearly satisfies the definition of irreparable harm. *See Ferrero v. Associated Materials Inc.*, 923 F.2d 1441, 1449 (11th Cir. 1991) ("It is well established that the loss of customers and goodwill is an irreparable injury.").

4. *Second*, the harm that Ivy Creek faces is irreparable because it is not susceptible of being compensated with money damages. As noted, ECEDA's conduct is causing damage to Ivy Creek's business reputation and goodwill, making it difficult to recruit health care providers and other employees. This is the type of injury that cannot be calculated or reduced to money damages, thereby demonstrating that Ivy Creek has no adequate remedy at law. *See Triple J Cattle, Inc. v. Chambers*, 551 So. 2d 280 282 (Ala. 1989) (noting that "irreparable injury" means that it cannot be remedied through money damages in a court of law).

5. *Third*, Ivy Creek has a substantial likelihood of success on the merits of its

claims. The undisputed evidence shows (1) that Ivy Creek's lease for the Elmore Community Hospital is in full force and effect; (2) that a new lease with a term through June 2030 and a renewal option through 2035 was previously approved by the Health Care Authority's board; with the Health Care Authority; and (3) that ECEDA is engaged in efforts to deprive Ivy Creek of the benefits of that business relationship by enlisting Baptist Health of Montgomery to build a replacement hospital with the participation of members of the Health Care Authority.

6. *Fourth*, the threatened injury to Ivy Creek far outweighs the threatened harm an injunction may do to the Defendants. The Health Care Authority is contractually prohibited by the lease from owning or controlling another health care facility. ECEDA has no business owning or controlling a health care facility in any event. An injunction would do nothing more than preserve the status quo. By contrast, in the absence of an injunction, injury to Ivy Creek's business reputation and goodwill will be irreparable.

7. *Fifth*, Alabama recognizes that, in determining whether to grant injunctive relief, courts should consider whether the injunction will be in the public interest. *See, e.g., Shelby Cnty. Treatment Ctr. v. Edmondson*, 945 So. 2d 1048, 1056 (Ala. Civ. App. 2005) (permanent injunction must not disserve the public interest). In this case, an injunction is necessary to prevent ECEDA from interfering with Ivy Creek's mission to provide quality health care to the people of Elmore County. The verified complaint shows that Ivy Creek's patient satisfaction ratings are exceptional, and in most cases superior to those of Montgomery Baptist. Ironically, therefore, the health care provider that ECEDA seeks to replace Ivy Creek with will provide a lower quality of care than Ivy Creek. The public interest therefore will be served by the issuance of an injunction.

8. The undersigned certifies that he or his co-counsel has notified the Health Care Authority and the ECEDA via email correspondence on August 26, 2026 that Ivy Creek is

filing this motion.

FOR THESE REASONS, Ivy Creek therefore moves for a temporary restraining order and preliminary injunction in the form attached as **Exhibit A** to this motion.

Respectfully submitted,

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EXHIBIT A

IN THE CIRCUIT COURT OF ELMORE COUNTY, ALABAMA

IVY CREEK OF ELMORE, LLC,	)	
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Plaintiff,	)	
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v.	)	Case No. _____
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ELMORE COUNTY HEALTH	)	
CARE AUTHORITY,	)	
ELMORE COUNTY ECONOMIC	)	
DEVELOPMENT AUTHORITY,	)	
	)	
	)	
Defendants.	)	

TEMPORARY RESTRAINING ORDER

Based upon Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction, and upon the evidence before the Court, this Court finds that, absent the issuance of a temporary restraining order, Plaintiff is in imminent danger of suffering irreparable harm in the form of interference with its business, damage to its reputation, and loss of business opportunities for which there is no adequate remedy at law.

This Court specifically finds that the requirements for granting a temporary restraining order have been established by Plaintiff. Plaintiff has demonstrated that has a reasonable likelihood of success on the merits. Plaintiff has shown that it has a business relationship, including a lease, with the Elmore County Health Care Authority, and that the Elmore County Economic Development Authority (ECEDA) is engaging in efforts to interfere with that business relationship.

Without issuance of a temporary restraining order, Plaintiff will suffer immediate and irreparable harm for which there is no adequate remedy at law. It is quite clear that publicity about the development of a replacement hospital without the participation of Ivy Creek will result in loss of goodwill and business reputation to Ivy Creek. This clearly

qualifies as irreparable harm for which there is no adequate remedy at law.

Moreover, the Court finds that Defendants will suffer no hardship if the temporary restraining order is granted. To the contrary, it appears that an injunction will merely maintain the status quo, requiring the Health Care Authority to observe the terms of its contractual relationship with Ivy Creek, while preventing ECEDA from interfering with that relationship.

Accordingly, it is hereby ORDERED, ADJUDGED, and DECREED by the Court that the Defendants, their officers, agents, servants, employees, and attorneys and other persons acting in active concert or participation with them who receive notice of this order by service or otherwise shall refrain from taking any actions in furtherance of the Request for Proposal issued by ECEDA in July 2026 (the "RFP"), including without limitation receiving or submitting any proposals relating in any way to the RFP.

It is further ORDERED, ADJUDGED, and DECREED that this order is binding on the Defendants, their officers, agents, servants, employees, and attorneys and other persons acting in active concert or participation with them who receive notice of this order by service or otherwise.

This order is conditioned on Plaintiff posting security in the amount of \$_____ with the Clerk of Court in a form satisfactory to the Clerk.

Finally, a hearing on Plaintiff's Motion for Preliminary Injunction is hereby set for _____, 2026, at _____.M. This order was entered at _____.M. on June __, 2026, and will expire on its own terms at the conclusion of the hearing on Plaintiff's Motion for Preliminary Injunction or _____.M. on _____, 2026, whichever is earlier.

DONE AND ENTERED this _____ day of _____, 2026.

CIRCUIT COURT JUDGE